



ODISHA GRAMYA BANK

Information Technology Department

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

**RFP Ref No. RFP/ITD/PROCUREMENT/001/2018-19 dated 05/12/2018
REQUEST FOR PROPOSAL (RFP) FOR E-PROCUREMENT SOLUTION FOR OGB**

Disclaimer

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

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

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

Checklist

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

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

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Abbreviations and Acronyms

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

| | |
|-----|------------------------------|
| BG | Bank Guarantee |
| EMD | Earnest Money Deposit |
| IPR | Intellectual Property Rights |
| OGB | Odisha Gramya Bank |
| RFP | Request for Proposal |
| PBG | Performance Bank Guarantee |
| SLA | Service Level Agreement |

Section 1 - Bid Schedule and Address

| S.No | Description of Information/ Requirement | Information / Requirement |
|------|---|--|
| 1. | Tender Reference Number | RFP/ITD/PROCUREMENT/001/2018-19 |
| 2. | Date of Issue of RFP | 05 th December 2018 |
| 3. | Last date for receipt of queries, if any. | 12 th December 2018, 17:00 hours |
| 4. | Pre Bid Meeting | 13 th December 2018, 11:00 hours |
| 5. | Bid Submission Mode. | Through manual Tendering process |
| 6. | Last Date and Time for submission of bids along with supporting documents through the above | 20 th December 2018 on or before 16:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person). |
| 7. | Last date, time and place for submission of Original Demand Draft for Cost of document, EMD / Bank Guarantee. | 20 th December 2018 on or before 16:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person). |
| 8. | Date, time and venue for opening the technical bid. | 21 st December 2018 at 11:00 hours at the Bank's Information Technology Department, Bhubaneswar. |
| 9. | Date, time and venue for opening the commercial bid | Will be intimated to the technically shortlisted bidders. |
| 10. | Name of contact officials for DD submission as stated in serial No.6 and for any enquiries. | R. R. Venkatachary – General Manager IT S. K. Basa – Sr. Manager IT |
| 11. | Address for Communication / Submission of Bids | The General Manager, Information Technology Dept, Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030. |
| 12. | Contact officials for any clarification. | S. K. Basa – Sr. Manager, IT 0674-2353045 Mr. A. K. Khandai- Manager-IT 0674-2353023 |
| 13. | Contact e-mail ID | itd@odishabank.in itdh@odishabank.in atm@odishabank.in |

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Schedule date and time of opening of Bids may vary as per exigency.
3. Bid Cost: DD shall be made in favor of "Odisha Gramya Bank" for Rs. 5,000.00 payable at Bhubaneswar.

Section 2 - Introduction

2.1 About OGB:

Odisha Gramya Bank was established since 7th January 2013 with the amalgamation of Neelachal Gramya Bank, Kalinga Gramya Bank and Baitarani Gramya Bank as per 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) of Government of India, Department of Financial Services, Ministry of Finance. Bank is having 549 Branches and 9 Regional Offices and one Head Office across 13 districts of Odisha.

2.2 Objective of this RFP:

For procuring capital assets as well as revenue items, OGB has put in place a procurement process which is at present manual. In order to save cost and time, achieve process efficiencies and establish more transparency in procurement process OGB intends to move from its current procurement system to online e-Procurement by availing the services of an e- procurement service provider.

Through this RFP, OGB proposes to select an Application Service Provider (ASP) i.e. bidder who shall provide a hosted model for conducting online e-Procurement activities. The selected bidder is expected to have its own Hardware, Software, connectivity and expertise in conducting e- Procurement events online.

These selected bidder has to sign a **Rate Contract** for a period of 5 Calendar Years from date of release of Purchase Order.

2.3 Cost of the RFP

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

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

2.4 Due Diligence

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

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

2.5 Ownership of this RFP

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

Section 3 – Scope of Work**3.1 General:**

- 3.1.1 The major work under this RFP would be to provide a web based solution for e-procurement solution which covers features like e-tendering, reverse auction and forward auction etc.
- 3.1.2 The e-procurement solution should be hosted in shared secured infrastructure of bidder or any reputed cloud with minimum of ISO/IEC 27017:2015 certificate. The selected bidder should ensure the data kept in shared infrastructure should be accessible to only authorized personal of Bank and auditor appointed by Bank. Bank may at its sole discretion may do audit by third party auditor regarding security and accessibility of data.
- 3.1.3 Each event should be a separate event to be supported by the proposed e- Procurement system. The system should provide online advertisement of tender, vendor registration through user id/password procedure and proper authentication with Digital Signature, downloading of RFP/tender documents by vendor, submission of bids online, technical evaluation of bids, on the basis of various parameters, reverse auction and award of contract.
- 3.1.4 In e-Reverse auction module, the bidder should provide appropriate bidding screens for bidders to bid for contracts based on lot/single item works and for contract based on Total Cost of Ownership.
- 3.1.5 The Bidder must have its own secured portal hosted in its own server and related computer hardware set up in its own premises / own data center / leased Data Centre for the e-procurement application designed and customized exclusively for OGB.
- 3.1.6 The system shall cover full life cycle of Procurement (indent to placing of Purchase/ Work Order).
- 3.1.7 The system should provide for various standard MIS reports as well as customized reports as per OGB's demand.
- 3.1.8 During the period of the contract, the selected bidder may be required to carry out additional customization in existing module of their software to meet the requirement of OGB which may arise out of changes for regulatory compliance without any additional cost.
- 3.1.9 OGB may opt to start with one or few modules but reserves the right to utilize all modules at a later stage at the price quoted in the commercial bid without any additional cost.
- 3.1.10 The Bidder should provide Support and helpdesk services on connectivity & other technical issues while conducting the online tender events without any additional cost.
- 3.1.11 OGB's data shall be encrypted and stored in secured format.
- 3.1.12 The selected bidder shall provide Training to Administrators and Users of the Application as well as providing training to the prospective Vendors during each Event.

3.2 Broad Requirements:

3.2.1 E-Procurement solution/ system shall have the following features: This is not the exhaustive list:

- It should be a single domain solution with independent modules for both the e- tender and e-auction event.
- Creation of user-ids for various OGB Offices /Departments for different projects/tenders.
- Creation of requisition.
- Creation of notice inviting tender (NIT) and tender documents online.
- Cancel/Re-invite Tender.
- Creation of bidding formats.
- Approve tender online.
- Online upload facility for tender document and annexures.
- Centralized registration of vendors/bidders/contractors (Authenticated with Digital Signature Certificate).
- Submission of bids online.
- Display of the lowest bid at a particular time to all participated bidders on their screens. In case of reverse auction, online bid changes should be visible at OGB's end.
- Provision of various MIS reports (refer 3.2.3).
- Provision for adding multiple items for bidding depending on the project.
- Facilitating the bidders to log in to the system from anywhere through the internet and submit their bid/s.
- Restricting the bidder from seeing another participant's bid. The status of bidders' participation in the tender process should be visible to OGB only. However, the Pre-Qualification-cum-Technical and Price bid/Commercial bid should not be visible to anyone till the opening of the respective bid.
- Option for on-line/offline pre-bid meeting.
- Online technical evaluation by considering all technical parameters and eligibility conditions mentioned in the tender documents.
- Finalization of the lowest Price bid/Commercial bid amongst all the bidders who have qualified the eligibility criteria and technical criteria, through online opening and evaluation. The method of deciding lowest bidder may be different for each event e.g. Lowest Overall cost, Lowest Individual Item cost, Cost-cum- Quality, etc.
- Publishing tender results.
- Award of contract.
- Issue of Purchase Order.
- Compatibility of using both signing and encryption digital certificates at the time of any events of execution.
- Availability of the system 24 x 7.
- Detailed end-to-end audit trail (refer 3.2.2)
- Capability of reverse & forward auctions
- The solution should be ready for e-payment integration (refer 3.2.6)

3.2.2 Audit trail:

The system should provide adequate audit trail including log reports for all the activities, transactions and any changes in configuration, information/ data changes, updations etc.

