



ODISHA GRAMYA BANK
Financial Inclusion Department
Head Office, Gandamunda, P.O. Khandagiri, Bhubaneswar-751030

REQUEST FOR PROPOSAL

**OUTSOURCING OF MANPOWER IN THE CAPACITY OF AADHAAR ENROLMENT
OPERATORS CUM SUPERVISORS FOR CARRYING OUT ENROLMENTS/UPDATIONS IN
AADHAAR ENROLMENT CENTRES
FOR ODISHA GRAMYA BANK**

RFP Reference Number: RFP/FID/001/2022-23 dated 01.10.2022

Financial Inclusion Department

**Head Office
Odisha Gramya Bank
At- Gandamunda , PO- Khandagiri
Bhubaneswar , Odisha-751030**

Definitions

a) Bidder

A bidder is a party offering to buy an asset from a seller at a specific price.

b) Biometric Data

Biometric Data refers to the facial image, iris scan and fingerprints collected by the Enrolment Agency from the enrollees based on the standards prescribed by the UIDAI and by following the process laid down for the purpose. The data collected is passed onto the UIDAI as per the process prescribed

c) Bank Guarantee

Bank guarantee is a financial or performance guarantee given by the bidder or vendor to the Bank issued by any Nationalized Bank other than Odisha Gramya Bank.

d) Company as mentioned in the Indian Companies Act 1956

The Company should have been registered under this act.

e) Corrupt practice

Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

f) Fraudulent practice

Any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.

g) Operator/Supervisor

Operator/ Supervisor is the person employed by the Enrolment Agency and engaged in the capture of Demographic and Biometric data in the enrolment centers.

h) Registrars

Registrar including sub-registrar are entity authorised or recognised by the UIDAI for the purpose of enrolling individuals. They are partner to UIDAI vide a MOU and responsible for abiding by the roles and responsibilities assigned to them.

i) Vendor

A vendor, or a supplier, is a supply chain management term that means anyone who provides goods or services of experience to another entity.

Abbreviations

- a) **CVC** - Central Vigilance Commission
- b) **CIDR** - Central Identities Data Repository
- c) **DD** - Demand Draft
- d) **EMD** - Earnest Money Deposit.
- e) **GST** - Goods And Services Tax
- f) **PAN** - Permanent Account Number
- g) **RBI** - Reserve Bank Of India
- h) **RFP** - Request For Proposal
- i) **UIDAI** - Unique Identification Authority Of India
- j) **AEPS** - Aadhaar Enabled Payment System

INDEX

INTRODUCTION 6

DISCLAIMER 6

PART I - PROJECT SPECIFIC TERMS & CONDITIONS 7

 1.1 SCHEDULE OF BIDDING PROCESS 7

 1.2. COST OF BID DOCUMENT & EARNEST MONEY DEPOSITS (EMD) 8

 1.3. BIDDER QUALIFICATION CRITERIA (BQC) 8

 1.4 REQUIREMENT & SCOPE OF WORK & PERIOD OF CONTRACT 8

 1.5 SCHEDULE ,TIMELINES AND SERVICE LEVEL AGREEMENT 9

 1.6 RESPONSIBILITY OF SUCCESFULL BIDDER 9

 1.7 CONTACT DETAILS OF BIDDER 10

 1.8 BANK GUARANTEE 10

 1.9 PAYMENT TERMS..... 11

 1.10 PRICES AND TAXES..... 11

 1.11 BIDDING PROCEDURE..... 12

 1.12 EVALUATON PROCESS 12

PART –II-GENERAL TERMS & CONDITIONS 14

 2.1. SUBMISSION OF BIDS..... 14

2.1.1. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL: 14

2.1.2. SUBMISSION OF DOCUMENTS: 15

 2.2 BID OPENING PROCESS 15

 2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT 15

 2.4. BIDDER’S INQUIRIES ON RFP & BANK’S RESPONSE 15

 2.5. BIDDER’S RESPONSIBILITY VIS-À-VIS THIRD PARTY PRODUCTS / EQUIPMENTS / SOFTWARE 16

 2.6. LIABILITIES OF THE BANK 16

 2.7. OWNERSHIP 16

 2.8. FURNISHING OF INFORMATION..... 16

 2.9. FORMAT AND SIGNING OF BIDS..... 17

 2.10. AUTHENTICATION OF ERASURES / OVERWRITING ETC. 17

 2.11. AMENDMENTS TO RFP TERMS AND CONDITIONS 17

 2.12. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT: 17

 2.13 CLARIFICATION 17

 2.14. ERRORS AND THEIR RECTIFICATION 17

 BANK’S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS 18

 2.15. CONTACTING THE BANK..... 18

 2.16. ACCEPTANCE OF CONTRACT..... 18

 2.17. FORMATION OF CONTRACT & EXECUTION OF SLA..... 18

 2.18. ASSIGNMENT 18

 2.19. USE OF CONTRACT DOCUMENTS AND INFORMATION 18

 2.21 TERMINATION FOR DEFAULT 18

 2.22.TERMINATION FOR INSOLVENCY 19

 2.23 TERMINATION FOR CONVENIENCE..... 19

 2.24. FORCE MAJEURE 19

 2.25. INCIDENTAL SERVICES..... 20

 2.26. COPY RIGHT/LICENSE VIOLATION..... 20

 2.27. LIQUIDATED DAMAGE (PENALTY) 20

 2.28. LIMITATION OF LIABILITY 20

 2.29. COMPLIANCE TO LABOUR ACT 20

 2.30. E-TENDERING 20

 2.31. OTHER TERMS AND CONDITIONS 22

| | |
|--|-----------|
| 2.32. RESOLUTION OF DISPUTES | 24 |
| 2.33. RIGHT TO AUDIT AND VISITORIAL RIGHT | 24 |
| 2.34. CORRUPT AND FRAUDULENT PRACTICES | 25 |
| 2.35. EXIT CLAUSE | 25 |
| 2.36. NAME AND CONTACT DETAILS OF IEM FOR THE ADOPTION OF INTEGRITY PACT IN PUBLIC SECTOR BANK | 26 |
| PART – III-ANNEXURES | 27 |
| ANNEXURE-I-SCOPE OF WORK..... | 27 |
| 1.1.1 FUNCTIONAL REQUIREMENTS | 27 |
| 1.1.2 THE OUTSOURCED MANPOWER'S DUTY | 29 |
| 1.1.3. TECHNICAL PERSONEL... .. | 30 |
| 1.1.4 TRAINING | 30 |
| 1.2 PRIVACY & SECURITY | 32 |
| 1.3 PROVIDE ELECTRONIC MIS REPORT ON ENROLMENT STATUS DAILY..... | 32 |
| GENERAL TERMS AND CONDITIONS..... | 32 |
| ANNEXURE-II-A-OFFER COVERING LETTER | 34 |
| ANNEXURE-II-B-ELIGIBILITY CRITERIA DECLARATION | 35 |
| ANNEXURE II-C-FORMAT FOR TECHNICAL BID..... | 36 |
| ANNEXURE III-FORMAT FOR COMMERCIAL BID..... | 38 |
| ANNEXURE IV-LETTER OF UNDERTAKING | 39 |
| ANNEXURE V-SELF DECLARATION – BLACKLISTING | 40 |
| ANNEXURE VI-PROFORMA OF BANK GUARANTEE (PERFORMANCE) | 41 |
| ANNEXURE VII- CONFIRMATION FOR GOVERNMENT RULES RELATING TO MINIMUM WAGES | 45 |
| ANNEXURE VIII-FORMAT FOR NON-DISCLOSURE AGREEMENT | 46 |
| ANNEXURE IX-DISTRICT WISE AADHAAR ENROLMENT CENTRES | 50 |
| ANNEXURE X- PRE IP COVERING LETTER..... | 51 |
| ANNEXURE XI- PRE CONTRACT INTEGRITY PACT..... | 52 |
| ANNEXURE XII- UNDERTAKING FROM THE BIDDER..... | 57 |

INTRODUCTION:

Odisha Gramya Bank ,a premier Regional Rural Bank sponsored by Indian Overseas Bank, having presence in 13 districts of the state of Odisha with Head office at Bhubaneswar , wishes to engage Empanelled enrolment agencies for undertaking Demographic and Biometric data collection and update activities of Aadhaar in 55 locations/ branches .Odisha Gramya Bank is appointed as Enrollment Agency of Odisha Gramya Bank by UIDAI for implementation of UID project.

Odisha Gramya Bank invites Request for Proposal (hereinafter referred to as "RFP") from UIDAI Empaneled Enrolment Agencies (empanelled as per UIDAI website for establishment of Aadhaar Enrolment and Update Centres under the aegis of Bank with EA code 2771.

Detailed Scope of Work provided in Annexure I (Scope of work) of the RFP.

DISCLAIMER

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

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

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

General terms and conditions and Annexure relating to this RFP are furnished hereunder.

PART – I

PROJECT SPECIFIC TERMS & CONDITIONS:

1.1 SCHEDULE OF BIDDING PROCESS:

| S.No | Description of Information/ Requirement | Information / Requirement |
|------|--|---|
| 1. | Tender Reference Number | RFP/FID/001/2022-23 |
| 2. | Date of Issue of RFP | 01.10.2022 |
| 3. | Last date for receipt of queries, if any. | 15.10.2022 |
| 4. | Bid Submission Mode. | https://odishabank.abcpurchase.com/EPROC/ Through e-tendering portal (Class III Digital certificate with both Signing & Encryption is required for tender participation) |
| 5. | Last Date and Time for submission of bids along with supporting documents through the above e – tendering portal. | 16.11.2022 on or before 1500 hours. |
| 6. | Last date, time and place for submission of Original Demand Draft for EMD & Cost of Bid Document. | 16.11.2022 on or before 1500 hours at the Bank's Financial Inclusion Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person). |
| 7. | Date, time and venue for opening the Technical bid through e – tendering portal. | 16.11.2022 at 1600 hours at the Bank's Financial Inclusion Department, Odisha Gramya Bank, Head Office, Bhubaneswar. |
| 8. | Date, time and venue for opening the commercial bids. | Shall be intimated to the technically qualified bidders in due course. |
| 9. | Name of contact officials for DD submission as stated in serial No.6 and for submission of hardcopy of the bids as states in serial no. 6 or any clarifications. | The General Manager, Financial Inclusion Dept., Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030. |
| 10. | Address for Communication / Submission of Bids | The General Manager, Financial Inclusion Dept., Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030. |
| 11. | Contact e-mail ID | gm.fi@odishabank.in fiogb@odishabank.in |

| | | |
|------------|--|-------------------------|
| 12. | Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents | ABC Procurement: |
|------------|--|-------------------------|

1.2 COST OF BID DOCUMENT&EARNEST MONEY DEPOSITS (EMD):

| Sl.No. | Description | Amount in Indian Rupees |
|--------|---|-------------------------|
| 1. | Cost of Bid document (Refer clause 2.3 of the RFP) | Rs. 5,000 |
| 2. | Earnest Money Deposit (Refer clause 2.3 of the RFP) | Rs. 5,00,000 |

Bidders who are registered as Small and Micro with National Small Industries Corporation (NSIC)/ Udyog Aadhaar Memorandum etc. under MSME Act are exempted for the submission of Cost of Bid document and EMD. Documentary Proof of Registration Certificate to be submitted along with the technical bid.

1.3 BIDDER'S QUALIFICATION CRITERIA:

The documentary evidence of the Bidder's qualifications to perform the contract, if its offer is accepted, shall establish to the Bank's satisfaction that:

1. The bidder is registered in India as per the Indian Companies Act, 1956 (including Section 25 of the Act/ The Partnership Act, 1932 / Societies Registration Act 1860, the Indian Trusts Act 1882/ its equivalent in the respective states or Proprietorship entities having a PAN number and should have been in operation for a period of at least 3 years as on date of RFP. (Documentary proof should be attached).
2. The Bidder in case of Private/PSU/Govt. Company/Commercial Organization/ Autonomous Body should have a Net Worth of at least Rs. 2 Crore as of 31-March-2022, and turn over should be minimum of Rs. 5 Crore for the last year FY 2021 - 22 as evidenced by the Audited Accounts of the organization.(Documentary proof should be attached). If not audited then audited for 2021 and unaudited for 2022. Bidder should be profit making for last two years.
3. Bidder should be empanelled Enrolment Agency of UIDAI under the AADHAAR project as on the date of the bid submission. Documentary proof should be provided.
4. The bidder should not have been blacklisted in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP. Bidder to submit the Self Declaration certificate along with the technical bid. (Documentary proof should be attached).

1.4 REQUIREMENT, SCOPE OF WORK & PERIOD OF CONTRACT

The successful bidder shall provide Aadhaar enrollment kit with manpower for the duty as Operator/supervisor in 55 Aadhaar Enrolment Centres established by our Bank in the state of Odisha. The Solution provided by the successful bidder shall be required to maintain and manage any change in locations during the contract period. Detailed requirements, scope of work & technical specifications are provided in Annexure I.

The contract shall be valid for a period of 3 years subject to annual renewal on satisfactory performance of the bidder as per the service level terms and conditions stated in clause 1.5 of this RFP. Bank reserves the right to terminate the contract by giving one month notice in case of the following:-

1. If the Bidder fails to deliver the services within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or
2. If the Bidder fails to perform any other obligations(s) under the Contract.

1.5 SCHEDULE, TIMELINES & SERVICE LEVEL AGREEMENT:

1. Successful bidder shall place the Aadhaar enrollment kit with manpower in the enrolment and update centres at the identified branches of the Bank within 4 weeks of acceptance of such intimation by the Bank. If this schedule is not maintained a penalty of Rs. 500/- per week per center subject to maximum of Rs 2000 per center shall be charged from the payments due to the successful bidder. The intimation may be through official letter of intent or through official email as discretion of the bank
2. If at any time during performance of the Contract, the Bidder or its subcontractor(s) should encounter conditions impeding timely implementation of the terms of the contract, successful bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the successful bidder notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for delivery of such services.
3. Successful bidder shall be responsible for enrolment Data Transfer to UIDAI/Registrar/Enrollment Agency nominated by Registrar (excluding the data related to residents) within 3 days from the date of successful enrolment. If the above schedule is not maintained a penalty of Rs. 1000/- per day/centre for delay shall be levied on the Agency maximum upto Rs.2 lacs per Annum/Centre.
4. No penalty should get imposed by the UIDAI on the Registrar/Enrollment Agency due to fault of the personnel hired by the Agency, malpractices, etc. or fault in the performance of the Agency as per the terms and conditions laid out in clause 1.6 and Annexure I- Scope of the RFP. Any such penal amount shall be recovered from the Agency.

1.6 RESPONSIBILITY OF SUCCESSFUL BIDDER

1. Ensure enrolment software is installed on required laptops/desktops.
2. Load pre-enrolment resident's data on enrolment stations laptop, where applicable.
3. Ensure UIDAI processes & standards are followed.
4. Handle the issues related to Hardware.
5. Assist Registrar/Enrollment Agency develop enrolment schedules.
6. Work closely with the Registrar/Enrollment Agency in enrolment publicity & awareness at grass-root level.
7. Ensure operators & supervisors at enrolment Centres are certified by UIDAI.
8. Ensure adequate backup arrangement at enrolment center.
9. Capture demographic and biometric data.
10. Handle exception cases during capture of data.
11. Obtain consent letters and make corrections in data recorded, if required
12. Provide acknowledgement slips to Residents
13. Handle issues and concerns of operators and residents
14. Ensure audit feedback, if any, incorporated in process
15. Enable successful data transfer to CIDR
16. File, back up & store enrolment data as per UIDAI guidelines
17. Take remedial / corrective action in case of process / quality deviations
18. KYR+/eKYC information data must be submitted to Registrar/Enrollment Agency in hardcopy and softcopy
19. Verifications of documents submitted by enrollee should be verified and authenticated by supervisor / authorized officials of successful bidder and obtain endorsement from concerned bank officer of the Registrar/Enrollment Agency .
20. Location of enrolment stations information should be reported to Registrar/Enrollment Agency on daily basis on district and schedule wise.

1.7 CONTACT DETAILS OF THE BIDDER:

The Successful Bidder on award of the contract should provide the Bank the Points of Contact, Escalation Matrix for taking up issues with respect to the scope of work defined in the contract.