3.2.3 MIS/Reports:

MIS reports in the form of total number of bids with the value for a tender as well as for a particular bidder, lowest bid with the details, the details of the bidder etc., the progression of the tendering process etc. shall be provided in addition to configurable reports with available data based on actual requirements for a given option/e-auction process.

3.2.4 Data Ownership

The ownership of all data tender related data, RFP documents/forms lies with OGB only. The bidder will only be custodian of this data during contract period.

3.2.5 Data Protection:

The bidder will take all measures to keep data pertaining to OGB secure at Data Center (DC) as well as Disaster Recovery (DR) site during the contract period. A copy of this data should be kept in fireproof vault at DC and DR. At the end of contract period, the bidder will handover this data to OGB, in readable soft format. The selected vendor has to provide all the data at the end of each year for audit purposes and safeguard. The storage media for data has to be provided by the vendor.

3.2.6 E-Payment Integration:

The e-Procurement solution should be ready for e-Payment integration and be capable to electronically handle the following:

- Receipt & Refund of Earnest Money Deposit (EMD) and any other deposits during the bidding and contract award process. OGB will specify the bank account into which the amount is to be received for each tender.
- Electronic Refund of any double payments made by the suppliers (i.e. bidders) while submitting bids.
- Electronic Performance Bank Guarantee (PBG) feature should be incorporated/made available whenever the same would be available with majority of banks in near future.

Note: - However, the option of both e-payment and offline payment should be available. The mode of payment will be specified in each tender. In case of offline payment, the vendor should be able to submit the payment details of DD/Pay Order etc along with snapshots of the DD/Bank Guarantee etc.

3.2.7 Data Transfer and Migration:

After the end of the contract period, the selected vendor should help OGB in migration of current database to the new vendor selected at no additional costs. As such, the database structure of the vendor should be compatible with database structure of new vendor selected or should help in migrating from existing database structure to new database structure of new vendor. The selected vendor will have to provide full support to the new vendor selected till the successful implementation of the portal (till portal goes live) at no additional costs.

3.2.8 Security Features:

- a) **Data Encryption:** The system shall support a minimum of 128 bit encryption for sensitive data, and information while in transfer.
- b) **Prevention of Unauthorized access:** The system shall incorporate Intrusion detection/ prevention system, Firewall, online anti-virus scanning that protects it against unauthorized access and hackers, apart from normal requirements relating to prevention of unauthorized access.

- c) **Inactivation of right mouse button:** The system should ensure that the functionality of right button of the mouse is inactive and ensure the source code should not be visible.

3.2.9 Customization flexibility and scalability:

The system shall be scalable and shall permit expansion of both the capacity and functionality either with the existing configuration or through the addition of requirements, details of which shall be furnished by OGB. The system shall incorporate the necessary requirements to meet the scope and requirements as stated.

3.2.10 Compliances:

- a) The system shall provide storage for all electronic data as per the requirements of OGB, CVC and conforming to the Information Technology (IT) Act 2000 and any further amendments.
- b) The selected bidder's solution must comply with guidelines of CVC/ DIT /GFR/ GIGW (Guidelines for Indian Government Websites) or any other guidelines of GOI or RBI issued from time to time.

3.2.11 Support and operations:

The selected bidder should be willing to send an Engineer/Developer to OGB office in Bhubaneswar for requirement gathering for each tendering event. The selected vendor has to provide engineer / developer free of cost to the bank, at the time of activity or event. All e-procurement related queries should be addressed by the support Engineer. The successful bidder should assign a dedicated Account Manager as a single point of contact for OGB throughout the contract period.

The Account Manager shall be responsible for below activities:

- Help and guide the procurement team of OGB in preparing dynamic forms and annexures related to tender to be executed, co-ordinate with various departments at OGB HO to provide necessary support/ assistance in e- Procurement event till the closure of the tender including creation of NITs (Notice Inviting Tenders), uploading the tender (also addendum/corrigendum if any), opening of technical and price bids etc.
- Co-ordinate with the back end infra team for specific requirement compliance in relation with the tender requirement.
- Undertake any other support work related to e-procurement solution as per the instructions of OGB.
- On need basis, the person should be available on Saturdays/Sundays and other holidays and even for extended hours on these days with no extra cost to OGB.

3.2.12 Operational Support:

The responsibilities of the selected bidder include, but are not limited to, the following:

- Support through telephone/E-mail/Web during Monday to Saturday, 09:30AM to 7:30PM.
- Support for all system and associated components of the e-Procurement solution.
- Ensuring that the system is available as per the prescribed SLA. The Bidder should install/ develop its own tools for monitoring the SLA.
- Re-installations, in the event of system crash/failures.
- Develop Standard Operating Procedures (SOPs)

- Over all monitoring and management of the systems implemented, which includes administration of Networks, UPS and all other services ancillary to these facilities, in compliance with standards and specifications.
- Ensure overall security of the solution for protection of all the servers and systems implemented for the project.
- Ensure timely fine tuning of the application to enhance the end-user experience.

3.3 Training:

The selected bidder shall provide onsite comprehensive class room training to OGB officials at OGB Head Office after go live of the E-procurement solution and thereafter once every year, at no extra cost. The infrastructure for training would be provided by OGB. The selected bidder shall also make provision for downloadable e-Procurement lessons/User manuals/procedure documents.

3.4 Change Management, Upgrades & Updates:

The Bidder shall be responsible to carry out changes in solution for any changes required for functions, processes, rules, improvements or any configuration changes etc. as per requirements of OGB from time to time. Any statutory changes would be required to be done within stipulated time line. The upgrades and updates of the solution shall be carried wherever due, with prior intimation to OGB. These activities should be free of cost to the bank.

3.5 Product Documentation:

The Product Documentation in hard copy to be supplied along with User Manuals, Technical Manuals. The user manuals should provide a functional description of all the facilities available and it should be available online. The technical manuals should provide the procedures for system configuration, parameter configuration, system fine tuning, security configuration, any other configuration and system installation and management information.

3.6 Process Operations Response Times:

Sizing and capability of the Solution and Hardware deployed would be such that the solution is able to deliver the web page or screen output at the user end within 5 seconds of query or request submission under ideal condition. This may be audited by separate auditor of the bank.

3.7 Single Point of Contact

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

Section 4 - Eligibility Criterion

4.1 Eligibility Criteria

The bidders should fulfill following criteria:

PQ 1. The Bidder should be a company incorporated under Indian Companies Act, 1956 (Amended 2013) and should be in existence for last 3 years. (Certificate of Incorporation to be attached)

PQ 2. The Bidder should have minimum annual turnover total of ₹1.00 Crores in last two financial years (i.e. 2016-17, 2017-18). The turnover should not be of any corporate / group/ affiliated / associate / consortium partner. (*The Bidder should submit Profit & Loss Statement for the years 2016-17 & 2017-18*).