1.8 BANK GUARANTEE:

- a. Within 7 (Seven) days (exclusive of holidays) of the date of acceptance of the Purchase Order, the Successful Bidder shall furnish a **bank guarantee (for performance)** for Rs.20,000/- per centre for the entire period of contract with additional 90 days claim period.
- b. Failure of the successful bidder to comply with the requirement as stipulated above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture

of the earnest money deposit. In such an event the Bank will call for new bids. The above mentioned bank guarantees shall be issued by any scheduled commercial bank other than Odisha Gramya Bank is acceptable to us. Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank.

- c. Bank reserve its right to invoke the Bank Guarantees (for delay in delivery or non-delivery/ performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:
- Delay in Implementation beyond stipulated schedule as per the scope of work mentioned in the RFP.
 - Non Performance of the SLA terms and conditions

1.9 PAYMENT TERMS:

- Payments shall be made to the Agency by the Financial Inclusion Department on a monthly basis based on the number of successful AADHAAR enrolments/Update completed and coverage of the scope of work. This payment shall be subject to adherence to the Service Level Agreement and after recovering the full amount of penalty if any, imposed on the supplier by Bank.
- The Agency shall be required to submit their bills/Invoice with comprehensive statement of enrollment / UID issued etc. details as per the Banks requirements. Tax deducted at source (TDS) as applicable will be recovered from payments to the Agency.
- Bidder to ensure a mandatory target of 15 enrolments/ updates per day per AEC, in case the Bidder fails to achieve the mandatory target, the penalty will be deducted from the monthly payment to the agency. Penalty of Rs. 20,000/- per centre/month will be levied based on the shortfall in achieving the target or charges as claimed by UIDAI for conducting AEPS (Aadhaar Enabled Payment System) transactions by the Bank whichever is higher. Penalty if any levied by UIDAI apart from the above as the part of Aadhaar enrollment activity in the Bank has to be borne by the Agency.

1.10 PRICES AND TAXES

- The quoted prices shall be inclusive of GST (Goods and Services Tax or any other taxes (whichever applicable)).
- Penalty, if any, shall be deducted, from the amount payable.
- Applicable taxes like TDS, if any will be deducted from the amount payable.
- Prices should be furnished as per Commercial bid in Annexure III.
- Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the

contract and will not be subject to variation on any account.

- f. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- g. The prices shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.
- h. Bids (both technical as well as commercial bid) shall be valid for a period of 180 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.
- i. Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.
- j. Bids without signature of authorized signatory of the bidder will be summarily rejected
- k. Bank reserves its right to issue any amendments to terms & conditions, technical specifications of RFP at any time prior to deadline for opening of the technical bids.

Bank reserve its right to accept / reject any bid, which is not in line with these conditions.

1.11 BIDDING PROCEDURE

- 1. 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.
- 2. Demand Draft for Rs. 5,000/- (Rupees Five Thousand Only – non-refundable) towards cost of documents.

DD to be submitted along with the tender document.
- 3. Bank Draft / Banker's Cheque in lieu of EMD for **Rs.5,00,000/-** (Rupees Five Lakhs Only) towards EMD.
- 4. All Annexures of this RFP duly filled and signed by proper authority. Annexure III should be submitted with the values masked.
- 5. All documents required as per Clause 1.3 of this RFP and other documents required to substantiate the Technical Eligibility of the Bidder.

1.12 EVALUATION PROCESS:

Price should not be indicated at any place in the Technical Bid. If the price is indicated in the

technical bid, the entire bid will be summarily rejected.

Technical and Commercial Bids of all participating bidders shall be opened as per the schedule detailed in clause 1.1 of this RFP. The evaluation of bids and awarding contract will be carried out as per the following criteria.

a. Evaluation of Technical and Commercial Bids:

The Bank's evaluation of the technical and commercial bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be shortlisted

- I. Compliance of terms and conditions stipulated in Clause 1.3 of RFP duly supported by certified documentary evidence called for therein.
- II. Submission of duly signed Annexure- II(A),II(B),II(C), III, IV,V,VI,VII,VIII, X,XI & XII strictly as per format provided in this RFP.
- III. Status of Compliance of terms and conditions of clause 1.10 of this RFP.
- IV. Submission of Commercial Bid strictly in the format specified in Annexure III of RFP.
- V. Review of written reply, submitted in response to the clarification sought by the Bank, if any.

b. Determination of L1 Bidder and Awarding of Contract:

Bank will determine the L1 bidder that shall be conducted in the Bank's e-Tendering website. Business rules and dates of opening of commercial bid will be intimated to the technically qualified bidders in due course.

1. The L1 bidder will be determined based on the highest grand total offered to Bank (refer Annexure III).
2. The Bank reserves the right to reject the L1 bid if it finds the same as unreasonable.
3. Bidders in their own interest should quote most competitive prices. If for any reason L1 bidder backs out or the purchase order given to the L1 Bidder does not get executed in part / full, the Bank shall forfeit the EMD, then bids will be cancelled and bank shall go for re-tender and may blacklist the bidder for a period of one year.
4. If more than 1 bidder is L1, then closed quote should be submitted by the lowest quoted L1 Bidders for further arriving at L1.

PART – II**GENERAL TERMS & CONDITIONS:****2.1 SUBMISSION OF BIDS****2.1.1. SUBMISSION OF BIDS THROUGH E – TENDERING PORTAL:**

Bidders satisfying the Project Specific terms and conditions and General terms and conditions specified in this RFP and ready to provide the said services in conformity with Technical Specification stipulated in Annexure-I may submit their bid through Bank's e-tendering service provider website <https://odishabank.abcprocure.com/EPROC/> on or before the time line stipulated vide clause 1.1 of the RFP. Refer clause 2.30 for E-Tender Service pre requisite for bid submission.

Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

2.1.2 SUBMISSION OF DOCUMENTS:

In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following in a sealed cover to the address notified in the clause 1.1 of the RFP on or before schedule mentioned in clause 1.1 of the RFP.

- 1) DD for Rs. 5,000/- (Rupees Five Thousand Only – non-refundable) towards cost of documents. DD to be submitted along with the tender document
- 2) Bank Demand Drafft for EMD of Rs. 5, 00,000/- (Rupees Five Lakh Only).

Bidders should be in possession of the acknowledgement issued by e-tendering system for submission of bids through e-tendering system and provide the same if asked by the Bank at the time of opening of Technical bids.

In case the above documents are not submitted on or before the schedule mentioned in clause 1.1 of the RFP, the bid will be rejected even if the same is uploaded in the Bank's e-tendering service provider website.

The above documents in a sealed cover should be put in the tender box kept in the Financial Inclusion Department of the Bank's Head Office, Bhubaneswar on or before the date and time

mentioned in the Schedule for bidding process given in clause 1.1 of this RFP or they may be handed over to any one of the officers of the Bank's Financial Inclusion Department, Head Office, Bhubaneswar mentioned in clause 1.1 of the RFP.

Bids received in any other mode other than the mode stipulated above, will not be accepted.

2.2 BID OPENING PROCESS:

The Bank will follow a two bid submission & opening process through e-tendering system as follows:

1. Technical Bid Opening and Evaluation.
2. Commercial Bid Opening and Evaluation.

In the first stage, the technical bid submitted in Bank's e-tendering website shall be opened in the presence of available authorised representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1.1 of this RFP. The evaluation and short listing criteria shall be based on the criteria set out in clause 1.12 of this RFP.

The time, date and place of opening the commercial Bid shall be advised to the technically qualified bidders individually either by email, fax or by letter.

2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT

The bid should also be accompanied by Earnest Money deposit (refundable) of **Rs. 5, 00,000/- (Rupees Five Lakhs Only)** by way of a Demand Draft and cost of bid document (non-refundable) for **Rs. 5,000/- (Rupees Five Thousand Only) excluding GST** by DD in favour Odisha Gramya Bank.

EMD will be returned to the disqualified bidder along with notice of disqualification, to unsuccessful bidders on determination of L1 bidder and to the successful bidder on receipt of the Bank guarantee for engagement as per clause 1.12 of this RFP. Bids received without the Demand Draft for cost of Bid document and EMD mentioned above will be rejected.

Bank shall forfeit EMD in the following events:

1. If a bidder withdraws the bid during its validity period.
2. If a bidder makes any statement or encloses any document which turns out to be false/incorrect at a later date.
3. In case the successful bidder fails to sign the contract or fails to furnish the Bank Guarantee (Performance) as required.