PQ 3. The Bidder should have experience of conducting total of 200+ e-procurement events (e-tender/e- reverse auctions/ e-forward auctions) in any private sector / Central or State Government departments or bodies / Public Sector Undertakings (PSU)/ Public Sector Enterprises (PSE)/ Banks in India in last 3 years. *(Self- Declaration as per the Annexure-K to be attached)*

PQ 4. The Bidder should have executed minimum 3 contracts for e-Procurement services from Central or State Government departments / Public Sector Undertakings (PSU)/ Public Sector Enterprises (PSE)/ Banks in India during the last 3 financial years. *(Copy of the purchase orders to be attached)*. The bidder should be in contract with any of these organizations as on the date of the RFP.

PQ 5. The Bidder should be an ISO/IEC 27001:2008 certified company. *(Certificate to be attached)*

PQ 6. The Bidder should have a valid STQC (Standardization Testing and Quality Certification) certificate for E- Procurement platform. *(Certificate to be attached)*

PQ 7. The bidder should not have been blacklisted by any department or undertaking of the Central or State Government of India/ Public Sector Undertakings (PSU)/ Public Sector Enterprises (PSE)/ Banks. The bidder has to provide an undertaking on the official letter-head of the company that it has not been blacklisted by Central or State Government departments / Public Sector Undertakings (PSU)/ Public Sector Enterprises (PSE)/ Banks in India. *(Self-Declaration as per the Annexure-E to be attached)*

PQ 8. The bidder must provide at least one client reference, including the name and telephone number of a contact person whom the bank may call. *(Details to be provided in Eligibility Criteria form in annexure-I)*

Supporting document for fulfilling the Eligibility Criteria **(Annexure-I)** will have to be submitted in envelope 'A' containing pre-qualification cum technical bid. Bids from the vendors who do not qualify based on the above criteria will be rejected.

4.2 Eligibility Criteria Response Sheet

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

Section 5 - Instruction to Bidders

A. The Bidding Document

5.1 RFP

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

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

5.2 Cost of Bidding

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

5.3 Content of Bidding Document

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

5.4 Clarifications of Bidding Documents and Pre-bid Meeting

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

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

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

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

5.5 Amendment of Bidding Documents

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

B. Preparation of Bid

5.6 Bid Price

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

Bidder registered under MSME / NSIC or have Udyog Aadhar Memorandum certification under Micro & Small Enterprises of Service industry then exemption will be allowed on Bid Price.

5.7 Earnest Money Deposit (EMD)

The Bidder is required to deposit Rs.50,000.00/- (Rupees Fifty Thousand only) in the form of a Demand Draft / Pay order in favor of "Odisha Gramya Bank" payable at Bhubaneswar or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure B1.

No interest will be paid on the EMD.

Bidder registered under MSME / NSIC or have Udyog Aadhar Memorandum certification under Micro & Small Enterprises of Service industry then exemption will be allowed on EMD.

5.8 Return of EMD

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

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

5.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

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

5.10 Period of Validity of Bids

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

5.11 Extension of Period of Validity

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

5.12 Format of Bid

Bidder should submit both the Technical and Commercial bid in form of Hard Copy. The commercial bid should be submitted as per format mentioned in Annexure R.

5.13 Signing of Bid

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

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

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

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

Note: *The pages should be serially numbered with index and spirally bound or securely fastened. Bids submitted as loose sheets may be rejected as non-compliant.*

C. Submission of Bid

5.14 Envelope bidding process

The Bid shall be prepared in 2 different envelopes, Technical Bid (Envelope A) and Commercial Bid (Envelope B).

Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as "REQUEST FOR PROPOSAL (RFP) FOR E-PROCUREMENT SOLUTION FOR OGB"

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

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

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

5.15 Contents of the Envelopes

Envelope A - Technical Bid

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

1. Bid Cost in the form of Demand draft/Pay order
2. Bidder's Letter for EMD – Annexure A
3. Bid Earnest Money in the form of Demand Draft or Bid Earnest Money in the form of Bank Guarantee – Annexure B1
4. Bid Offer form (without price) – Annexure C
5. Bidder Information – Annexure D
6. Declaration of Clean Track Record – Annexure E
7. Declaration of Acceptance of Terms and Conditions – Annexure F
8. Declaration of Acceptance of Scope of Work – Annexure G
9. Power of Attorney for signing of bid – Annexure H
10. Eligibility Criteria Compliance – Annexure I along with supporting documentary proof for each criterion as stipulated.
11. Technical Bid Form – Annexure J
12. Self-Declaration on Experience – Annexure K
13. Three years audited Balance Sheet and Profit and Loss Statements for FY 2015-16, 2016-17, 2017-18.

14. RFP document duly sealed and signed by the authorized signatory on each page

15. All necessary supporting documents

Envelope B - Commercial Bid

1. Commercial Bid – Annexure R
2. Non-Disclosure Agreement – Annexure Z

5.16 Bid Submission

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

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

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

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

5.17 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.18 Bid Language

The bid shall be in English Language.

5.19 Rejection of Bid

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

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

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

5.20 Deadline for Submission

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

5.21 Extension of Deadline for submission of Bid

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

5.22 Late Bid

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

5.23 Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

No bid will be modified after the deadline for submission of bids.

5.24 Right to Reject, Accept/Cancel the bid

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

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

5.25 RFP Abandonment

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

5.26 Contacting OGB

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

5.27 Contract Period

The contract should be valid for 5 years from date of release of Purchase Order. However, at any point of time bank at its sole discretion may terminate contract with a notice of 90 days. In such case, bank will not pay any penalty towards termination of contract.

Section 6 - Bid Opening

6.1 Opening of Bids

Bids will be opened in 2 stages:

Stage 1 – The Sealed Envelope “A” containing the EMD , Eligibility Criteria Compliance document as per Annexure-I and the Technical Bid Form as per Annexure- J would be opened at the above address in the presence of those bidders who have submitted the tender bids and wish to remain present. Such authorized representatives should bring a letter on company’s letterhead authorizing him/her to attend the opening of the bids. Envelope ‘B’ containing commercial bid would be put back in the tender box and sealed.

Stage 2 - The Sealed Envelope “B” containing Commercial Bid (Annexure R) of only those vendors would be opened who have been short listed on the basis of Pre-qualification criteria cum Technical Bid. The authorized representative should bring a letter on company’s letterhead authorizing him/her to attend the Commercial bid opening. The signature of the representative of the tenderer shall be obtained in the tender opening register. The date and time of opening of the Commercial bid would be intimated to the short listed bidders at a later date.