2.4. BIDDER’S INQUIRIES ON RFP & BANK’S RESPONSE:

All enquiries from the bidders, related to this RFP must be directed in writing / email and sent to the address/email ID's as per schedule mentioned in clause 1.1 of the RFP. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries.

Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be posted in the Bank’s website and no separate communication will be sent to individual bidders. However, Bank makes no representation or warranty as to the completeness or accuracy of any response made to the queries in good faith.

Format for raising queries /clarifications through e – mail/letter.

| Sl. No | Page No. | Clause No. | Description | Clarification | Banks Response |
|--------|----------|------------|-------------|---------------|----------------|
| | | | | | |
| | | | | | |

2.5. BIDDER’S RESPONSIBILITY VIS-À-VIS THIRD PARTY PRODUCTS / EQUIPMENTS / SOFTWARE:

If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and **Annual maintenance of the entire system**, must declare that they possess the requisite permission / license for the equipment / software. The successful bidder has to provide handholding support to the new incoming bidder in case of termination of the contract or completion of the contract for smooth handover of the operation. If successful bidder fails to provide handholding support, Bank shall invoke the Bank Guarantee for performance.

2.6. LIABILITIES OF THE BANK:

This RFP is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder’s written acceptance thereof shall constitute a binding contract with the vendor.

2.7. OWNERSHIP:

The RFP and all supporting documentation / templates are the sole property of the Bank and violation of this will be breach of trust and the Bank would be free to initiate any action deemed

appropriate. The proposal and all supporting documentation submitted by the bidders shall become property of the Bank.

2.8. FURNISHING OF INFORMATION:

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a bid not Substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.9. FORMAT AND SIGNING OF BIDS:

The original Technical and Commercial bids shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the offer.

2.10. AUTHENTICATION OF ERASURES / OVERWRITING ETC:

Any inter-lineation, erasures, or overwriting shall be valid only if the person or persons signing the bid initial them.

2.11. AMENDMENTS TO RFP TERMS AND CONDITIONS:

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the RFP at any time prior to the deadline for opening of the technical bids. Such amendments to RFP shall be webcasted through Bank's official website.

2.12. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT:

Successful bidder and its employees will strictly under not to communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, the concepts, know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. A non-disclosure agreement as per format provided in **Annexure VIII** should be executed by the Successful bidder.

2.13. CLARIFICATION:

During evaluation of the bids (both technical and commercial), the Bank may, at its discretion, ask the Bidder for any clarification on its bid. The request for clarification and the response shall be in writing / email, and no change in the prices shall be sought, offered, or permitted after submission of the bid.

2.14. ERRORS AND THEIR RECTIFICATION:

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected based on the corrected figure and the corrected figure will be reckoned for determination of the L1 bidder. If the bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

2.15. BANK'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

Notwithstanding anything contained in any of the clauses, Bank hereby reserves its right to accept or reject any or all the bids and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

2.16. CONTACTING THE BANK:

Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

2.17. ACCEPTANCE OF CONTRACT:

Within 7 days (exclusive of holidays) of receipt of the Purchase Order, the successful Bidder/s shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and return it to the Bank as a token of having accepted the terms and conditions of the Contract.

2.18. FORMATION OF CONTRACT & EXECUTION OF SERVICE LEVEL AGREEMENT

The notification of award in the form of a Purchase Order or Letter and acceptance thereof by the bidder will constitute the formation of the Contract. Successful Bidder and the Bank shall sign Service Level Agreement containing terms and conditions as listed out in the RFP and Letter awarding Contract (Purchase Order). Till such time that SLA is executed, the terms and conditions stated in the RFP and Purchase Order shall be applicable.

2.19. ASSIGNMENT:

The Successful Bidder/s shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

2.20. USE OF CONTRACT DOCUMENTS AND INFORMATION:

The Successful Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.21. TERMINATION FOR DEFAULT:

The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

1. if the Bidder fails to deliver the services within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or
2. If the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar goods and related services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

2.22. TERMINATION FOR INSOLVENCY:

The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder's reply, bank may terminate the contract. Termination in this case will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

2.23 TERMINATION FOR CONVENIENCE

The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination. It is also clarified that the Vendor shall not be entitled to terminate the contract.

2.24. FORCE MAJEURE:

Notwithstanding the provisions of clauses 2.21 and 2.22 & 2.23 the Bidder shall not be liable for penalty or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, covid -19 Pandemic/epidemic

and other epidemics.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the bidder to perform its obligations under the contract where such delay or failure is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bank's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

2.25. INCIDENTAL SERVICES:

The Successful Bidder may be required to provide any or all of the following services, including additional service, if any, at their cost:

- a) Performance analysis and supervision of the enrolment center premises.
- b) Assisting in any statutory audits as required by the Government Departments/RBI etc.

2.26. COPY RIGHT/LICENCE VIOLATION:

The bidder shall explicitly absolve the Bank of any responsibility/liability for use of system/software delivered along with the equipment; (i.e. the bidder shall absolve the bank in all cases of possible litigation/claims arising out of any copy right/license violation.) for software (s) sourced either from third parties or from themselves.

2.27. LIQUIDATED DAMAGES (PENALTY):

Liquidated damages in the form penalty will be collected as defined in clause 1.5 of this RFP. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the penalty, if any, accruing to the Bank, as above, from any amount payable to the Successful Bidder either as per this contract, executed between the parties or under any other agreement / contract, the Bank may have executed / shall be executing with the Successful Bidder

2.28 LIMITATION OF LIABILITY:

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

2.29. COMPLIANCE TO LABOUR ACT:

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, successful bidder shall submit a confirmation as per format provided in Annexure VII of the RFP.

2.30. E-TENDERING:

1. Bank has decided to determine L1 through bids submitted on bank's E-Tendering website <https://odishabank.abcprocure.com/EPROC/>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in 1.1 (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in 1.1 (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity / browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this the time for the E-Tendering cannot be extended and Bank is not responsible for such eventualities.

11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

2.31. OTHER TERMS AND CONDITIONS

- a) The Bank shall have the right to withhold any payment due to the successful bidder, in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- b) Successful bidder shall hold the Bank, its successors, assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the successful bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- c) Successful bidder shall be responsible for managing the activities of its personnel and will be accountable for both. Successful bidder shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.
- d) successful bidder shall be the principal employer of the technical resources, employees,

agents, contractors, subcontractors etc. engaged by successful bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.

- e) The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- f) Successful bidder shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc. if any. SB shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc. associated in execution of the work awarded under this RFP, to work in the specified area and they should not move around at other places of premises without any specific reason.
- g) Successful bidder or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank's premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.
- h) Successful bidder and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.
- i) successful bidder shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- j) It is well defined and understood that the labor or any employee or technical resources of the successful bidder will have no right for claim of employment in the Bank.

- k) No extra claim shall be entertained on account of all the redo of work on account of successful bidder's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the successful bidder.
- l) Successful bidder shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.
- m) Successful bidder shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
- n) Successful bidder should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, etc., if any.
- o) The Bank ascertains and concludes that everything as mentioned in the tender document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the SB has not quoted for the same.

2.32. RESOLUTION OF DISPUTES

In case of any disagreement or dispute between the Bank and the successful bidder, the dispute will be resolved in a manner as outlined hereunder.

The Bank and the Successful Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, the Bank and the Successful Bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Any dispute or difference whatsoever arising between the parties and of or relating to construction, operation or effect of this contract or the validity or the breach thereof, shall be Settled by Arbitration in accordance with the Rules of Arbitration of the “SCOPE” and the award made in pursuance thereof shall be final and binding on the parties.

Courts of Bhubaneswar city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

RIGHT TO AUDIT & VISITORIAL RIGHTS

Bidder shall allow the Bank, its authorized personnel, its auditors (internal and external), authorized personnel from RBI and regulatory and statutory authorities, and grant unrestricted right to inspect and audit the operations and records directly related to provision of the Services as outlined in this agreement. In case, any or all of the services are outsourced/assigned/subcontracted to a third party vendor by Company, it will be the responsibility of Agency to ensure that the authorities / officials as mentioned above are allowed access to the third party vendor's place for inspection and verification of records.

Bank reserves the right to visit any of the Agency premises without prior notice to ensure that data provided by Bank is not misused. If Bank undergoes merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.