Section 7 - Bid Evaluation

7.1 Evaluation of Eligibility and Technical Bids

1. Envelope 'A' containing Pre-Qualification cum Technical bids would be opened on the specified date.
2. Technical Bids of only those bidders will be evaluated who qualify in the Pre-Qualification Criteria.
3. The documents submitted by the bidders would be evaluated by the Technical Committee of OGB.
4. The committee will award marks for the technical proposal of the bidder according to the scheme of marks indicated in Annexure J.
5. Bidders securing 80% or more marks will be shortlisted for opening of their commercial bids

7.2 Evaluation of Commercial Bids:

1. Envelope 'B' containing Commercial bids would be opened of only those bidders who have been short-listed. The time and the date would be intimated to the shortlisted bidders at a later date. The authorized representative should bring a letter on company's letterhead authorizing him to attend the Commercial bid opening
2. The bidder with lowest commercial cost will be identified as the successful bidder.
3. Any commercial bid incomplete in any respect or deviating from the specified format would not be considered. If there is a discrepancy between the sum of line items and the total price in the commercial bid, the sum of line items shall prevail and OGB shall correct the total price.
4. If the bidder does not accept the correction of errors, the bid shall be rejected.
5. This procedure is subject to changes and the procedure adopted by OGB for opening the tender shall be final and binding on all the parties.

7.4 Successful Evaluated bidder:

The bidder with lowest commercial bid identified will be declared as the successful bidder and will be called L1 bidder for the RFP. In case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, the bidding process will be cancelled and will be retender.

7.5 Price Composition

1. The prices quoted should be only in Indian rupees.
2. The vendors should quote prices strictly as per the price composition / format stated in "Annexure-R", failing which the offers are likely to be rejected.

7.6 No Price Variation

The commercial offer shall be on a fixed price basis

7.7 Price Freezing

The prices finalized shall remain valid for a period of 60 months from the date of offer, with quarterly review for downward revision of prices. Bank's purchase committee along with the account manager of vendor will review the downward revision of price. No upward revision shall be accepted by Bank.

Section 8 - Terms and Conditions

8.1 Notification of Award / Purchase Order

After selection of the L1 bidder, as given in Clause 7.3, 7.4 & 7.5, and after obtaining internal approvals and prior to expiration of the period of Bid validity, OGB will send Notification of Award / Purchase Order to the selected Bidder.

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

8.2 Term of the Order

The term of the Notification of Award/Purchase Order shall be for a period of 5 years. However at any point of time, bank at its sole discretion may terminate the contract with a notice of 90 days. In such case bank will not pay any penalty for termination by convenience.

8.3 Acceptance Procedure

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

8.4 Performance Bank Guarantee (PBG)

The successful bidder will provide Bank Guarantee to OGB of amount of **Rs.5,00,000/- (Rupees Five Lakhs Only)** for a period of 60 months from the date of acceptance of PO with claim period of 12months for performance warranty within 15 days after accepting the Purchase Order. Performance bank guarantee should be submitted in the format given in Annexure-B2. OGB reserves the right to amend/ modify/ delete all or any of the terms set out in the said draft agreement.

The PBG should remain valid till the end of the contract and claim period should be 12 months from the date of expiry of the said BG.

8.5 Taxes and Duties

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

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

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

8.6 Service Level Requirements

The successful bidder will sign a Service Level Agreement (SLA) with OGB and submit a Deed of Indemnity within 30 days after accepting the Purchase Order. OGB reserves the right to amend/ modify / delete all or any of the terms set out in the said draft Agreement.

The time-schedule for initial customization and each event thereafter is given as follows:

| S. No. | Particulars | Delivery Schedule |
|--------|---|---|
| 1. | Customization of the e-Procurement Portal for OGB (e- tender, Reverse/forward auction), complying with OGB's technical and functional requirements and handing over this platform to OGB for conducting an e-tender/auction events. | 30 days from date of acceptance of Purchase Order |
| 2. | Provision of error file, log file and other MIS as needed by OGB after each tender event. | 7 days from end of each tender event. |
| 3. | Submission of RCA (Root Cause Analysis) report for failed events due to technical issues at Bidder's end. | 3 days from end of each tender event. |

Note: - Once the solution is configured and provisioned as per OGB requirement a sample case will be tested for the entire e-Procurement process and the solution will be rolled out for operation/use.

8.7 Penalty on non-adherence to SLAs

1. Penalty on Initial setup:

Penalty at the following rates will be applicable for delay beyond the Delivery Schedule mentioned against each of the above activity:

- @ 0.5% of total OTC up to one week;
- @ 1.0% of total OTC up to two weeks;
- @ 3.0% of total OTC up to three weeks;
- @ 10% of total OTC for four weeks and above;

Note: Here OTC refers to the Total OTC mentioned in Part: A of Annexure R - Commercial Bid Format submitted by the bidder.

For the purpose of this clause, part of the week is considered as a full week.

2. Penalty on delay in event:

No charge will be paid for an event that is cancelled due to any technical fault/ failure on part of the Selected Bidder (including connectivity to the bidder's portal/data center /servers etc.). Additionally, a flat penalty of 10% of the 'per Event cost' will be levied for each of the cancelled events. If the event is cancelled by OGB, no penalty will be levied. OGB will be solely entitled to declare 'cancellation' of an event and to categorize it as a failure due to technical fault/failure on part of the Selected Bidder.

8.8 Price

1. Price quoted shall be in Indian Rupees.
2. The contract shall be awarded on Lump Sum (Firm, Fixed Price) basis.
3. The vendors should quote only the **base price**. All applicable taxes / Octroi will be paid as actuals. Octroi charges would be paid, wherever applicable and would be reimbursed on production of actual documents.
4. There shall be no escalation in the prices once the prices are fixed and agreed by the company and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to

reduction in duty & taxes after the prices are fixed and before the agreement should be passed on to OGB.

5. The prices should be valid for minimum 3 months from the date of RFP submission.
6. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost /price shall be entertained. But, any benefit arising out of any subsequent reduction in the prices due to reduction in taxes should be passed on to the Company.

8.9 Product Upgrades

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

8.10 Delivery Schedule & Payment Terms:

- 1) The payment will be made on quarterly basis for all the e-Procurement event conducted during this period on submission of all required document e.g. Letters of completion of e- Procurement event, original bill/invoice, solution Uptime Report etc.

Note: - Each tender will be considered as an event. A event may have either or all activity like reverse auction / forward auction.

- 2) The contract shall be deemed as incomplete if any event is not completed within the stipulated time period or the event is not successfully completed in the manner as specified by OGB or if any act/event/incident (including legal) takes place which can be directly or indirectly attributed to the bidder, which results in any delay / non-completion of an event or which results in a reputational or other loss to OGB.

8.11 Confidentiality

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

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

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

The terms of this clause shall continue in full force and effect for a period of five (5) years from the date of disclosure of such Confidential Information.

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

8.12 Indemnity

The bidder shall indemnify, protect and save OGB and hold OGB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its

employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

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

8.13 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

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

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

8.14 Obligations of the Bidder

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

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

8.15 Exit option and contract re-negotiation

- a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause
- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.
- c) Reverse transition mechanism would be activated in the event of cancellation of the RFP/contract or exit by the parties prior to expiry of the RFP/contract. The Bidder should perform a reverse transition mechanism to OGB or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to OGB or to an alternative 3rd party / vendor nominated by OGB. Where OGB elects to transfer the responsibility for service delivery to a number of vendors, OGB will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.

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

8.16 Extension of RFP/Contract

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

8.17 Order Cancellation

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

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

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

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

8.18 Termination of Contract

For Convenience: OGB, by written notice sent to Bidder, may terminate the RFP/contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the RFP/contract is terminated and the date upon which such termination become effective. OGB will not be liable or pay any penalty or payment after end date of notice period or end date of contract whichever is earlier.

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

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

8.19 Effect of Termination

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

right to assign or allot or award the contract to any third party upon cancellation of the availed services.

8.20 Force Majeure

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

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

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

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

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

8.21 Resolution of Disputes

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

1. Such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the RFP/Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by OGB and the Bidder. The third Arbitrator shall be chosen by mutual discussion between OGB and the Bidder. Where the value of the RFP/contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by mutual consent between OGB and Bidder.
2. Arbitration proceedings shall be held at Bhubaneswar, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the

expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

4. Any appeal will be subject to the exclusive jurisdiction of courts at Bhubaneswar.

8.22 Compliance with Applicable Laws of India

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

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

8.23 Legal Compliances:

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

8.24 Intellectual Property Rights:

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

8.25 Applicable Law and Jurisdiction

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

8.26 Facilities provided by OGB:

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

8.27 No Damage of OGB Property

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

8.28 Fraudulent and Corrupt Practice

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

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

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

8.29 Governing Language

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

8.30 Addresses for Notices

Following shall be address of OGB and Bidder

OGB address for notice purpose:

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

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

8.31 Sub-Contracting

The successful vendor will not, without the written consent of Odisha Gramya Bank (OGB), make any assignment or sub-contract for the provision of any services hereby bid on.

8.32 Addendum/Corrigendum

The vendors are advised to regularly check the OGB website (<http://odishabank.in>) for addendum/corrigendum, if any, to be published only on this website.

8.33 Inspection by the Bank Official

OGB’s representatives shall have free access to the selected bidder's work premises at any time during working hours for the purpose of inspecting the selected bidder 's facilities if necessary, to satisfy itself

about the selected bidder's capability. The successful bidder shall provide the necessary facilities for such inspection.

The solution/system may be verified/tested by the Bank's officials to check whether the compliance on all the technical & functional criteria are fully satisfied; This would be done after the technical evaluations of this tender, but before the opening of the commercial bids.

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

Annexure A – Bidder's Letter for EMD

To

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

Subject: RFP No. RFP/ITD/PROCUREMENT/001/2018-19 dated 05/12/2018 for "REQUEST FOR PROPOSAL (RFP) FOR E-PROCUREMENT SOLUTION FOR OGB".

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Annexure B1 - Bid Security (Bank Guarantee)

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

Odisha Gramya Bank: _____

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

This guarantee will expire:

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

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

[Signature]

Annexure B2 - Bid Security (Performance Bank Guarantee)

(BANK GUARANTEE)

Date

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

Performance Bank Guarantee No:

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

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

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

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

Notwithstanding anything contained in the foregoing:

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

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

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

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

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

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

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

{Signature of the Authorized representatives of the Bank}

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

OFFER LETTER

Date:

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

Dear Sir,

Subject: RFP No. RFP/ITD/PROCUREMENT/001/2018-19 dated 05/12/2018 for "REQUEST FOR PROPOSAL (RFP) FOR E-PROCUREMENT SOLUTION FOR OGB".

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

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

| Addendum No. / Corrigendum No. | Dated |
|--------------------------------|-------|
| | |
| | |

While submitting this bid, we certify that:

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

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

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

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Annexure D - Bidder Information

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

Annexure E - Declaration for Clean Track Record

To

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. RFP/ITD/PROCUREMENT/001/2018-19 dated 05/12/2018 for “REQUEST FOR PROPOSAL (RFP) FOR E-PROCUREMENT SOLUTION FOR OGB”**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure F - Declaration for Acceptance of RFP Terms and Conditions

To

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. RFP/ITD/PROCUREMENT/001/2018-19 dated 05/12/2018 for “REQUEST FOR PROPOSAL (RFP) FOR E-PROCUREMENT SOLUTION FOR OGB”**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure G - Declaration for Acceptance of Scope of Work

To

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

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **RFP No. RFP/ITD/PROCUREMENT/001/2018-19 dated 05/12/2018 for “REQUEST FOR PROPOSAL (RFP) FOR E-PROCUREMENT SOLUTION FOR OGB”**.. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure H - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP No. RFP/ITD/PROCUREMENT/001/2018-19 dated 05/12/2018 for "REQUEST FOR PROPOSAL (RFP) FOR E-PROCUREMENT SOLUTION FOR OGB"**. in response to the RFP by OGB, including signing and submission of all the documents and providing information/responses to OGB in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2018.

For _____.

Accepted

(Signature)

(Name Designation)

Date:

Business Address:

Annexure I - Eligibility Criteria Compliance

| Sl.No. | ITEM | INFORMATION TO BE FURNISHED BY THE BIDDER | | | |
|--------|---|---|-----------------------------|---------------------------------|------------------------------|
| 1. | Name of Organization: | | | | |
| 2. | Type of organization: (Pvt. Ltd. / Public Ltd, etc.) | | | | |
| 3. | Year of establishment (Certificate of Incorporation to be attached) (PQ-1) | | | | |
| 4. | Name of the official in charge of this bid with phone / mob. Nos./ Email Id | | | | |
| 5. | Nature of business | (I) | | | |
| | | (II) | | | |
| | | (III) | | | |
| 6. | Annual turnover during the last financial year (PQ-2) (Profit & Loss Statement to be attached) | | | | |
| 7. | Experience of conducting 200+ e-procurement events (e-tender/e-reverse auctions/ e-forward auctions) (PQ-3) (Self-Declaration to be provided as per the ANNEXURE - K) | | | | |
| 8. | Minimum 3 contracts for e-Procurement services from Central or State Government departments / Public Sector Undertakings (PSU)/ Public Sector Enterprises (PSE)/ Banks in India during the last 3 financial years (PQ-4) | Sr. No | Name of Organization | Tenure of project (Year) | Contract value in INR |
| | | 1. | | | |
| | | .. | | | |
| | | 5. | | | |
| 9. | ISO/IEC 27001:2008 certified company (PQ-5) (Certificate to be attached) | | | | |
| 10. | CMMI (Capability Maturity Model Integration) Level 3 or above certification. (PQ-6) (Certificate to be attached) | | | | |
| 11. | STQC (Standardization Testing and Quality Certification) certificate for E-Procurement platform. (PQ-7) (Certificate to be attached) | | | | |
| 12. | The bidder should not have been blacklisted by any department or undertaking of the Central or State Government of India/ Public Sector Undertakings (PSU)/ Public Sector Enterprises (PSE)/ Banks. (PQ-8) (Self-Declaration to be provided as per the | | | | |

| ANNEXURE- E) | | | | | |
|-----------------|---|--------|-------------|-------------|----------|
| 13. | Client References (PQ-9) | Sr.No. | Client Name | Contact No. | Email ID |
| | | | | | |
| 14. | Bidder may provide following Bank details | | | | |
| | • Name of Account | | | | |
| | • Type of Account | | | | |
| | • Account Number | | | | |
| | • Name of the Bank | | | | |
| | • Name of the Branch | | | | |
| | • Address of Branch | | | | |
| | • MICR Code No. | | | | |
| • IFSC Code No. | | | | | |

Notes:

1. On request original documents should be produced failing which the tender would be liable for rejection.
2. OGB reserves the right to independently verify the claims of the bidder.
3. Please provide documentary proof of all information provided. For details, attach additional sheets, if required.

I /We declare that I/We have examined the terms and conditions mentioned in the Bid document and accordingly agree and accept the same for tender/bid filing.

Seal of the firm/company Authorized

Signature of the Representative of Bidder

Tenderer:

Date:

Note: The above tender cum bid format should be typed on the official letter head of the bidder. Separate sheet is to be enclosed if the space provided is not sufficient for the data to be provided. List of enclosures should be attached with the bid form.

Annexure J - Technical Bid Form

| Sl.No. | Description | Compliance (Yes/No) |
|----------|---|---------------------|
| 1 | INFRASTRUCTURE | |
| 1.1 | Data Centre to be located in India. | |
| 1.2 | Disaster Recovery setup to be located in a different seismic zone in India. | |
| 1.3 | System should be PKI enabled. Bidder to provide documentation for PKI compliance of the services rendered. | |
| 1.4 | System should work with the Digital Certificates issued by any of the Certifying Authorities in India. | |
| 1.5 | All the e-Procurement data to be held in encrypted form (minimum of 128 bit encryption). | |
| 1.6 | The Bidder should be able to provide all the data on CD/DVD or Portable devices on a quarterly basis. | |
| 1.7 | The System should support Evaluation based on a formula by which some percentage is allocated for Technical and some percentage is allocated for Commercial. | |
| 1.8 | The system shall incorporate Data Intrusion System, Firewall, Online Virus Scanning and necessary web security features to prevent unauthorized and malicious access apart from normal measures already in place for the same. | |
| 1.9 | The system should support concurrent events. Bidder to provide the details regarding number of concurrent events that can be conducted. The same shall be demonstrated at the UAT. | |
| 2 | TECHNICAL REQUIREMENTS | |
| 2.1 | The selected Bidder shall guarantee a Quarterly uptime of minimum 99% for the shared infrastructure (hardware/software from the date of commencement of the proposed solution. (Any planned shutdown will not be considered for calculating SLA). | |
| 2.2 | The various stages of the solution being proposed should be modular and should be capable of being implemented Independent of each other. | |
| 2.3 | It should be a single domain solution with independent modules for both the e-tender and e-auction event. | |
| 3 | SCOPE OF WORK | |
| 3.1 | Enabling hosted solution for e-Procurement of any Product, service or goods. | |
| 3.2 | The system should cover full life cycle of purchase (from RFP/Indent to Purchase Order). | |
| 3.3 | The System should have the following Modules: | |
| | 1)Creation of Requisition | |
| | 2) Creation of Tender | |
| | 3) Cancel/Re-invite Tender | |
| | 4)Prepare Tender document online | |
| | 5)Approve Tender online | |

| Sl.No. | Description | Compliance (Yes/No) |
|------------|--|---------------------|
| | 6)Creation of Bidding formats | |
| | 7)Uploading of Tenders | |
| | 8)Centralized Registration of Vendors/ Contractors | |
| | 9)Downloading of Tenders by prospective Vendors | |
| | 10)Pre-Bid Queries | |
| | 11)Facility for online Pre-Bid Meetings | |
| | 12)Publish Minutes of Pre-Bid Meeting | |
| | 13)Submit Bids Online | |
| | 14)Upload attachments to Tender | |
| | 15)Technical Evaluation | |
| | 16)Price Bid Opening | |
| | 17)Publish Tender Results | |
| | 18) Award of Contract | |
| | 19) Purchase/ Work Order | |
| | 20)Management Info System (MIS) | |
| | 21)Audit Trail | |
| | 22)Reverse Auction | |
| | 23)Forward Auction | |
| 3.4 | The Bidder should have a well-organized Help-line during Events. | |
| 3.5 | The Bidder should customize the Software solution, suitable for OGB's Technical and Functional Requirements and should make the application ready for Proof of Concept within 30 days of acceptance of the Purchase Order. | |
| 4 | FUNCTIONAL REQUIREMENTS | |
| 4.1 | USER INTERFACE | |
| 1 | GUI based Wizard Driven Configuration Customized Look & Feel , Graphical Representation, Online/Onscreen help features etc. | |
| 2 | Home Page should have search option with different parameters like event reference no., date, status, event keyword etc. | |
| 4.2 | TYPES OF TENDERS (Should support various types of Bids e.g.) | |
| 1 | General Tenders | |
| 2 | Rate Contracts | |
| 3 | Single/Multiple Envelope Bidding | |
| 4 | Open Tender where any Vendor can bid after registering with the portal. | |
| 5 | Limited Tender where only limited Vendors can bid & view the tender. | |
| 6 | EOI /Expression of Interest. | |
| 7 | NCB (National Competitive Bidding). | |
| 8 | Goods Tender - with quote for each line item. | |
| 9 | Works Tender – with quote in % of the estimated cost. | |
| 4.3 | TENDER NOTICE CREATION | |
| 1 | It must be capable of floating Tender notice in .pdf,.doc/.docx /.jpeg and other preferred formats. | |
| 2 | Tender notices should be visible to Vendors only after it is approved. | |

| Sl.No. | Description | Compliance (Yes/No) | |
|------------|---------------------------|--|--|
| | 3 | System should allow Archival of Tenders and allow retrieval when required. | |
| | 4 | System should allow Cancelled Tender to be revived for future tenders. | |
| | 5 | It should be possible to categorize Tender as New, Live, Archived, Cancelled, etc. for ease of understanding. | |
| | 6 | There should be provision for attaching images with Tender Notice. | |
| | 7 | The system should have the capability of assigning unique internal reference number to each Tender. | |
| | 8 | There should be a facility for Online Pre-bid Meeting. | |
| 4.4 | TENDER SETTINGS | | |
| | 1 | System should support Tenders with or without tender RFP Costs. | |
| | 2 | System should support Tenders with or without EMD. | |
| | 3 | System should support Tenders with or without Pre-Bid Meeting. | |
| | 4 | System should support Tenders with or without pre- qualification phase. | |
| | 5 | System should support Tenders with or without Technical Bid. | |
| | 6 | System should have provision for inviting EOI and issuing RFP to only pre-qualified bidders of EOI. | |
| | 7 | System should have inbuilt check to ensure that incomplete bids in any manner is not accepted. | |
| | 8 | Bid withdrawal option should be available such that Vendor is allowed to withdraw bid that they might have submitted on or before due date and time. | |
| | 9 | System should have facility of sending emails to be sent to all Registered Vendors. | |
| | 10 | System should have the ability to set maximum size of single file upload. | |
| | 11 | System should have ability for uploading various types of documents. | |
| | 12 | It should be possible to download Tenders free of cost. | |
| | 13 | System should maintain record of names of those Vendors who have downloaded the Tender. | |
| | 14 | It should be possible to specify online brief description of the Tender to enable Vendors to view. | |
| | 15 | System should support Evaluation based on a formula by which some percentage is allocated for Technical and some percentage is allocated for Commercial. | |
| | 16 | OGB should be able to black list a Vendor. | |
| | 17 | System should have facility for Vendor Registration & Administration. | |
| 4.5 | TENDER UPLOAD | | |
| | 1 | System should allow upload of multiple documents for a Tender. | |
| | 2 | System should have the facility of virus scan or any other security threat while uploading documents by the Vendors. | |
| | 3 | Tender should be visible to vendors only after it is published. | |
| 4.6 | TENDER CORRIGENDUM | | |

| Sl.No. | Description | Compliance (Yes/No) | |
|-------------|-------------------------------|---|--|
| | 1 | It should be possible to upload corrigendum and correlate them to the main Tender. | |
| | 2 | Corrigendum should be maintained chronologically. | |
| | 3 | Corrigendum should be made visible to all those who have already downloaded the original Tender. | |
| 4.7 | ONLINE PRE-BID QUERIES | | |
| | 1 | The system should allow Vendors to post any number of questions. | |
| | 2 | It should be possible for Vendors to upload pre-bid queries within the timeline prescribed. | |
| | 3 | The system should have the facility of masking the name of the Vendors who have raised the questions and should be visible only to OGB. | |
| | 4 | The system should allow upload of replies to pre-bid queries. | |
| 4.8 | ONLINE PRE-BID MEETING | | |
| | 1 | It should be possible to hold pre-bid meeting online, if required by OGB. | |
| | 2 | There should be a facility of replying to all or selected questions. | |
| | 3 | The system should not allow questions to be raised after pre-bid meeting date is over. | |
| | 4 | The system should have facility to reject providing reply to any question. | |
| | 5 | The system should allow upload of replies to pre-bid meeting. | |
| 4.9 | VENDOR REGISTRATION | | |
| | 1 | Only those Vendors who register themselves with the portal would be eligible to participate in the Tenders. | |
| 4.10 | BID SUBMISSION | | |
| | 1 | System should allow online submission along with attachments. | |
| | 2 | Bid modification & withdrawal option such that Supplier is allowed to modify / withdraw bid, that they might have submitted on or before due date and time. | |
| | 3 | Tender Opening links should not get activated before due date and time. | |
| 4.11 | BID OPENING | | |
| | 1 | In case of multi envelope tender, unless the first phase (envelope) is completed, the second phase (envelope) should not get opened and so on. | |
| | 2 | As each stage of e-Procurement gets completed the comparative chart of Vendors should get auto generated. | |
| | 3 | Rejected Vendors should not qualify for next round automatically. | |
| | 4 | System should have the facility to export data to spread sheets. | |
| | 5 | System should have a provision that OGB can see the name of the Vendors who are present online at the time of online Tender Opening event. | |

| Sl.No. | Description | Compliance (Yes/No) |
|-------------|---|---------------------|
| 6 | System to support co-signing facility i.e. the remarks can be given by 2 or more officers and the same can be by each of the digitally signed officers with their respective Digital Certificate. | |
| 7 | OGB should have an option to select a bidder based on individual line item of requirement or on the basis of overall cost of items. | |
| 8 | Solution should have the flexibility to make desired combination of members to form a committee at any point of time before bid opening events. The system should not insist for committee formation at the time of NIT creation. | |
| 9 | Tender Opening links should not get activated before due date and time. | |
| 10 | System should support online Tender Opening where Vendors can participate online from their respective offices | |
| 11 | System should have the facility to export data to any desired format such as PDF/DOC/DOCX/ XLS/XLSX. | |
| 12 | For Reverse Auctions Alias names should be auto generated for the Bidders and the same shall be visible to OGB at the time of live event. Once Reverse Auction has been completed, bidder's names should be visible to OGB. | |
| 4.12 | E-AUCTION | |
| 1 | System should have provision of Reverse / Forward, including Rank bidding, Anonymous & Alias bidding, Multi Line bidding, Multiple Lot bidding, Package Auction, English, Transformational, Preferential, Weighted, Techno Commercial and / or any other formats. | |
| 2 | System should have provision for Parameters defining and setting of Opening Price, Historic Price, Reserve Price, and Landed & Base Price. | |
| 3 | Data validation rules, Auction Rules like lowest / highest bid wins or highest / lowest quality wins etc. | |
| 4 | The System should display and record Start and End Time. | |
| 5 | There should be Automatic and Manual Extensions and Closing rules. | |
| 6 | Masking of Bidders - Bidders' identity is not revealed to others who are participating in the bidding process. | |
| 7 | Administration features like Roles and Rights, Checking login status of participants etc. should be available. | |
| 8 | The system should be capable of providing event-wise history, Vendor-wise, Product-wise, date-wise reports. | |
| 9 | System should have the provision to conduct reverse auction on Cost- cum-Quality method and it should be configurable as per OGB's requirement. | |
| 10 | Audit Trail - logs should be available for all User Transactions and administrative actions. | |
| 11 | System should have the provision to generate L1, L2, L3 chart dynamically. | |
| 4.13 | ACCESS CONTROL | |

| Sl.No. | Description | Compliance (Yes/No) |
|-------------|--|---------------------|
| 1 | Access to the System by OGB as well as proposed Vendors should be by way of User ID /Password for some Tenders (say of small values) and also through digital signatures for some Tenders. Both ways of Access should be available. OGB should be able to decide which Tenders will be accessed through User ID/Password and which will be through digital signatures. | |
| 2 | It should be possible for the Administrator to create roles based users such as tender owner/ approver/opener, creator/evaluator etc. with any of the two modes i.e. User ID and Password or with digital signatures. | |
| 3 | The system should have at least 3 levels of Access Control for the OGB: a) Administrator - who will be the super User and create Internal Users. b) Tender Owners - who can open and approve Tenders. c) Users - Third Level will be the Users who will create tenders, create Corrigendum, attend pre-bid meetings download Tender documents of Vendors, evaluate etc. The system should support multiple users on request of OGB. The same should be made available at no extra cost to OGB. Creation of User ID's should be automated without interference from OGB. | |
| 4 | The Tender document should not get uploaded unless it is approved by the Tender Owner. | |
| 5 | The access to the system by the Administrator of OGB should be through digital signature. | |
| 4.14 | MESSAGING | |
| 1 | There should be a facility of Broadcasting messages to Vendors during Reverse auction for information and clarifications. | |
| 4.15 | ADMINISTRATION | |
| 1 | Vendor administration | |
| 2 | Monitoring Roles and Rights Control | |
| 3 | Checking the login status of the participants | |
| 4 | Masking of Vendors' identity to others who are participating in the bidding process and/or during Reverse Auction. | |
| 4.16 | REPORTS | |
| 1 | The System should be capable of generating detailed reports in Excel/HTML/ DOC/DOCX/PDF and any other format specified by OGB. | |
| 2 | The System should be capable of providing Event-wise bid history, Supplier-wise, Product-wise, date-wise, time- wise reports. | |
| 3 | Actual savings report, category wise reports, transaction based reports, aggregated reports per category cross suppliers. | |
| 4 | Visibility to reports is granted through the use of report privileges like Admin Reports, Originator Reports and Bidder Reports. | |
| 4.17 | SECURITY CONSIDERATIONS | |

REQUEST FOR PROPOSAL (RFP) FOR E-PROCUREMENT SOLUTION FOR OGB

| Sl.No. | Description | Compliance (Yes/No) |
|----------|---|---------------------|
| 1 | Application should be secure from making any temporary distortion in the electronic posting of tender notice which could mislead some vendors. | |
| 2 | System should be safe from sending discriminatory communication to different bidders about the same e- Procurement process. | |
| 3 | Application should be safe from submission of fake bids. | |
| 4 | Encryptions of bids should be done at clients end before transmission. | |
| 5 | Safety against tampering and stealing of information of submitted bid etc. during storage before its opening to be ensured. | |
| 6 | Application should be safe from siphoning off and decrypting the clandestine copy of a bid encrypted with Public key of tender opening officer. | |
| 7 | Application should be safe from mutilation / sabotage or otherwise rendering the encrypted bid in the e-tender box during storage to make it unreadable / invalid in any form, before opening of the bids. | |
| 8 | Introduction of special characters / executable files etc. by users should be restricted in the application. | |
| 9 | Validity check of Digital Signature Certificate to be done at server end. | |
| 10 | Solution should support feature that even though a published tender is deleted from the application, system does not allow permanent deletion of the published tender from the Database. | |
| 11 | Sufficient security features to be provided in the application for authentication procedure of the system administrator like ID, password, digital signature, biometric etc. | |
| 12 | Audit trails should be captured in the application on media and these should not be prone to tampering, such as optical write once. | |
| 13 | Integrity and non-tampering to be ensured in maintaining the server clock synchronization and time stamping. | |
| 14 | Application should generate exception report / system alerts etc. to indicate the resetting of the clock, in case the application for time stamping is killed at the server level and time is manipulated. | |
| 15 | Application should ensure that the quotes from various bidders with their name are not being displayed to any one including the Organization during carrying out of the e-reverse auction process. | |
| 16 | Application should be fit for usage complying with the requirements of tender processing viz. Authenticity of tenderer, non-repudiation and secrecy of information till the actual opening of tenders. | |
| 17 | Comprehensive third party audit as per statutory requirement and also as per the requirements of e- tender processing (compliance to IT Act 2000 and its subsequent amendment 2008) should have been conducted before putting it to public use. | |
| 18 | Application should comply with the latest CVC's Guidelines on Security considerations for e-Procurement Systems. | |
| 5 | OTHERS | |

| Sl.No. | Description | Compliance (Yes/No) |
|----------|--|---------------------|
| 5.1 | All data should be maintained & preserved in keeping with the provisions of the IT Act 2000 and its subsequent amendment 2008 Act. | |
| 5.2 | All correspondence between the Bidder and the OGB as well as prospective bidders whether in the form of email, fax, hard or soft copies of letters etc. should be maintained and preserved in keeping with the provisions of the OGB's existing record retention policy. These records should be backed up and provided: <ul style="list-style-type: none"> to the individual procuring offices on completion of the event. to the IT department of OGB at the end of every quarter. | |
| 5.3 | Application should ensure that the tender documents issued to / downloaded by bidders are complete in shape as per the approved tender documents including all its corrigendum. | |
| 5.4 | Application should ensure that all the corrigendum issued by the Competent Authority are being fully communicated in proper fashion to all bidders including those who had already purchased / downloaded the bid documents well ahead of the due date and before uploading the corrigendum. | |
| 5.5 | Facilities for evaluation / loading of bids, strictly in terms of criteria laid down in bid documents are available in the application. | |
| 5.6 | Product demo to be given by the bidder. Note: The solution/system may be Verified / tested by the Company officials to check whether the compliance to all the technical criteria are fully satisfied; This would be done after the technical evaluations of this tender, but before the opening of the commercial bids. | |
| 6 | E-PAYMENT | |
| 6.1 | The solution should be capable to receive the payment via e-payment as well as offline mode. Hence, both the payment options should be available. In case of offline payment, the vendor should be able to submit the payment details of DD/Pay Order etc. | |
| 6.2 | The solution should be capable to integrate with payment gateway. | |
| 6.3 | The solution should be bank neutral as far as the e-payment gateway integrations are concerned. | |
| 6.4 | Electronic Performance Bank Guarantee (PBG) feature should be incorporated/made available whenever the same would be available with majority of banks. | |
| 7 | PARAMETER SETTINGS | |
| 7.1 | Opening Price, Reserve Price | |
| 7.2 | Start and End Time | |
| 7.3 | Automatic and Manual Extensions and Closing rules | |
| 7.4 | Data validation rules, Auction Rules like lowest / highest bid wins | |
| 7.5 | Uploading file attachments | |

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

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

Annexure K – Self Declaration on Experience

(To be executed on official letter head of the company/firm)

Self-Declaration for experience letter (e-tender/e- reverse auctions/ e-forward auctions)

I/We _____ (Name of Person/s)
_____ (Designation) of _____ (Name of company/firm)
with registered office at _____ here by declare that our company/firm has an
experience of conducting 200+ e-procurement events (e-tender/e- reverse auctions/ e-forward auctions)
in private sector / Central or State Government departments or bodies / Public Sector Undertakings (PSU)/
Public Sector Enterprises (PSE)/ Banks in India.

Place: _____

Signature: _____

Date: _____

Name: _____

Designation: _____

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

Annexure R - Commercial Bid Format
(Company letter head)RFP No. RFP/ITD/PROCUREMENT/001/2018-19 dated 05/12/2018 for "REQUEST FOR PROPOSAL (RFP)
FOR E-PROCUREMENT SOLUTION FOR OGB"**PART-A: - ONE TIME SET UP**

| Sl. No. | Description | Total Amount (in INR) |
|---------|---|--------------------------|
| 1. | One time setup of shared infrastructure, software application, commissioning testing and customization as per OGB's requirement and imparting one time comprehensive training to OGB officials. | |
| 2. | Cost of 5 numbers of Digital Signature and its token for Bank use. | |
| | Total OTC | (A) |

PART B: - E-PROCUREMENT TENDERS CHARGES

| Sl. No. | Description | No. of events* (i) | Rate per event (in INR) (ii) | Total Amount in INR (i x ii) |
|---------|---|--------------------|---------------------------------|----------------------------------|
| 1. | Conducting of e-tender (spread over a period of 5 years) including the provision of training to prospective vendors during each tender. | 150 | | |
| 2 | Conducting of e-tender Reverse/Forward Auction. | 100 | | |
| | Total | XXXXXX | XXXXXX | (B) |

Note: - Each tender will be considered as an event.**Total Price C = A+B**

- 1) L1 will be decided on the basis of total **Price 'C'**.
- 2) The vendor should quote only base price. Goods and Service Tax / Octroi will be paid extra.

Each tender will be considered as an event. Nos. of events mentioned above are approximate for a period of five years. OGB reserves the right to alter the quantity as per its requirement*The bidder shall meet the requirements of Goods & Services Tax (GST) as and when made applicable by the Government of India.**

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure Z - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 2018 ("Effective Date") between **Odisha Grama Bank**, a body corporate constituted under Regional Rural Bank Act- 1976, having its Administrative Office at **Gandamunda, Khandagiri, Bhubaneswar – 751030**, hereinafter called the (Hereinafter referred to as "**OGB**", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) ;

AND

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

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

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

NOW THEREFORE

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

Article 1: Purpose

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

(STATE THE PURPOSE)

Article 2: DEFINITION

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

which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

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

Article 4: DISCLOSURE

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

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

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

Article 7: INJUNCTIVE RELIEF

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

Article 8: NON-WAIVER

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

Article 9: DISPUTE RESOLUTION

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

Article 10: GOVERNING LAW AND JURISDICTION

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

Article 11: NON-ASSIGNMENT

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

Article 12: TERM

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of three (2) years after the termination of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

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

Article 14: GENERAL

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

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

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