2.33. CORRUPT AND FRAUDULENT PRACTICES:

- a) 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:
- b) “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
- c) “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.
- d) 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.

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

2.34. EXIT CLAUSE:

The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:

1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee.
2. Delay in delivery beyond the specified period.
3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution
5. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

2.36 NAME AND CONTACT DETAILS OF IEM FOR THE ADOPTION OF INTEGRITY PACT IN PUBLIC SECTOR BANK:

As per the directions of Central Vigilance Commission, all public sector banks are required to adopt Integrity Pact in any procurement valued above the threshold value. Bidder shall submit Annexure X and Annexure XI on a stamp paper duly signed by their authorized signatory along with the technical bid. Odisha Gramya Bank have appointed the IEM for this purpose:

| Name | E Mail ID |
|------------------------|-------------------|
| Vinayaka Rao Turaga | tvrao56@gmail.com |

PART – III ANNEXURES

ANNEXURE-I

The scope of work of the Agency is defined below:

1. FUNCTIONAL SCOPE

The functional scope of this engagement shall include all the steps from providing the enrollment kit with manpower for the duty of Aadhaar Enrolment Operator cum Supervisor in the 55 Aadhaar Enrolment/Update Station/Center at identified branches of Odisha Gramya Bank across the state of Odisha(space and electricity to be provided by the respective Bank at respective branches) for enrolment of Residents for the UID Project-Aadhaar up to providing requisite MIS reports to Registrar/Enrollment Agency and UIDAI on enrolments completed on a daily basis. The functional scope shall also include the collection of demographic details as per the KYR+ data requirements of Odisha Gramya Bank (as per e-KYC requirements). The Enrolment Agency shall also be responsible for delivering additional services as required by the Registrar/Enrollment Agency through this RFP apart from ensuring empanelment with UIDAI during the entire tenure of contract period. Annexure IX provides District wise number of Aadhaar Enrolment Centres of our Bank.

1.1.1 FUNCTIONAL REQUIREMENT

1. The bidder must be a UIDAI empanelled agency and must have presence across India. The bidder must also have proven track record and proof of the same should be provided.
2. The bidder has to provide trained manpower to manage Aadhaar Enrolment Centres of the Bank in selected branches across the nation.
3. Operator shall work from the premises (Branches) as per the business hour/working hour advised by the Bank. Operator may also be asked to run the center on holidays/Sunday in case of requirement.
4. The bidder has to hire, train, certify and verify the manpower before deployment of the same to Bank. Bidder has to ensure about the UIDAI certification of the manpower before deployment. The sole responsibility of manpower shall be borne by the selected bidder.

5. Bidder has to ensure strict compliance of Aadhaar Act in force and other Enrolment related guidelines issued by the UIDAI from time to time. Keeping the Operator informed and updated with latest guidelines is sole responsibility of the Bidder.
6. Bidder has to ensure proper functioning of each Enrolment Center allotted to him with timely submission of Enrolment Data, ensure the uploading of packets and reporting to Bank as required.
7. The bidder shall also provide necessary expertise to Bank in establishment of Aadhaar Enrolment Centres.
8. Bidder shall provide the Aadhaar Enrolment kit to the Operator engaged by the bidder for the established 55 centres by Bank which includes :
 - 1 Laptop.
 - 2 IRIS capturing device available (record Make & Model)
 - 3 Fingerprint capturing device available (record Make & Model)
 - 4 Digital Camera (record Make & Model)
 - 5 White back ground screen available for taking photographs
 8. Extra monitor for residents to verify their data (15-16" with a resolution above 1024x768)
 9. All devices as per UIDAI standards
 10. Printer (printer)
 11. Printer Paper (sufficient Inventory for uninterrupted services)
 12. GPS Receiver (USB/built in)
9. Bidder shall also provide the necessary requisite personnel and hardware along with AMC wherever, bank intends to open new centre apart from the existing 55 centres.
10. The bidder has to make their own network connectivity arrangement for running the Aadhaar enrolment client application in the laptops and ensure the following mandatory requirements.
 - a) UIDAI software installed, tested, configured, and registered with CIDR as per installation and configuration manual.
 - b) Antivirus/Anti Spy ware checks
 - c) Data Card /Internet connectivity for Enrolment Client
 - d) The pre-enrolment data from the Registrar/Enrollment Agency, if used, is available for import on laptops.
 - e) If Registrar/Enrollment Agency has additional fields to be captured as per

C-KYC requirements, then the KYR+ software for capturing the KYR+ fields is configured and tested

- f) Working of all equipment's at every station tested.
 - g) All operators/supervisors enrolled into Aadhaar and registered with CIDR.
11. Bidder should impart knowledge and expertise in supplied manpower regarding the hardware maintenance and technical issues with UIDAI portal. The bidder may also be capable to address the same issues through facility management Centres.
 12. The bidder shall impart knowledge of all relevant document and processes of UIDAI for enrolment agency and shall also be responsible for upgrading the knowledge base of manpower as and when such is notified by UIDAI. The bidder shall also have to inform Bank of any changes notified by UIDAI.
 13. The bidder has to also verify the credentials of manpower and retain the same till the termination of Project.
 14. Performance of the Agency shall be reviewed monthly and in case of unsatisfactory performance Bank shall be entitled to terminate the contract on its sole discretion without assigning any reason.
 15. Bidder should ensure to achieve a mandatory target of 15 enrolments/updates per day per AEC, in case the Bidder fails to achieve the mandatory target penalty as per clause 1.9 will be applicable.

1.1.2. THE OUTSOURCED MANPOWER'S DUTY WILL BE:

Step 1. Conduct Enrolment Operations as per Standard Processes specified by UIDAI/Registrar/Sub-Registrar/ Enrollment Agency

Prior to the commencement of the Enrolment operations the Enrollment Agency and the concerned Bank Branch shall work closely with the local governing bodies, key introducers in publicizing the UID, its importance and schedule for UID registration in that location. During the enrolment operation also publicity and awareness shall be done in coordination with the local authorities to encourage UID registrations. All content and material for such publicity will be jointly worked by Registrar/Enrollment Agency and shall conform to specifications laid down by UIDAI. UIDAI has defined clear-cut standard processes for enrolment as mentioned hereunder. The Enrolment Agencies would use the software provided by the UIDAI/certified vendors for the collection of demographic data and the biometric data. The software will be supported by a User Manual. Outsourced manpower should carry out Aadhaar Enrolment/compulsory Biometric updates/any other updates of the residents in accordance with the norms of UIDAI, as amended time to time and strictly following the guidelines issued by Registrar/Enrollment Agency time to time.

Step 1a: Collect demographic data after due verification as prescribed by UIDAI:

Please refer to UIDAI website for detailed standards and guidelines for demographic data collection including process flow of capturing Demographic and Biometric data capture.

Step 1b: Collect demographic data after due verification as prescribed by Registrar/Enrollment Agency:

Bank proposes to collect additional information related to C-KYC, KYR+ wherever available and/or applicable during the enrollment process. The detailed guidelines for capturing additional information shall be shared with the successful bidder(s) separately.

Step 2: Collect Biometric data from the enrollees as prescribed by the UIDAI:

Please refer to detailed standards and guidelines of UIDAI for capture of Biometric data including the process flow to Capture Demographic & Biometric Data, and ready for Transfer Sub Process Description for detailed steps involved in Biometric data collection.

Step 3: Get consent letter and generate acknowledgement receipt:

After the demographic and biometric details are captured the enrolment operator shall show the demographic data to the enrollee and get his consent. If needed, any corrections are made to the data and signed off by the Operator/Supervisor by providing his finger prints. All exceptions need to be signed off by the Operator/Supervisor. A consent letter has to be printed and the signature or thumb impression of the enrollee obtained and the letter filed. An acknowledgement receipt is then printed and provided to the enrollee as a reference.

Step 4: Data backup and transfer:

The data thus collected would be transmitted to the UIDAI for a process of de-duplication and allotment of the AADHAAR Number. Please refer to the Guidelines for enrolment for detailed process flows of the various activities in the Enrolment process as prescribed by UIDAI.

Step 5: Send Enrolment Data to Registrar/ Sub-Registrar /Enrollment Agency:

The UIDAI has prescribed the methods by which the data has to be transferred to the Authority for storage in Central Identities Data Repository (CIDR). The guidelines from UIDAI relate to the transfer of data into specific memory devices and transporting them through a secure network or physically by the postal or courier services to the address which will be specified. The enrolling agencies are therefore advised to obtain these instructions before they proceed to collect the demographic and Biometric Data of the willing enrollees. The UIDAI has issued separate instructions on the form of capture and storage for the PoI and PoA documents. It may be noted that UIDAI is not responsible for storage of POA/POI documents.

1.1.3. Technical personnel

The enrolling agency shall hire Technical personnel to provide the technical support during enrolment to the enrolment Centres as per the criteria provided below:

- The Technical personnel shall be a Graduate and have a certification/experience on hardware/software trouble shooting and maintenance
- The Technical personnel shall have a good understanding and experience in using a computer.
- The Technical personnel should have undergone training on the various equipment and gadgets as specified above.
- The Technical personnel should have passed the Technical personnel test and certified from a testing and certifying agency authorized by UIDAI.

1.1.4. Training

Induction training:

After hiring the personnel as described above, the Enrolment Agency should ensure that necessary induction training on the various activities involved in the enrolment process has been provided to them to enable them to understand and adjust to the local situation. The induction/refresher training may be given just before actual deployment of the personnel for enrolment operations and shall be compulsory. The period of induction/refresher training shall be of 10 to 15 days.

Training of Manpower:

The Agency may also opt to identify resources to employ in the Enrolment operations, get them trained and certified and then deploy them at the enrolment stations. UIDAI empanelled training institutes can impart training in UIDAI prescribed enrolment operations. Agencies may opt for engaging specialized training agencies (only those which have been empanelled with UIDAI) for providing training to its enrollment personnel. However, the enrolling agencies may also train their own manpower subject to certain conditions as prescribed below.

- The training schedule and content shall be as prescribed by UIDAI on its website.
- The enrollment agency may prefer to have master trainers onboard. Master trainers shall be identified by the enrollment agency from its pool of trainers and get them trained by UIDAI/ its representative as per its schedule. Master trainers shall train the trainers.
- The enrollment agency shall have the requisite number of trainers for training its personnel. Trainers have to be trained by the Master trainers and should have passed the certification exam.
- The training and enrolment operations shall be separate activities.
- Duration of the training will vary depending on the category/ level of the participant

and shall be prescribed by UIDAI on its website.

- The enrolling agency involved in training shall translate the training material into local language and hand it over to the course participants.
- The enrollment agency shall ensure the availability of the requisite infrastructure for imparting training which shall include:
 - Availability of at least two sets of the equipment and gadgets listed above.
 - Certified trainers
- The training schedule and contents for training shall be defined by UIDAI/its representative.
- The manpower trained by the Enrolling Agency/Empanelled training agency shall be considered qualified only after passing the Certifying test conducted by a Testing and Certifying Agency authorized by UIDAI. Therefore the agency shall coordinate with the testing agency for testing and certifying its trainees.
- The agency shall be subject to process audits for training from time to time by UIDAI/its representative. Indicative training modules are provided on the UIDAI website. Upon successful certification the individual is deemed competent to perform in the role he is certified and can be hired by the Enrolment agencies for enrolment operations.

1.2 Privacy & Security:

Enrolling agencies are responsible to make sure that the data is kept in a very secure and confidential manner and under no circumstances, shall they neither use the data themselves nor part with the data to any other agency other than the UIDAI. Mechanisms to ensure the same have to be put in place by the Enrolling agency and shall be subject to audit by UIDAI/Registrar/Sub-Registrar/Enrollment Agency heir representative from time to time. The outsourced manpower from enrolling agencies will use the Aadhaar enrolment kits available in each AECs if provided by bank and shall be responsible for safe custody of the kits. The enrolment kits to be properly maintained and kept under proper care during enrolment to avoid any damage. Every day after end of work all the kits to be kept in the AEC or the place earmarked by the Registrar/Enrollment Agency securely under lock & key. The kits /any accessories cannot be taken out of the Centre for any purpose without the approval/order of the respective authority. In case of discontinuation of the service, the enrolment kits & accessories should be handed over/returned to the authority in proper way. Otherwise the concerned operator will be treated as defaulter and recovery will be made through the concern agency.

1.3 Provide Electronic MIS Reports on Enrolment Status Daily:

Operator shall send enrollment statistics on enrolment status to Registrar/Enrollment Agency Sub-Registrar/UIDAI on a daily basis. The formats and contents of the MIS reports shall be decided by the UIDAI/Registrar/Sub-Registrar/Enrollment Agency. Maintain day & month wise record of enrolment/update done by them in the AECs/Camps (if any) and submit the report to the authority within 5th of subsequent month.

GENERAL TERMS & CONDITION

1. The service provider shall ensure that the persons supplied, fulfill the required qualification/skill and not defaulter in any organization.
2. The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquires about the character and antecedents of the persons whom they are recommending. A certificate on to this effect to be submitted by the service provider agency to the Registrar/Enrollment Agency /Sub-Registrar/UIDAI.
3. The service provider shall engage necessary persons as per the requirement of the Registrar/Enrollment Agency from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be duty of the service provider to pay their salary every month.
4. The persons deployed by the Service Provider shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative/ organizational matters as all these are of confidential/secret nature.
5. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them.
6. Registrar/Enrollment Agency may request the service provider to dismiss or remove/ replace any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel if they are unacceptable to the Registrar/Enrollment Agency because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office. If no replacement is provided within 3(three) days of the reporting a penalty @ 200/- on each day for each person shall be recovered from the bill of the contractor in addition to reduction of proportionate payment.
7. The service provider shall ensure proper conduct of his personnel in Office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work. A penalty of 200/- on each occasion for each person shall be recovered from the bill of the Service Provider for each case of default.

8. Working hours would be normally from 10.00 A.M to 5.30 P.M. during working days including lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on Saturday, Sunday and other gazette holidays, if required.
9. The agency will be wholly and exclusively responsible for regular and prompt payment of wages to the persons engaged by it in compliance of all statutory obligations under all related legislations as applicable to it from time to time including Minimum Wage Act, Employees Provident Fund. ESI Act etc. and the Registrar/Enrollment Agency shall not incur any Liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation.
10. The service provider shall provide a substitute, in advance, if there is any probability of the person leaving the job due to his/her own personal reasons or require any long leave for any genuine ground. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
11. The service provider shall be contactable at all times and message sent by phone/ e-mail/ Fax/ Special Messenger from the Registrar/Enrollment Agency to the service provider shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Registrar/Enrollment Agency in fulfillment of the contract from time to time.
12. Registrar/Enrollment Agency shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
13. If the Registrar/Enrollment Agency suffers any loss or damage on account of negligence, default or theft on the part of the agency, then the agency shall be liable to reimburse the loss to this in full.

ANNEXURE II (A)
OFFER COVERING LETTER

Date:

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

Dear Sir/Madam,

Sub: Your RFP No. RFP/FID/001/22-23 dated 01.10.2022.

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for providing said services detailed in your above referred RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFP and agree to all the terms and conditions of the RFP and subsequent amendments made, if any.

We also understand that the Bank is not bound to accept the bid / offer either in part or in full and that the Bank has right to reject the bid / offer in full or in part or cancel the entire tendering process without assigning any reasons whatsoever.

We furnish hereunder the details of Demand Draft in lieu of EMD submitted towards RFP document fees and EMD Amount.

| Description | Amount in INR | DD/Trans action Number | DATE OF THE DD | Name of issuing Bank & Branch |
|----------------------|------------------|------------------------------|-------------------|----------------------------------|
| Cost of Bid Document | 5,000/- | | | |
| EMD | 5,00,000/- | | | |

Authorized Signatory
Date:

Name and Designation

Office Seal Place:

ANNEXURE- II (B)
ELIGIBILITY CRITERIA-DECLARATION

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

Sub: Your RFP No. RFP/FID/001/22-23 dated 01.10.2022.

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

| SI No: | ELIGIBILITY CRITERIA as per Clause No.1.3 of the RFP | Documentary proof Submitted (YES /NO) |
|--------|---|--|
| 1. | The bidder is registered in India as per the Indian Companies Act, 1956 (including Section 25 of the Act/ The Partnership Act, 1932 / Societies Registration Act 1860, the Indian Trusts Act 1882/ its equivalent in the respective states or Proprietorship entities having a PAN number and should have been in operation for a period of at least 3 years as on date of RFP. (Documentary proof should be attached). | |
| 2. | The Bidder in case of Private/PSU/Govt. Company/Commercial Organization/ Autonomous Body should have had a Net Worth of at least Rs. 2 Crore as of 31-March-2022 as evidenced by the Audited Accounts of the organization.(Documentary proof should be attached) . If not audited then audited for 2021 and unaudited for 2022. Bidder should be profit making for last two years. | |
| 3. | Bidder should be empanelled Enrolment Agency of UIDAI under the ADHAAR project as on the date of the bid submission. Documentary proof should be provided | |
| 4. | The bidder should not have been blacklisted in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP. Bidder to submit the Self Declaration certificate along with the technical bid. (Documentary proof should be attached). | |
| 5. | The bidder should have been empanelled by any PSUs Bank(s) in India for Aadhaar Enrolment Agency related work. | |

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

Authorized Signatory
Place :

Name and Designation

Office Seal
Date :

**ANNEXURE – II (C)
FORMAT FOR TECHNICAL BID**

| S.No | Evaluation criteria | Marks 100 (Max) | Remarks |
|--|--|-----------------------|---|
| Past Experience of Firm | | | |
| 1 | a. Number of years of relevant experience of firm as on publication date of RFP Above 3 years (15 Points) 2-3 years (10 Points) 1-2 years (5 Points) | 15 (Max) | Bidder should have minimum 1 (one) years' experience on outsourcing Aadhar Manpower Services with any bank. (Experience Certificate or Agreement is required from the respective authority) |
| | b. Number of similar works done/executed in past 3 years More than 5 works (10 Points) 3-5 Works (6 Points) 1-2 Works (4 Points) | | |
| Experience with Government/PSU/ Banks | | | |
| 2 | Experience in supplying Aadhaar Operator/Supervisor to Government/PSU/ Bank Above 200 (10 points) 101-200 Manpower (8 Points) 51-100 Manpower (6 Points) 25 - 50 Manpower (4 Points) | 10 (Max) | Bidder should have experience of manpower supplying with Government/PSU/ Banks (Experience Certificate or Agreement is required from the respective authority) |
| Geographical Presence | | | |
| 3 | Presence /Experience in Number of States as on publication date of RFP in last 3 years Above 10 states (10 Points) 6 to 10 states (7 Points) 1 to 5 states (5 Points) | 10 (Max) | Bidder should have presence at any State of India. (Experience Certificate or Agreement is required from the respective authority) |
| Financial Strength | | | |
| 4 | a) Cumulative Turnover in last 3 years Above Rs. 5 Crores (10 Points) Above Rs. 2 Cr to below Rs.5 Crores (7 Points) Rs.1Cr to Rs.2 Crores (5 Points) | 10 (Max) | Bidder should have cumulative turnover of minimum Rs. 1.00 Cr during last three years. (CA certificate required with UDIN Number) |

| | | | |
|---|--|---------------------|---|
| | <p>b) Cumulative profit</p> <p>More than 3 years (10 Points) 3 years (7 Points) 2 years (5 Points)</p> | <p>10 (Max)</p> | <p>Bidder should have cumulative profit for minimum two years</p> |
| | Aadhaar Enrolment Volume | | |
| | <p>a) Per day average no. of Enrolments/updates per centre</p> <p>More than 20 (15 Points) 15 – 20 (10 Points) 10 to 14 (5 Points)</p> | <p>15 (Max)</p> | <p>Bidder should have average of minimum 10 Enrolment/update per day per centre.</p> |
| 5 | <p>b) Aadhaar Enrolment/updates done in Bank/Govt/PSUs Premises in last 3 years as on bidding date</p> <p>More than 65 Lacs and above Aadhaar Enrolment (Inclusive New + Update) (20 Points)</p> <p>More than 40 Lacs but Less Than 65 Lacs Aadhaar Enrolment (Inclusive New + Update) (15 Points)</p> <p>More than 20 Lacs but Less than 40 Lacs Aadhaar Enrolment (Inclusive New + Update) (10 Points)</p> <p>More than 5 Lacs but Less Than 20 Lacs Aadhaar Enrolment (Inclusive New + Update) (5 Points)</p> | <p>20 (Max)</p> | <p>Bidder should have completed at least 5 Lacs enrolment/updates in last 3 years (Experience Certificate or Agreement is required from the respective authority)</p> |

The agency obtaining at least 60 marks on the basis of technical evaluation will qualify for opening of commercial bids.

We attach herewith the proof of documents as required in support of terms stipulated in clause 1.3 of the RFP No. RFP/FID/001/22-23 dated 01.10.2022. We confirm that the prices quoted by us in the commercial bid are as stipulated by the Bank in clause 1.12 of the RFP No. RFP/FID/001/2022-23 dated 01.10.2022. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. RFP/FID/001/22-23 dated 01.10.2022.


Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

| | | |
|---------------------------|--|---|
| Odisha Gramya Bank | <u>OUTSOURCING OF MANPOWER IN THE CAPACITY OF</u> <u>AADHAAR ENROLMENT OPERATORS CUM</u> <u>SUPERVISORS FOR CARRYING OUT ENROLMENTS/</u> <u>UPDATES IN AADHAAR ENROLMENT CENTRES</u> <u>FOR ODISHA GRAMYA BANK</u> |  ଓଡ଼ିଶା ଗ୍ରାମ୍ୟ ବ୍ୟାଙ୍କ Odisha Gramya Bank <small>(A Govt. Of India Undertaking)</small> |
|---------------------------|--|---|

ANNEXURE – III

FORMAT FOR COMMERCIAL BID

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

| Activity Description | UIDAI specified rates per transaction (Rs.) inclusive of GST | Share Division | | Weightage Of Activity | Total Bank's Share (Rs.) (B*D) (Inclusive of GST) |
|---|--|--|--|-----------------------|---|
| | | Bank's Share out of A (Inclusive of GST) | Agency Share out of A (Inclusive of GST) | | |
| | A | B | C | D | E |
| Biometric Update with or without Demographic Update | Rs. 100.00 | | | 0.25(25%) | |
| Demographic update | Rs. 50.00 | | | 0.70(70%) | |
| E-Aadhaar download and color print out on A4 sheet. | Rs. 30.00 | | | 0.05(5%) | |
| Grand Total | | | | | |

*Price Evaluation will be based on Total quoted by the Bidder.

1. Note: L1 will be determined based on the **Highest Grand Total** offered to Bank by any of the technically short-listed bidder, whose commercial bid is opened,

We certify that prices quoted are all in compliance with the terms indicated in clause 1.10 of the RFP. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. RFP/FID/001/22-23 dated 01.10.2022.

Authorized Signatory

Name and Designation

Office Seal

ANNEXURE –IV
LETTER OF UNDERTAKING

Dear Sir,

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP/FID/001/22-23 dated 01.10.2022, its Annexure's, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at _____ this _____ day of _____ 2022.

Yours faithfully,

For _____

Signature: _____

Name: _____

Authorized Signatory

Place:

Date:

Name and Designation

Office Seal

ANNEXURE -V**SELF DECLARATION – BLACKLISTING**

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

Dear Sir,

We hereby certify that, we have not been blacklisted in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP.

Authorized Signatory

Place:

Date:

Name and Designation

Office Seal

ANNEXURE – VI

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand Twenty One

BY:

_____ Bank, (*) **a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings) Act, 1970**, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Odisha Gramya Bank was formed on 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) hereinafter referred to as "**Bank**", which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

A) **WHEREAS** the Bank, on _____ has concluded a Contract with _____ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at _____ for supply, installation of solution at its Branches / Regional Offices and other offices located across the country and to carry out activities as stipulated in clause of the RFP (hereinafter collectively called ".....").

1. **AND WHEREAS** pursuant to the Bid Documents, purchase order, and the other related documents (hereinafter collectively referred to as "the said documents"), the Bank has agreed to purchase from M/s...who has agreed to provide to the Bankthe said more particularly described in the said documents, subject to payment of the price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.



2. **AND WHEREAS** pursuant to the above arrangement, the Bank, has concluded a Contract, with M/s. on(Hereinafter referred to as “the Vendor” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), subject to the terms and conditions contained in the said documents and the vendor has duly confirmed the same.
3. **AND WHEREAS** in terms of the Contract stated in the said documents, the vendor has agreed to fault free performance of the entire..... including the System, software, components and accessories supplied and to provide an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank other than Odisha Gramya Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
4. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____(Rupees _____ only)being 10% of the contract value towards faithful observance and performance by the Vendor of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

5. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Bhubaneswar forthwith, an amount of Rs(the amount equal to 10% of the order value or any part thereof, as the case may be), as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the **Vendor** in providing comprehensive maintenance as per the warranty, AMC and contractual terms and in the observance and performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the **Vendor**. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the **Vendor** or any dispute between the Bank and the **Vendor** pending before any Court, Tribunal, Arbitrator, or any other authority.
1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and

further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

2. The Bank shall be the sole judge to decide whether the **Vendor** has failed to perform the terms of the Contract in providing performance/ comprehensive maintenance as per the warranty, AMC and contractual terms by the Vendor to the Bank, and on account of the said failure what amount has become payable by the **Vendor** to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank
4. The liability of the Guarantor, under this Guarantee shall not be affected by
 - i) any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the **Vendor** with any other company, corporation or concern; or
 - ii) any change in the management of the **Vendor** or takeover of the management of the **Vendor** by the Government or by any other authority; or
 - iii) acquisition or nationalization of the **Vendor** and/or of any of its undertaking(s) pursuant to any law; or
 - iv) any change in the constitution of the Bank / **Vendor**; or
 - v) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - vi) The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything to the contrary contained herein:
 - i) Our liability under this Bank guarantee shall not exceed
Rs_____ (Rupees_____ only) and
 - ii) This Bank guarantee shall be valid up to and
till.....only, being the date of expiry of the Guarantee and
 - iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened

during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand Discharged unless such written claim or demand is received by us from you on or before..... (**) being the date of expiry of the claim period"

7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the **Courts of Bhubaneswar city** where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

by the hand of Shri. _____,
its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.

ANNEXURE VII

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

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: Your Purchase Order No _____ dated _____

We refer to your purchase order no..... Dated..... / Service Level Agreement awarding contract for _____.

In this regard we confirm that the employees engaged by our Company for carryout the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance of the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

Authorized Signatory
Place:
Date

Name and Designation

Office Seal

ANNEXURE-VIII

FORMAT FOR NON-DISCLOURE AGREEMENT

THIS AGREEMENT made and entered into at Bhubaneswar on this the.....day of.....2022 between **Odisha Gramya Bank** , formed on 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). a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at Bhubaneswar hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

.....a company incorporated under the Companies Act 1956 with its registered office at and its local office at.....hereinafter called the "**COMPANY**" which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is inter alia engaged in the business of banking and in the course of such business activity intend to select an Agency for supplying of manpower to Aadhaar Enrolment and Update Centres for Odisha Gramya Bank.

The Bank has short-listed the Company after completion of single enquiry process. The details of such activities are as per Purchase Order issued by the Bank, duly accepted by the Company.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records of Bank or Bank's customer. The Company may use the information solely for and in connection with the purpose the information was conveyed.

2. Use of Confidential Information.

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The Company shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.

The Company shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given

notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof

The obligation under NDA shall survive the expiration/termination of the original contract referred and the obligations contained herein shall continue indefinitely as long as the underlying information remains confidential. The obligations of the Company respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the Company, the bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

6. Return of confidential information:

Upon written demand of the Bank, the firm shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.

Notwithstanding anything contained in this Agreement, the Company may retain sufficient documentation to support any opinion/ advice that it may provide. Such documentation shall continue to be governed by the terms and conditions of this Agreement.

Remedies:

The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.

Entire Agreement:

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

Indemnity:

The Company agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information".

The Company agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Company would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the Company. The firm agrees that the amount of compensation as decided by the Bank will be final.

The Company agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

Severability:

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

Dispute Resolution Mechanism:

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Bhubaneswar.

Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Bhubaneswar.

Governing laws

The provisions of this agreement shall be governed by the laws of India.

Odisha Gramya Bank

OUTSOURCING OF MANPOWER IN THE CAPACITY OF
AADHAAR ENROLMENT OPERATORS CUM
SUPERVISORS FOR CARRYING OUT ENROLMENTS/
UPDATIONS IN AADHAAR ENROLMENT CENTRES
FOR ODISHA GRAMYA BANK



ଓଡ଼ିଶା ଗ୍ରାମ୍ୟ ବ୍ୟାଙ୍କ
Odisha Gramya Bank
(A Govt. Of India Undertaking)

In witness whereof the parties hereto have set their hands through their authorized signatories

BANK
(Authorized Signatory)

COMPANY
(Authorized Signatory)

ANNEXURE-IX**DISTRICT WISE AADHAAR ENROLMENT CENTRES IN THE STATE OF ODISHA**

| Name of the district | No. of AEC |
|-----------------------------|-------------------|
| Anugul | 3 |
| Balasore | 5 |
| Bhadrak | 3 |
| Cuttack | 5 |
| Dhenkanal | 4 |
| Jagatsinghpur | 3 |
| Jajpur | 4 |
| Kendrapada | 3 |
| Keonjhar | 5 |
| Khurda | 3 |
| Mayurbhanj | 8 |
| Nayagarh | 4 |
| Puri | 5 |
| Total | 55 |

ANNEXURE X- PRE-IP-COVERING LETTER

Ref:

Dated:

To,

Odisha Gramya Bank

Sub: Submission of Offer for Tender ref: RFP/FID/001/22-23 dated 01.10.2022
Outsourcing of Manpower capacity in Aadhaar Enrolment centres for Financial Inclusion
Activities

Dear Sir

The Bidder acknowledges that Odisha Gramya Bank stands committed to following the principles of transparency, equity and competitiveness in public procurement` as enumerated in the integrity Agreement enclosed with the tender document.

The Bidder agrees that the Notice Inviting Tender is an invitation to offer made on the condition that the bidder will sign the enclosed Integrity Agreement, which is an integral part of the tender documents, failing which the Bidder will stand disqualified from the tendering process. The Bidder acknowledges that the bid would be kept open in its original form without variation or modification for a period of 180 days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT/RFP.

Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract which will come into existence when bid is finally accepted by Odisha Gramya Bank. The bidder acknowledges that the mere signing of Integrity pact between the Bidder and the Buyer does not in any way guarantee award of Contract to the Bidder. The bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of the Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, Odisha Gramya Bank shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the Bid in accordance with the terms and conditions of the tender.

Yours faithfully,

(Duly Authorized Signatory of the Bidder)

ANNEXURE XI-PRE CONTRACT INTEGRITY PACT

INTEGRITY PACT

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____(month) 2022, 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

of firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.

2.10 The BIDDER commits to refrain from giving any _complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

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

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

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

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

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

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

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

Article 4: Previous Transgression

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

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

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

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

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

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

Article 5: Criminal Liability

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

Article 6: Earnest Money (Security Deposit)

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

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

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

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

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

Article 7: Sanction for Violations

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

- i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.
- ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to

assign any reason there for.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.

v. To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.

vi. To debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

vii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.

viii. In cases where irrevocable Letters of Credit have been received in respect of any- contract signed by the BUYER with the BIDDER, the same shall not be opened.

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

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

Article 8: Independent External Monitors

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

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

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

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

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

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

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

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

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

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

Article 9: Facilitation of Investigation

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

Article 10: Law and Place of Jurisdiction

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

Article 11: Other Legal Actions

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

Article 12: Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 6 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

Article 13: Code of Conduct

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

Article 14: Examination of Books of Accounts

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

Article 15: Legal and Prior Rights

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

Article 16: Other Provisions

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

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

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

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

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

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

ANNEXURE XII

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

Sub: RFP FOR SELECTION OF VENDOR FOR OUTSOURCING OPERATORS CUM SUPERVISORS FOR AADHAAR ENROLLMENT CENTRES

Ref: Your RFP reference No: RFP No. RFP/FID/001/22-23 dated 01.10.2022.

With reference to the Aadhaar enrollment/updation Services to be offered, we hereby undertake that we possess all the related experience in the field of Aadhaar enrollment/updation Services and our Infra is capable of handling 200 locations at any point of time.

We also undertake that in respect of any increase in the number of locations, we shall upgrade the current infrastructure to ensure uninterrupted handling of all locations.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date: