



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

**RFP Ref No. OGB/RFP/ITD/NETWORK/008/2022-23 dated 19<sup>th</sup> July 2022**  
**REQUEST FOR PROPOSAL (RFP) TO SELECT SERVICE PROVIDER FOR PROCUREMENT, IMPLEMENTATION  
& MAINTENANCE OF CONNECTIVITY USING SD-WAN TECHNOLOGY ON OPEX MODEL**

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

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## Checklist

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

1. **₹11,800.00 (Rupees Eleven Thousand Eight Hundred only)** including GST towards cost of Bid document in form of Demand Draft issued by any commercial bank in India. The scanned copy of the Demand Draft to be uploaded in e-Procurement portal and the original DD must reach at Head Office of OGB on or before last date of submission of bid along with other documents.
2. Earnest Money Deposit (EMD) in form of Bank Guarantee (BG) amounting to **₹2,00,000/- (Rupee Two Lakhs only)**. The scanned copy of Bank Guarantee to be uploaded in e-Procurement portal and the hard copy of the BG must reach at Head Office of OGB before last date of submission of bid.
3. Class 3 Digital Signature Certificate (DSC) with signing and encryption facility, of person having power of attorney for submission of bid. Scanned copy of Power of Attorney of Bidder to be uploaded in e-Procurement portal and the hard copy of the Power of Attorney of Bidder must reach at Head Office of OGB before last date of submission of bid.
4. Integrity Pact duly signed on stamp paper of ₹100.00. Scanned copy of the integrity pact must be uploaded in e-Procurement portal and physical copy of integrity pact must be delivered at Head Office of Odisha Gramya Bank on or before last date of bid submission.
5. Eligibility Criteria, Technical and Commercial Bids should be prepared in accordance with the RFP document and should be uploaded to e-Procurement portal.
6. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory and uploaded to e-Procurement portal of Bank using DSC.
7. Prices should be quoted in Indian Rupees (INR).
8. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant fields.

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

## Abbreviations and Acronyms

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

|    |        |                                    |
|----|--------|------------------------------------|
| 1  | BG     | Bank Guarantee                     |
| 2  | DC     | Data Centre                        |
| 3  | RF     | Radio Frequency                    |
| 4  | EMD    | Earnest Money Deposit              |
| 5  | IPR    | Intellectual Property Rights       |
| 6  | LAN    | Local Area Network                 |
| 7  | OGB    | Odisha Gramya Bank                 |
| 8  | OEM    | Original Equipment Manufacturer    |
| 9  | RFP    | Request for Proposal               |
| 10 | PBG    | Performance Bank Guarantee         |
| 11 | SLA    | Service Level Agreement            |
| 12 | WAN    | Wide Area Network                  |
| 13 | VSAT   | Very Small Aperture Terminal       |
| 14 | MPLS   | Multiprotocol Label Switching      |
| 15 | SD-WAN | Software Defined Wide Area Network |



## Section 1 - Bid Schedule and Address

| S.No | Description of Information/ Requirement   | Information / Requirement  |
|------|---|--|
| 1.   | Tender Reference Number   | OGB/RFP/ITD/NETWORK/008/2022-23  |
| 2.   | Date of Issue of RFP  | 19 <sup>th</sup> July 2022   |
| 3.   | Last date for receipt of queries, if any.   | 26 <sup>th</sup> July 2022, 14:00 hours  |
| 4.   | Pre Bid Meeting   | 27 <sup>th</sup> July 2022, 11:00 hours  |
| 5.   | Last date for receipt of queries, if any.   | 04 <sup>th</sup> August 2022, 14:00 hours  |
| 6.   | Pre Bid Meeting – 2 (As per discretion of Bank)   | 05 <sup>th</sup> August 2022, 15:00 hours  |
| 7.   | Bid Submission Mode.  | Through e-procurement portal:<br><a href="https://odishabank.abcprocure.com/EPROC/">https://odishabank.abcprocure.com/EPROC/</a>   |
| 8.   | Last Date and Time for submission of bids along with supporting documents through the above   | 22 <sup>nd</sup> August 2022 on or before 15:00 hours  |
| 9.   | Last date, time and place for submission of Original Bid Cost (DD), Bank Guarantee towards EMD, Integrity Pact and Power of Attorney. | 22 <sup>nd</sup> August 2022 on or before 15:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person). |
| 10.  | Date, time and venue for opening the technical bid.   | 22 <sup>nd</sup> August 2022 at 16:00 hours at the Bank's Information Technology Department, Bhubaneswar.  |
| 11.  | Date, time and venue for opening the commercial bid   | Will be intimated to technically short-listed bidders.   |
| 12.  | Name of contact officials for submission of documents as stated in serial No.9 and for any enquiries.                                 | B. K. Patra – General Manager<br>S. S. Acharya – Sr. Manager IT<br>A. Patra- Sr. Manager-IT<br>G. Sahoo – Asst. Manager  |
| 13.  | Address for Communication / Submission of Bids  | The General Manager,<br>Information Technology Dept.,<br>Odisha Gramya Bank, Head Office,<br>AT- Gandamunda, P.O. – Khandagiri,<br>Bhubaneswar – 751030.                                   |
| 14.  | Contact officials for any clarification.  | Mr. S. S. Acharya – Sr. Manager IT - 9437285358<br>Mr. A. Patra – Sr. Manager-IT – 9886123436<br>Mr. G. Sahoo – Asst. Manager - 9040140507   |
| 15.  | Contact e-mail ID   | <a href="mailto:network@odishabank.in">network@odishabank.in</a><br><a href="mailto:alingan.patra@odishabank.in">alingan.patra@odishabank.in</a>   |
| 16.  | Contact details of Independent External Monitor   | Name: Vinayaka Rao Turaga<br>email: tvrao56@gmail.com  |

### Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. If last day of submission of bids is declared a holiday under NI Act by the Government or any restriction imposed by Government due to COVID-19 pandemic, subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
3. Bids sent through post/courier or by hand will not be accepted/ evaluated. Bids should be submitted in the e-procurement portal of Odisha Gramya Bank. Original copy of Bid Cost DD, EMD Bank Guarantee, Power of Attorney and Integrity Pact must reach to Head Office of Odisha Gramya Bank (OGB) on or before last date and time of submission of Bids. **Any delay due to postal and or courier will not be considered towards relaxation in submission of physical copies of required documents.**

## Section 2 - Introduction

### 2.1 About OGB:

Odisha Gramya Bank has been formed on 7<sup>th</sup> January 2013 with the amalgamation of Neelachal Gramya Bank, Kalinga Gramya Bank and Baitarani Gramya Bank as per Government of India, Department of Financial Services, Ministry of Finance, and Notification No. F.1 / 1 / 2012-RRB dated 07/01/2013 issued under sub-section (1) of Section 23A of Regional Rural Banks Act 1976 (21 of 1976).

Odisha Gramya Bank (OGB) with Head Office at Bhubaneswar is operating in 13 Districts of Odisha with 549 Branches, 1 Central Clearing Office (CCO) & 09 Regional Offices and Head Office. The Bank has Implemented Core Banking Solution with Finacle 7.0.18 and in process to upgrade to Finacle 10.2.25.

### 2.2 Objective of this RFP:

Odisha Gramya Bank (hereinafter referred to as “Bank” or “OGB”) invites Request for Proposal (hereinafter referred to as “RFP” or “Tender”) for Selection of Service Provider (hereinafter referred to as “Vendor” or “Selected Bidder”) to have RATE CONTRACT for procurement, implementation and maintenance of Software Defined Wide Area Network (hereinafter referred to as “SD-WAN”) along with underlay network connectivity on comprehensive OPEX model.

The vendor will be engaged for a period of **5 years** under rate contract to provide SD-WAN as Service on OPEX model along with underlay network connectivity of 2 Mbps.

**Bidders with unsatisfactory past record need not apply.**

#### Please note:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
2. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
4. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—



- i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
- ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**2.3 Overview of existing infrastructure**

**2.3.1 Data Centers:**

The Data Centre (DC) is at Siruseri Chennai and Disaster Recovery Centre (DRC) is at Madhepur, Hyderabad. Bank has co-located rack space at both the Data Centers.

**2.3.2 Branches and Offices:**

Bank is having 549 branches, 9 Regional Offices, 1 Central Clearing House distributed across 13 districts of Odisha. The Head Office is located at Bhubaneswar.

**2.3.3 Existing Network Service Providers**

| Name of Service Provider                                       | Types of Services Provided | Existing Backhails   | Connectivity   |
|--|----------------------------|--|--|
| M/s Bharti Airtel Ltd.   | MPLS                       | 2 units of 40Mbps MPLS backhails at DC and 2 units of 40Mbps MPLS backhails at DR                      | To Branches over RF last mile.<br>To ATMs over VSAT last mile. |
| M/s HCIL Comtel (P) Ltd.<br>M/s Hughes Communications (P) Ltd. | VSAT                       | 2 units of 40Mbps MPLS backhails at DC of Airtel and 2 units of 40Mbps MPLS backhails at DR of Airtel. | To Branches VSAT last mile.<br>To ATMs over VSAT last mile.    |
| M/s Nelco Ltd.<br>M/s Tatanet Ltd.                             | VSAT                       | 2 units of 2Mbps Backhails at DC and 2 units of 2 Mbps bakchuals at DR                                 | To ATMs over VSAT last mile.                                   |

| Name of Service Provider     | Types of Services Provided | Existing Backhails  | Connectivity                   |
|------------------------------|----------------------------|---|--------------------------------|
| M/s Vodafone Idea Ltd.       | MPLS                       | 2 units of 30Mbps MPLS backhails at DC and 2 units of 30Mbps MPLS backhails at DR | To Branches over RF last mile. |
| M/s Bharti Airtel Ltd.       | ILL                        | 10 Mbps ILL at DC, Chennai  | Internet connectivity at DC    |
| M/s Tata Communications Ltd. | ILL                        | 2 Mbps ILL at DC, Chennai   | Internet connectivity at DRC   |

### 2.3.4 Hardware infrastructure

1. Bank is having one Fortinet 500D Firewall for internet link at DC Chennai and one at DR Hyderabad.
2. Bank is having a LAN Firewall cluster of Juniper SRX550 at DC Chennai and one cluster at DR Hyderabad for intranet network.
3. Other router and switches at DC and DRC are of Juniper SRX series and HPE MSR.
4. Branches are provided with routers of Juniper SSG20, HPE MSR 1003 and unmanaged switches.

### 2.3.5 Branch Connectivity

| Name of Service Provider                                       | Types of Services Provided | Number of links | Type   |
|--|----------------------------|-----------------|--|
| M/s Bharti Airtel Ltd.   | MPLS                       | 257             | 251 as Primary<br>2 as secondary<br>4 at DC-DR                         |
| M/s HCIL Comtel (P) Ltd.<br>M/s Hughes Communications (P) Ltd. | VSAT                       | 297             | 94 as primary connectivity<br>203 as secondary connectivity            |
| M/s Nelco Ltd.<br>M/s Tatanet Ltd.                             | VSAT                       | 73              | 73 for ATM   |
| M/s Vodafone Idea Ltd.   | MPLS                       | 220             | 204 as primary<br>9 (RO)<br>1 (HO)<br>4 DC-DR<br>2 - Mumbai/ Bengaluru |
| M/s Bharti Airtel Ltd.   | ILL                        | 1               | 1 at Chennai   |
| M/s Tata Communications Ltd.                                   | ILL                        | 1               | 1 at Hyderabad   |

### 2.4 Cost of the RFP

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

### 2.5 Due Diligence

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

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

## 2.6 Ownership of this RFP

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

## Section 3 – Scope of Work

The Bank reserves the right to enhance, modify, improve, and amend etc., the scope of work in order to give effect to / achieve the purpose of this RFP.

Broad overview of services will be as follows. However, the detailed services will be finalized in the SOW after consultation with the successful bidder.

### 1. Broad Scope of Work:

Bank intends to select a service provider to provide following services in OPEX model.

1. End to end SD-WAN technology for providing secure WAN connectivity to branches and offices.
2. Total numbers of locations to be connected through SD-WAN will be maximum of 300 branches, excluding 2 data centers. The procurement will be done in 2 phases
  - a. 1<sup>st</sup> phase order will be for 100 locations, list of locations has been provided in **APPENDIX 10**. The devices and connectivity in data centers to be provided by the service provider and should be sized considering 100 locations bandwidth only.
  - b. 2<sup>nd</sup> phase order for additional 200 locations will be placed only after complete delivery of SD-WAN services along with underlay networks as per 1<sup>st</sup> phase of order and after excellent performance by the service provider for at least 180 days. These 200 locations will be within the operating districts of OGB and will be shared along with 2<sup>nd</sup> phase order. Bidder should provide the service for these 200 locations at the same contracted unit rates of 1<sup>st</sup> phase order. The 2<sup>nd</sup> phase of order may be issued at discretion of Bank.
3. The selected Service Provider will provide SD-WAN as service on complete OPEX model. The devices, underlay network connectivity from service providers, overlay network management, support resources and Proactive monitoring to be provided on rental basis as “Annual Recurring Cost (ARC) per site”.
4. There will not be any one time cost except for chargeable activity due to force measures and issues pertaining under scope of Bank.
5. Service provider as direct bidder to this tender can propose to use a dedicated instance of their existing controller & orchestrator setup hosted in service provider’s data centers within India through hybrid model.

However, bidder must ensure that data of bank including control messages must be transverse within the designated network of Bank or bidder (Service provider).

6. Bidder cannot use cloud infrastructure or hosted infrastructure of OEM of proposed solution SD-WAN solution. Bidder can only use their on-prem private cloud infrastructure and must ensure that Bank data should not transverse outside geography of India.
7. The solution should be an end-to-end fully-managed services.
8. The proposed SD-WAN solution should be complied with the mandatory technical specification mentioned in **APPENDIX 2**.
9. All devices provide by bidder at branches and data centers should be under comprehensive warrantee of bidder. Bidder should either repair or replace the faulty parts or devices or cables provided, without any cost to the bank during the contract period.
10. Multiple visit of bidder's engineer to a site for same problem should be done free of cost to the Bank till closer of the complaint / ticket.

## 2. Underlay network for Branches:

1. Underlay network to branches and offices with minimum of 2Mbps bandwidth per location using last mile as mentioned below:
  - a. Out of 1st phase order of 100 locations,
    - i. Maximum 30% locations can be provided with underlay network of LTE + LTE from different service providers with outdoor wall mount antenna.
    - ii. Rest of the locations must be provided with at least one connectivity on either RF with maximum height of 6 m or through Fiber.
  - b. Out of 2nd phase order of 200 locations (if ordered),
    - i. Maximum 10% locations can be provided with underlay network of LTE + LTE from different service providers with outdoor wall mount antenna.
    - ii. Rest of the locations must be provided with at least one connectivity on either RF with maximum height of 6 m or through Fiber
  - c. The link bandwidth of all branch location should be 2Mbps with any of the following combinations of underlay network:
    - i. IPSec Tunneling on Broadband internet on Fiber or RF + MPLS network on VSAT or RF
    - ii. IPSec Tunneling on LTE mobility + LTE mobility (with SLA)
    - iii. IPSec Tunneling on LTE mobility + MPLS network on VSAT or RF
    - iv. IPSec Tunneling on Broadband internet on Fiber or RF + LTE mobility
    - v. MPLS network on RF or fiber + VSAT
    - vi. MPLS on RF or fiber

Maximum height of RF pole can be 6m without drilling the roof top of the premise.

2. The existing MPLS - VSAT link at branches will be connected to the SD-WAN box provided by the service provider and should be configured as secondary connectivity with auto failover.



3. The service provider may provide additional internet connectivity on LTE apart from primary connectivity on fiber/LTE within the proposed commercial at all locations to meet the SLA.

### 3. At Branches:

1. Bidder should provide SD-WAN customer premise equipment on rental mode having output on Ethernet port.
2. Bank will provide L2 switch, 4U network box, UPS power supply on 6A standard switch board with earthing at branches and offices.
3. Bidder should provide CAT-6 patch cord between LAN interface output of SD-WAN device at branches or offices and Bank's switch.
4. All equipment provided by Services Provider should operate in a non-AC environment.
5. SD-WAN devices provided by Service Provider should be complied with the minimum applicable specifications mentioned in **APPENDIX 2**.
6. Bidder can provide required protection of the outdoor devices and cables at branches to protect the same for any damage from monkey or living organisms.

### 4. At Data Centers:

1. Bidder should provide SD-WAN controller and orchestrator on rental mode with minimum specification mentioned in **APPENDIX 3**.
2. Bank will provide Data Center environment, power supply and space in network rack.
3. The proposed data center devices should be only in form of appliance and should have dual SMPS for connecting to dual power supply.
4. Only one set of controller + orchestrator should be placed in DC and DR each. The setups at DC and DR should be configured in High Availability (HA) in active – active mode. In case the service provider is direct bidder and have dedicated instance of management plane of SD-WAN solution hosted in service provider's data centers in India, than the service provider can place required SD-WAN devices in place of controller / orchestrator in Bank's DC and DRC to achieve the desired requirements.

### 5. Backhaul

Backhaul should be provided on following ways:

- 1) Service Provider must provide redundant backhails to both Data Center, Chennai and Disaster Recovery Center, Hyderabad with cross-connects at both the end. The bidder should factor the onetime cost of backhails on the recurring cost of all four backhails as part of TCO items in commercial bid.
- 2) The backhaul should be provided on fiber media with cross-connect on copper (Ethernet) media and should be terminated on Gigabit Ethernet port of Bank's router at Data Center and Disaster Recovery Center.
- 3) All selected bidders should provide 2 backhails (redundant 1 active – 1 passive) at OGB, DC and 2 backhails (redundant 1 active – 1 passive) at OGB, DR. At both DC and DR, these backhails should be provided from two different rings / two different pops but at the Data Center and DR. At any point of time both the backhaul links at any location should not be down or disconnected.



- 4) Bidder should provide all necessary network equipment required at Bidders network HUB at no extra cost to the Bank.
- 5) The cost of cross connect should be factor on recurring bandwidth cost of backhaul and the cross-connect should be terminated in the designated router port of bank. Bidder has to ensure proper costing and timeline for cross connects at DC and DR of Bank. Any delay due to data center service provider will not relax Successful bidder from SLA terms and conditions.
- 6) If the selected bidder is existing service provider to the bank, then they have to upgrade the existing backhauls as per above requirement and should migrate the billing of existing links to the above proposed billing model. In such case, the bidder should stop the billing for existing backhaul from date of installation of first link of first purchase order to be released.
- 7) At present, the **Minimum** Bandwidth requirements are as follows:

| Location             | Bandwidth requirement   |
|----------------------|---|
| Data Centre, Chennai | 30% of total branch Bandwidth at no extra cost to the bank. If bank opts for pooled bandwidth for secondary VSAT, the bandwidth of backhauls should be equal to pooled bandwidth ordered or upgraded. |
| DR Site, Hyderabad   | 30% of total branch Bandwidth at no extra cost to the bank. If bank opts for pooled bandwidth for secondary VSAT, the bandwidth of backhauls should be equal to pooled bandwidth ordered or upgraded. |

Internet connectivity or MPLS backhaul at DC and DR should be provided by the service provider with following bandwidth calculation. The bandwidth of DC and DR internet links should be provided along with Fiber or Ethernet cross connect up to Bank’s racks at both the data centers. Irrespective of bandwidth of DC and DR links, the recurring cost of DC and DR should remain same for each 100 branch locations ordered.

Bandwidth of DC Internet Link = **0.3 x n x 2 Mbps**

Where: n is number of branch locations ordered.

**Note:** Bidder must increase the bandwidth of backhaul to Data Centre and Disaster Recovery Centre to accommodate the subsequent increase in number of branch or branch bandwidth as per above calculation with no extra cost to the bank.

**6. FEATURES**

1. The proposed solution should have minimum Functional features as per **APPENDIX 4.**
2. The proposed solution should have minimum Security features as per **APPENDIX 5.**
3. The proposed solution should have minimum Management features as per **APPENDIX 6.**
4. The proposed solution should have minimum Reporting features as per **APPENDIX 7.**
5. The licensing of SD-WAN solution should be done as per **APPENDIX 8.**





**7. SUPPORT ENGINEER**

Bidder should provide a dedicated resident support engineer under pay-roll of bidder at Head Office of Odisha Gramya Bank.

1. The engineer should be a graduate and should have minimum working experience of 3 years.
2. The engineer should have prior experience of at least 1 year in managing SD-WAN solution in any organization in India.
3. Should have good communication skill, email writing skill and experience in MS Excel.
4. The engineer should be engaged during the contract period for implementation, first level troubleshooting and support.

**8. SPOC (Single Point of Contact)**

Successful Bidder should engage an Account Manager as single point of contact (SPOC) for all sales and support related activity. The SPOC should be resident within 1000 Kms from the Head Office of Odisha Gramya Bank. In case of escalation and as per requirement of Bank, the SPOC should be able to reach to Head Office of OGB for physical meetings.

**Section 4 - Eligibility Criteria**

**4.1 Eligibility Criteria**

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

| Sl. No.  | Eligibility Criteria  | Supporting Documents  |
|----------|---|---|
| <b>1</b> | <p>The bidder is registered as a company in India as per Companies Act, 1956/Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 3 years as on date of RFP.</p> <p>In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.</p> | <p>The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association/ partnership deed (in case of Partnership Firm) are to be uploaded along with technical bid. (Documentary proof should be attached).</p> |



| Sl. No. | Eligibility Criteria   | Supporting Documents   |
|---------|--|--|
| 2       | <p>The Bidder should have a minimum turnover of ₹ 40 Crores per annum in each of the last three financial years In India.</p> <p>In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p>   | <p>Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 AND CA Certificate indicating the sales Turnover for the previous financial years mentioned above.</p> |
| 3       | <p>The bidder should have positive net worth for past three financial years i.e. 2018-19, 2019-20 and 2020-21 or calendar years 2019, 2020, 2021 or the Bidder's financial years.</p> <p>In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> | <p>The relevant documents including Balance Sheet/Profit and Loss Account/Certificate from Statutory Auditors certifying the financials are to be submitted as part of the proposal</p>    |

| Sl. No. | Eligibility Criteria  | Supporting Documents   |
|---------|---|--|
| 4       | <b>ISO/TL Certificate:</b> The Bidder should have required level of ISO 9001 and ISO 27001 certification related to Network Services, Customer services and Security.   | Bidder should upload a copy of relevant ISO certificate need to be produced along with the Technical bid   |
| 5       | The bidders should be a service provider and should have a valid Unified license as either Class A or Class B ISP for Odisha Telecom Circle.<br><br>The validity of the license should be more than five years from the date of this RFP  | Bidder should upload the scanned copy of Unified ISP license.<br><br><i>In case the bidder has license where validity is less than 5 years, a declaration should be submitted by the bidder regarding obtaining renewal/fresh license</i>      |
| 6       | The bidder should have commissioned and running at least 100 SD-WAN managed links in an organization or company across India in last 5 years.   | The Bidder should upload the copy of referenced Purchase Order (including Referee names and contact details) and performance certificate from existing customer(s) on letter head of customer or e-mail testimonial from existing customer(s). |
| 7       | The bidder should have commissioned and running at least 100 MPLS-VPN links or Internet wireline links within Odisha in last 5 years in a Public or Private Sector Bank /Financial Institutions / Government Organization within Odisha as on RFP submission date.                      | The Bidder should upload the copy of referenced Purchase Order (including Referee names and contact details) and execution certificate from existing customer(s) on letter head of customer or e-mail testimonial from existing customer(s).   |
| 8       | Bidder should have a valid and existing SEI CMMi level 5 Certification and should ensure that the certification is valid during the entire tenure of the project  | Copy of valid certificate should be submitted  |
| 9       | Bidder cannot sub-contract the entire project activities to any other company or firm. Wherever specific skill set is required during the implementation and support period, the portion of the activity can be carried out through third party vendor within the obligation of Bidder. | Self-declaration in bidder's letterhead to be submitted with list of activities to be sub-contracted with vendor's name.   |
| 10      | The bidder must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard.   | Proof of compliance and labour license needs to be submitted along with the quotation  |
| 11      | The bidder should not have been blacklisted or de-panneled due to unsatisfactory service, by Odisha Gramya Bank or in any Head Government / PSU / Banking / Insurance company / RBI / IBA in India within last one year as on date of the RFP.  | Bidder to upload the Self Declaration certificate as per format provided in " <b>Annexure E - Declaration for Clean Track Record</b> " of the RFP along with the technical bid. (Documentary proof should be attached).                        |
| 12      | Bidder should have either owned or subcontracted service / support infrastructure at Odisha, Chennai and Hyderabad and should be able to provide efficient and effective support.   | Self- Declaration on Bidder's letter head  |



| Sl. No. | Eligibility Criteria  | Supporting Documents   |
|---------|---|--|
| 13      | The bidder should have Teaming Agreement with SDWAN OEM, which is mandatory.  | Scanned copy of the agreement.   |
| 14      | The bidder should submit a duly signed Integrity Pact in original   | The Integrity Pact is to be executed in non-judicial stamp paper of worth ₹ 100/- in conformity to CVC format as per “Annexure K – Integrity Pact” |
| 15      | Proposed SDWAN solution should have clear roadmap of at least 7 years published document at OEM website   | Bidder to upload release notes and road map references from OEM websites in form of PDF along with technical bid.                                  |
| 16      | The bidder should bid directly. The bidder should not bid through third party or any other agency   | Bidder should upload a self-declaration on bidder’s letter head.   |
| 17      | <p>Managed Services and Remote NOC:</p> <ol style="list-style-type: none"> <li>I. The Bidder should own and operate a complete Primary and Redundant Network Operation Centre (NOC), in its own premises,</li> <li>II. Such NOC should be working 24 X 7 to take care of the Network management for the Bank.</li> <li>III. Such NOC should be managed by certified Network engineers (Number of Engineers and their qualifications should be provided along with the technical bid).</li> <li>IV. The NOC should have been in existence for a minimum of last 3 years.</li> <li>V. The NOC should possess ISO/ITIL/TL compliant certification.</li> <li>VI. The NOC should have direct access to OEM TAC.</li> <li>VII. The NOC should have professional support services from backbone equipment vendor /OEM.</li> <li>VIII. The Bidder should have a centralized Help Desk on 24 X 7 basis to take care of the Network management for the bank and an exclusive Toll free number of Help Desk for the bank is to be provided to the Bank.</li> </ol> | Bidder should upload a brief document preferably approved by company’s board.  |
| 18      | <p>Bidder must provide connectivity at all 100 locations as listed in <b>APPENDIX 9</b>.</p> <ol style="list-style-type: none"> <li>i. Maximum 30% locations can be provided with underlay network of LTE + LTE from different service providers with outdoor wall mount antenna.</li> <li>ii. Rest of the locations must be provided with at least one connectivity on either RF with maximum height of 6 m or through Fiber.</li> </ol>   | Bidder should provide the last mile media and mode of connectivity against all these 100 locations after due feasibility.                          |

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

Any deliberate misrepresentation will entail rejection of the offer ab-initio.

**NOTE:**

1. Prime bidder / bidder must comply with all the above-mentioned criteria as specified above and more elaborately described in Annexure I (Contents and format of Technical Bid). Non-compliance of any of the criteria can entail rejection of the offer
2. In case of business transfer where Bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired Business may be considered.
3. In case of corporate acquisition, split of a company, certificate of incorporation, financial statements, credentials prior to such restructuring could be furnished
4. Branches mentioned are per Bank and not cumulative across Bank.
5. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): ‘Commission has decided that in all cases of procurement, the following guidelines may be followed:
  - a. In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer’.
  - b. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.
6. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.
7. The final solution mentioned above refers to the solution based on the scope given in this RFP.
8. The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.

**4.2 Integrity Pact**

All bidders should submit a signed Integrity Pact with Odisha Gramya Bank, on a stamp paper of ₹ 100/-. Bidder(s) without signed Integrity Pact will be disqualified to participate in the bidding. The Original copy of Integrity Pact should reach Head Office of Odisha Gramya Bank on or before last date of submission of bid.

Bidder should upload the scanned copy of signed Integrity Pact on e-procurement portal as part of Technical bid.

The Integrity Pact should be as per “**Annexure K - Integrity Pact**”.

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



**Section 5 - Instruction to Bidders**

**A. The Bidding Document**

**5.1 RFP**

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

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

**5.2 Cost of Bidding**

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

**5.3 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.

**5.4 Amendment of Bidding Documents**

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

**B. Preparation of Bid**

**5.5 Bid Price**

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

**5.6 Bid Cost and Exemptions**



The Bidders can submit the bid response at e-procurement portal of OGB along with non-refundable amount of **₹11,800.00 (Rupees Eleven Thousand Eight Hundred only)** including GST in form of Demand Draft drawn in favor of “Odisha Gramya Bank” payable at Bhubaneswar

The scanned copy of the Demand Draft to be uploaded in e-Procurement portal and the hard copy of the DD must reach at “Information Technology Department, 2<sup>nd</sup> Floor, Odisha Gramya Bank, Head Office, Gandamunda, Khandagiri, Bhubaneswar – 751030” before last date of submission of bid along with other documents.

*Exemption of Bid Cost will be allowed to bidder registered under MSME / NSIC / Udayog Aadhar as Micro & Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India. **Bidder should upload scanned copy of required valid certificate in Bank’s e-Procurement portal and need not send any hardcopy.***

### 5.7 Earnest Money Deposit (EMD) and Exemptions

The Bidder is required to deposit **₹2,00,000/- (Rupees Two Lakhs only)** in the form of Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 3 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in **Annexure B**.

No interest will be paid on the EMD.

The scanned copy of the Bank Guarantee to be uploaded in e-Procurement portal and the hard copy of the BG must reach at “Information Technology Department, 2<sup>nd</sup> Floor, Odisha Gramya Bank, Head Office, Gandamunda, Khandagiri, Bhubaneswar – 751030” before last date of submission of bid along with other documents.

*Exemption of EMD will be allowed to bidder registered under MSME / NSIC / Udayog Aadhar as Micro & Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India. **Bidder should upload scanned copy of required valid certificate in Bank’s e-Procurement portal and need not send any hardcopy***

### 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:

- Bidder withdraws its bid before opening of the bids.
- Bidder withdraws its bid after opening of the bids but before Notification of Award.
- Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- 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.
- 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**

Both Technical and Price Bid to be submitted in online mode. Document such as Demand Draft, Bank Guarantee, Power of Attorney and Integrity Pact must reach at OGB in original.

**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.

**C. Submission of Bid****5.14 Bid Submission modes**

Bidder to follow following mode of submission of Bid.

1. Original copy of Demand Draft, Bank Guarantee towards EMD, Power of Attorney and Integrity Pact must be submitted in a closed envelopes with marked as **REQUEST FOR PROPOSAL (RFP) TO SELECT SERVICE PROVIDER FOR PROCUREMENT, IMPLEMENTATION & MAINTENANCE OF CONNECTIVITY USING SD-WAN TECHNOLOGY ON OPEX MODEL** and should reach on or before Head Office of Odisha Gramya Bank either by post or by courier or in hand on or before last date and time of submission of bid. Bank will not receive any document received after due date and time and bid submitted by said bidder will considered as invalid. Address of delivery:

IT Department, 2<sup>nd</sup> Floor, Head Office of Odisha Gramya Bank, Gandamunda, Khandagiri, Bhubaneswar, Odisha – 751030.

2. Signed and scanned copy of all documents must be submitted as part of technical bid in e-procurement portal along with scanned copy of Demand Draft towards Bid Cost, Bank Guarantee towards EMD, Integrity Pact and Power of Attorney, on or before last date of submission of bid. Hardcopies of technical bid documents should not be sent to Head Office except for Demand Draft towards Bid Cost, Bank Guarantee towards EMD, Integrity Pact and Power of Attorney.



- Commercial bids must be submitted as part of commercial bid in e-procurement portal only. No hardcopy of the same should be sent to Head Office. Scanned copy of commercial bid must not be uploaded in technical bid.

### 5.15 Bid contents

#### Technical Bid

Scanned copy of following signed documents should be uploaded in e-procurement portals:

- Demand Draft towards Bid Cost.
- Bid Earnest Money in the form of Bank Guarantee of amount as per format given in “Annexure B - Bid Security (Bank Guarantee)”.
- Filled and signed copy of “Annexure A – Covering Letter for EMD”
- Filled and signed copy of “Annexure C - Bid Offer form (without price)”
- Filled and signed copy of “Annexure D - Bidder Information”
- Filled and signed copy of Declaration of “Annexure E - Clean Track Record”
- Filled and signed copy of “Annexure F - Declaration of Acceptance of RFP Terms and Conditions”
- Filled and signed copy of “Annexure G - Declaration of Acceptance of Scope of Work”
- Scanned copy of “Power of Attorney” as per “Annexure H”.
- Scanned copy of OEM/Manufacturer Authorization Letter as per “Annexure J” on OEM’s letter head.
- Scanned copy of Integrity Pact as per “Annexure K”
- Filled and signed copy of “Annexure L - Escalation Matrix”
- Filled and signed copy of “Annexure M - Track Record for Past Experience”
- Three years audited Balance Sheet and Profit and Loss Statements.
- All necessary supporting documents
- Filled and signed copy of “Annexure N – Commercial Bid Form”.

Original copy of following documents should be submitted at OGB before scheduled date.

- Demand Draft towards Bid Cost.
- Bid Earnest Money in the form of Bank Guarantee of amount as per format given in “Annexure B - Bid Security (Bank Guarantee)”.
- Power of Attorney as per Annexure H.
- Integrity Pact as per Annexure K.

#### Commercial Bid

- Commercial Bid – Annexure R (to be uploaded only)

### 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.

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 (INR) 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.
8. Is not submitted through OGB e-Procurement portal.

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 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

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

**Stage 2 – “Commercial bid”** of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the L1 vendor for this contract. The Commercial bid submitted will be evaluated for the bidders qualify the eligibility and technical criteria.

### 5.27 Contacting OGB

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

## Section 6 - Bid Opening

### 6.1 Opening of Bids

Bids will be opened in 2 stages:

Stage 1 – “Technical bids” In the first stage the ‘Eligibility and Technical’ Bids will be opened.

Stage 2 – “Commercial bids” will be opened for technically qualified bidders for L1 price and selection of successful bidder for award of contract.

### 6.2 Opening of Eligibility and Technical Bids

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

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

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

### 6.3 Opening of Commercial Bids

Bank will intimate the date and time of opening of Commercial bids to the bidders satisfying eligibility criteria and Technical requirement of this RFP. Commercial bid will be opened for selection of L1 bidder.

## Section 7 - Bid Evaluation

### 7.1 Preliminary Examination of Eligibility Bids

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

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

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

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

## 7.2 Evaluation of Technical Bids

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

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

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

## 7.3 Evaluation of Commercial Bids:

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

## 7.4 Successful Evaluated bidder:

The bidders with lowest cumulative commercial bid quoted under “Total Cost of Ownership (TCO)” as per “Annexure O – Commercial Bid” in e-Procurement portal, identified will be declared as the successful bidder.

If the price quoted by L1 Bidder in any “Section” of “Annexure O – Commercial Bid” found to be more than 10% of other bidders, then Bank reserve its rights to further negotiate with L1 bidder for respective “Section”. The outcome of negotiation will be mutually agreed between L1 bidder and Bank to arrive at final TCO.

## 7.5 Declaration of Results:

The Total Cost of Ownership (TCO) quoted by all Technically Qualified bidders will be shared on e-Procurement portal and will be visible to only Technically Qualified and Participating Bidders under “Result” Tab.

## Section 8 - Terms and Conditions

### 8.1 Definitions

In the Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- a) "The Contract/Agreement" means the agreement to be entered into between the Bank and the Bidder as recorded in the Contract Form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for supply and implementation of software and provide / carry out the Service(s) of Vendor, as indicated / spelt out in Scope of Work to be performed in compliance with the service level requirements and standard of performance
- b) "OGB" or “The Purchaser” means the Odisha Gramya Bank including its successors and assigns.

- c) "Bidder" or "Contractor" or "Vendor" means any person / persons / firm / company, etc., to whom work has been awarded and whose bid has been accepted by the Bank and shall include its authorized representatives and successors.
- d) "The Contract Price" means the price / compensation payable to the Vendor / Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- e) "Service(s)" means all the services as specified in Scope of Work to be performed in compliance with the service level requirements and standard of performance, which the Vendor / Bidder is required to provide and/or procure for the Purchaser / OGB under and in accordance with the Contract.
- f) "Warranty Period" means the period of 60 months commencing from the date of successful implementation of SD-WAN device at ordered location or till completion of contract, whichever is earlier.
- g) "System" means Core Banking System – Finacle.
- h) "Acceptance of Bid" means the letter / fax or any memorandum communicating to the Bidder the acceptance of his Bid
- i) "Acceptance Certificate" means certificate issued as per Annexure 1 (Form 6) on successful completion of acceptability test, receipt of deliverables, etc, and after the Bank (which shall not be deemed to be an obligation on the Bank) is satisfied with the working of the System. The date on which such Certificate is signed shall be deemed to be the date of successful Commissioning of the Systems.
- j) "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by the Bank).
- k) "Confidential Information" means, (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process / flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.
- l) "Commissioning" means the successful installation and acceptance of the service, including supply, configuration, installation, successful testing of all hardware and connectivity is executed to the satisfaction of the Purchaser.
- m) "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.

- n) "Effective Date" means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- o) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- p) "Parties" means the Purchaser / OGB and the Bidder / Vendor and "Party" means either of the Parties.
- q) "Site" means the place in which the operations / Service(s) are to be carried out or places approved by the Purchaser for the purposes of the

## 8.2 Interpretation

In this Contract unless a contrary intention is evident:

- a) The clause headings are for convenient reference(s) only and do not form part of this Contract;
- b) Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c) Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- d) A word in the singular includes plural and a word in the plural includes singular;
- e) A word importing a gender includes any other gender;
- f) A reference to a person includes a partnership and a body corporate;
- g) A reference to legislation includes legislation repealing, replacing or amending that legislation;
- h) Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- i) Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of OGB.
- j) The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

## 8.3 Notification of Award / Purchase Order

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

Bank reserve its rights to place partial order to selected bidder after exclusion of particular "Section(s)", if the respective "Section" founds to be not reasonable as per market standard.

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

## 8.4 Term of the Order

The term of the Notification of Award / Purchase Order / Contract Period shall be for a period of 5 years from date of release of 1<sup>st</sup> phase purchase order. The 1<sup>st</sup> phase PO shall be for 100 locations of branches or offices as listed in the APPENDIX 9. The 1<sup>st</sup> phase PO will also include



The unit price of L1 bidder(s) will be awarded as rate contract to selected bidder for a period of 2 years from date of release of first purchase order. Bank at its sole discretion may release 2<sup>nd</sup> phase purchase order to extend the connectivity to maximum of additional 200 locations (other than 100 locations mentioned in 1<sup>st</sup> phase order) to other locations of bank as per rate contract within the period of 2 years. During this period of rate contract of 2 years, there should not be any upward revision in price. Bidder may extend any downward revision in price to bank during the period of rate contract.

All links delivered as part of any phase of purchase order shall have the termination date of 5 years from date of release of 1<sup>st</sup> Purchase Order.

### 8.5 Acceptance Procedure

- Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- Bidder should prepare and submit agreed Scope of Work (SOW) document within 30 days of award of contract. The SOW should be agreed and signed between Bank and Selected Bidder.
- 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, and NDA, OGB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

### 8.6 Performance Bank Guarantee

The vendor shall, within 30 days of receipt of Purchase Order, submit a Performance Guarantee in the form of Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for **6 years**, with a claim period of **6 (Six)** months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder. Format for Performance Bank Guarantee provided in “Annexure B”.

On release of 2<sup>nd</sup> phase purchase order, the vendor shall either submit a new Bank Guarantee or should issue an amendment to the Bank Guarantee submitted for 1<sup>st</sup> phase purchase order.

### 8.7 Taxes and Duties

All taxes, if any, shall be deducted at source as per then prevailing rates at the time of release of payments. Prices shall be exclusive of all taxes, duties. The bidder should meet the requirements of Goods & Services Tax (GST) of India.

### 8.8 Implementation schedule (SLA for Delivery)

All the delivery time will be calculated from the date of release of work-order along with site readiness.

#### 1. Delivery and Up-gradation of Backhaul

Selected Bidders in all three Category has to either up-grade or deliver redundant backhaul at both DC and DR as per **Section 3, Clause 5** - “scope of work” within 4 weeks of release of purchase order.

#### 2. Delivery Schedule for 1<sup>st</sup> phase PO

The vendor should deliver the links as part of 1<sup>st</sup> phase PO as per below schedule:



In here delivery includes Installation of Fiber, Pole, RF, Wireless devices, link provisioning, SD-WAN delivery & installation and link handover after testing.

| Phase   | Delivery Target           | Timeline from date of PO |
|---------|---------------------------|--------------------------|
| Phase 1 | 35% of ordered locations  | 10 weeks                 |
| Phase 2 | 75% of ordered locations  | 12 weeks                 |
| Phase 3 | 100% of ordered locations | 16 weeks                 |

**3. Delivery Schedule for 2<sup>nd</sup> phase PO or additional POs**

In here delivery includes Installation of Fiber, Pole, RF, Wireless devices, link provisioning, SD-WAN delivery & installation and link handover after testing:

| Phase   | Delivery Target           | Timeline from date of PO |
|---------|---------------------------|--------------------------|
| Phase 1 | 25% of ordered locations  | 8 weeks                  |
| Phase 2 | 75% of ordered locations  | 10 weeks                 |
| Phase 3 | 100% of ordered locations | 12 weeks                 |

**8.9 Network Availability (SLA Network Uptime):**

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

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

SLA clauses are applicable for the Link Uptime excluding CPE (Routers). Rest of the penalty against uptime will be calculated as per **Clause 8.8** (SLA clauses for network).

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





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

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

The network uptime shall be computed as under:

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

Note:

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

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

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

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

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

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

**8.10 Link up-gradation (SLA for Up-Gradation):**

Any Up-gradation of bandwidth at any of the branches/location should be made available within 21 days from the date of work order from controlling office of Bank and the same should be provided without any downtime for the existing systems and network. Also the Up-gradation of Bandwidth on demand should be provided, wherever feasible, without any change in the media already provided.

**8.11 Bandwidth Availability (SLA for Availability of Bandwidth):**

The bandwidth of all links should be provided with SLA and should not be on best-effort basis. There shall not be any restriction or prioritization of any type of traffic of Bank.

**8.12 Penalty Clauses:**

The successful Bidder has to comply with all below mentioned requirements as well, to ensure adherence to project timelines, quality and availability of Service(s). Penalties shall not be levied on the successful Bidder, in case noncompliance to the said requirements only if the same has been solely due to reasons beyond the control of the Vendor.

1) Timeline and Penalty for delay in project implementation:

The Selected Bidder shall be responsible for delivery, implementation and rollout of all the solutions required under this RFP and also must agree to the time duration specified in **Section 8.8, Clause 2: Delivery Timeline.**

In the event of service provider's failure to deliver and / or implement all required components of a fully functional system (pertaining to the scope of the project) within the stipulated time schedule or by the date extended by the Bank, unless such failure is due to reasons entirely attributable to the Bank, it will be a breach of contract. In such case, the Bank would be entitled to charge a penalty.

Penalty will be applicable for late delivery of the a link(s), and **₹1,000/- per week delay** for each delayed delivered link will be deducted as penalty for failure as indicated in the RFP with the maximum penalty of **total quarterly charges of one quarter for respective PO.**

However, Bank reserve the right to terminate the contract at any time, if the project is not delivered as per scheduled timelines and Bank will claim entire amount paid to the vendor, along with additional 10% of 'cost of the contract', as compensation. This shall not be applicable for delay due to reasons entirely attributed to the Bank.

Once the maximum deduction is reached, the Bank may consider termination of the Contract at its discretion.

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

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

Wherever the commissioning is delayed due to delay in obtaining permission from local authorities, it will not attract penalty if supporting documents acceptable to the bank are provided. The service provider has to inform the details to Network Department of OGB Head Office along with copies of application to local authorities and necessary fees paid, if any, to claim exemption from penalty.

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

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

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

If the delay is beyond 16 weeks for any link, the phase 3 payment of the links will be withheld till the commissioning is completed and the Bank reserves the right to invoke the performance guarantee submitted by the successful bidder.

## 2) Penalty for not meeting the SLA on Network Uptime:

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

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

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

1. At all locations, for every percentage or part thereof, for down time over and above the MTTR allowed for respective location under **Clause 8.9 – “Network Availability (SLA Network Uptime)”**, 1% of the charges payable from Quarterly Recurring Cost for every 1% downtime will be deducted as penalty.
2. If the downtime over and above the MTTR exceeds 5% of the uptime committed as per **Clause 8.9 – “Network Availability (SLA Network Uptime)”**, 80% of the charges payable to the particular site per Quarter will be deducted from the invoice amount payable for the quarter.

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

## 3) SLA for Software Support

Any software bug identified by Bank / vendor's service engineer would have to be fixed within the stipulated time depending upon the criticality of the issue. Refer to Clause 8.9

### **8.13 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 without any extra charges.

During performance of the RFP/Contract, the Bidder shall offer to OGB all new versions, releases and updates of software, Firmware as well as related technical support within 30 days of their availability from the OEM

free of cost, where ever applicable. Bidder need to have back to back subscription agreement with OEM to get updates on software, firmware or version update for OS and Tools.

All OS should be provided with software assurance (SA).

#### **8.14 Payment Terms:**

Payment will be released only after submission of Service Level Agreement (SLA) and Performance Guarantee as per **Clause 8.6** in this RFP. Payments will be released after submission of correct invoice as per bank's requirement along with required documents. However, payment procedure will be followed as below:

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

Bank will release payment towards all line items of the PO under following categories only. If any of the line item of the proposal is not falling under following category, than that should be factor with the recurring cost and bank will consider such item as non-billable item, if demanded by bidder.

##### **1. Hardware / equipment / Pole Rental**

The payment against Hardware / equipment / Pole Rental will be released as quarterly arrear if and only if, Service provider submits Performance Guarantee as per Clause 8.6 after deduction of penalties as defined in Clause 8.12.

The date of handover of the link will be the acceptance date of link by bank's Network Department over e-mail.

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

Penalties for delayed commissioning of links if any, shall be calculated as defined in Clause 8.12 of the RFP and will be deducted from the hardware rental.

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

The commissioning report should include the actual height of pole or tower installed or details of ODU or IDU installation.

##### **2. Bandwidth**

The payment against bandwidth will be released as quarterly arrear if and only if, Service provider submits Performance Guarantee as per **Clause 8.6** after deduction of penalties as defined in **Clause 8.12**.

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

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

Penalties for downtime, if any, shall be calculated for every month and recovered from payments to be made at the end of that quarter as defined in **Clause 8.12** of the RFP.

### 3. Support staff

The payment against dedicated Support staff at head office shall be billed on quarterly basis and payment for the same will be released as quarterly arrear.

Payment against non-service periods of any engineer or gap between exit of existing engineer and joining of new engineer of same skill, will be considered as non-billable period for respective service. The same period will be deducted along with applicable penalty from invoice submitted.

Reported leave of a resource / engineer for maximum of 3 days in a quarter will be considered as billable period. Bidder to do alternate resource arrangement for any absence of more than 3 days for a billable resource or engineer. Maximum of one resource in a location can be allowed for leave at a time.

#### 8.15 Shifting of Link

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

The shifting activity should be completed within two weeks from date of release of PO through e-mail only. Hard copy of PO may be collected by Provider for their requirement. The links have to be shifted within a period of 10 days from the Date of request for Shifting or the Date of Intimation from the Bank about the Site readiness at new location whichever is later. In case of shifting of link, the vendor has to provide all necessary material and work force within the approved shifting rate.

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

#### 8.16 Out Door Unit Installation (Pole / ODU)

The height of the roof top pole for underlay links should not exceed 6m.

The Pole / Tower should not fall or bend under wind speed of 150Km per hour or more. The installation of pole or tower should not damage the roof top or premises in any means.

The conducting of cable between ODU and IDU at branch and office premises will be under scope of bidder. Any damage to the ODU or cable should be replaced by bidder without any extra cost to bank.

The earthing of Out Door Pole if any should be connected to Earth-Pit provided by Bank. The electronics items provided by bidder should be self-protective to minor electrical surge or earthing voltage issues. Any damage due to minor deviation of earthing voltage should be repaired or replaced by bidder free of cost.

#### 8.17 Resolution of Network Issue

The links provided under this RFP shall be fully managed service. Bidder should place in mechanism for proactive monitoring of the links and auto trouble ticketing of link.

However, the service provider should provide a web portal accessible over internet to raise trouble ticket for each link. The service provider also have to provide a one stop contact number of helpdesk to raise ticket and get resolution details over phone.

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

#### **8.18 Insurance**

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

#### **8.19 Warrantee and AMC:**

All Hardware supplied should have 5 years of on-site warrantee or AMC between OEM and the service provider from date of delivery of the same. The maintenance under warrantee and AMC should be done with agreed downtime and should be done with in SLA. The Warrantee and AMC should cover (without any additional charges):

- 1) Periodic preventive maintenance
- 2) Replacement of damaged modules with genuine OEM spare.
- 3) Update and upgrade within scope of this RFP.

#### **8.20 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 Q** 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 endeavours to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

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

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

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

#### **8.21 Amendments to the Agreement**



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

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

### **8.22 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 defence and control of any such claim.

### **8.23 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, indemnity 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.

In no event shall either party be liable for any indirect, incidental or consequential damages or lost profits or lost revenue, howsoever such liability may arise.

Losses means any claims.

### **8.24 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.

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

- a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the “Order Cancellation” clause.
- b) OGB reserves its right to cancel the contract in the event of Amalgamation / Merger of Bank with other entity of bank leading to change of service integrator or service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment for undelivered portion of services due to termination of contract.
- c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.
- d) Reverse transition mechanism would be activated in the event of cancellation of the RFP/contract or exit by the parties prior to expiry of the RFP/contract. The Bidder should perform a reverse transition mechanism to OGB or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to OGB or to an alternative 3rd party / vendor nominated by OGB. Where OGB elects to transfer the responsibility for service delivery vendor(s), OGB will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- e) The reverse transition services to be provided by the Bidder shall include the following:
  1. The Bidder shall suitably and adequately train OGB or its designated team or new service provider for fully and effectively changeover of bank’s CBS and allied services.
  2. Bidder shall provide adequate documentation thereof.
  3. The Bidder shall jointly manage the Links with OGB or designated team for a reasonable period of time
- f) **Knowledge Transfer:** The Bidder shall provide such necessary information, documentation to OGB or its assignee, for the effective management and maintenance of the Deliverables under this RFP/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services. Such documentation will be subject to the limitations imposed by bidder’s Intellectual Property Rights of this RFP/Agreement.
- g) **Warranties:**
  1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of OGB. The bidder shall execute any and all such documents as may be necessary in this regard.
  2. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
  3. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
- h) The rates for availing services during reverse transition period would be the same as payable during the RFP/contract period for the respective services, during which the existing Bidder would transfer all



knowledge, know-how and other things necessary for OGB or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.

- i) OGB shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- j) OGB and the bidder shall together prepare the Reverse Transition Plan. However, OGB shall have the sole decision to ascertain whether such Plan has been complied with.
- k) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/contract it would extend all necessary support to OGB or its selected vendors as would be required

#### 8.26 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 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 Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 months period on the same rates and terms & conditions of the RFP/Contract.

OGB at its sole discretion may extend the contract for a period of three (3) years from the date of completion of initial contract period with mutually agreed terms between the service provider(s) and bank.

#### 8.27 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 delivery and services 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 @ 10% per annum from the date of each such payment. Further the Bidder would also be required to compensate OGB for any direct loss incurred by OGB due to the cancellation of the Purchase Order and any additional expenditure to be incurred by OGB to appoint any other Bidder.

#### 8.28 Termination of Contract

**For Amalgamation / Merger of bank:** Bank with written notice of 3 months to Bidder, may terminate the 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 contract is terminated and the date upon which such termination become effective. *OGB will release any payment applicable till date of termination for services taken, but will not release any payment request raised by vendor for termination for amalgamation or merger of bank as per instruction of GOI.*

**For Insolvency:** OGB at any time may terminate the 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 contract in the event of Bidder's repeated failures (more than 3 occasions in a calendar year in maintaining the service level as defined in the Contract).

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

### 8.29 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 prorata 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.

### 8.30 Merger and Amalgamation

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent
- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP
- Bank at its sole discretion may terminate the contract with written notice of 3 months in advance in the event of Merger or Amalgamation of Bank of any such order to this effect issued by Govt. of India.

### 8.31 Force Majeure

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

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;

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

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

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

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

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

### **8.32 Corrupt and Fraudulent Practices**

- 1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 3 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 4 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 5 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time, it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 6 The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No

Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

- 7 Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 8 The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for the scope of work covered in this RFP.

### 8.33 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.

### 8.34 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.

### 8.35 Legal Compliances:

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

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

**Both Bidder and OEM must comply to the Office Memorandum issued by Department of Expenditure under Ministry of Finance with F.No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020. Bidder and OEM(s) registered under Rule 144(xi) of the General Financial Rules (GFRs) should share the registration document upon demand by Technical Committee of Bank.**

### 8.36 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.

All copyrights and other intellectual property rights existing prior to the "Effective Date" will belong to the party that owned such rights immediately prior to the "Effective Date". All modifications and enhancements to, and derivative works from, pre-existing intellectual property rights will belong to the party that owned such pre-existing intellectual property rights

Neither party will gain by virtue of this Contract any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.

### 8.37 Applicable Law and Jurisdiction

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

### 8.38 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.

**8.39 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.

**8.40 Master Service Agreement and Invoice Raising Mechanism**

Bidder needs to sign an agreement with OGB. Bidder needs to note that all invoices raised on Bank needs to be spilt as per **Clause 8.12**. However, for all coordination related to release of payments, penalty calculations and for any other clarification Bidder needs to liaise with OGB Head Office.

**8.41 Governing Language**

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

**8.42 Wage Payment to Resources**

The successful bidder shall liable to pay, the monthly wages to his deployed support staff or engineers in accordance to applicable minimum wages Act. The monthly wages should be credited to the staffs or engineers account within 10 days of following month. (A declaration should be submitted along with the technical bid)

**8.43 Addresses for Notices**

Following shall be address of OGB for notice purpose:

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

**8.44 Merger and Amalgamation**

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank’s written consent
- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP



Section 9 – Documents & Forms for Technical Bid

**Annexure A – Covering Letter for EMD**

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

**Subject: RFP No. OGB/RFP/ITD/NETWORK/008/2022-23 dated 19th July 2022 REQUEST FOR PROPOSAL (RFP) TO SELECT SERVICE PROVIDER FOR PROCUREMENT, IMPLEMENTATION & MAINTENANCE OF CONNECTIVITY USING SD-WAN TECHNOLOGY ON OPEX MODEL.**

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

**Note:** The letter should be attached along with Bank Guarantee and should be uploaded and sent to Head Office along with Bank Guarantee.





**Annexure B - Bid Security (Bank Guarantee)**

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

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

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

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

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

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

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

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

This guarantee will expire:

- (a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
  - (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid.
- Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

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

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. OGB/RFP/ITD/NETWORK/008/2022-23 dated 19th July 2022 REQUEST FOR PROPOSAL (RFP) TO SELECT SERVICE PROVIDER FOR PROCUREMENT, IMPLEMENTATION & MAINTENANCE OF CONNECTIVITY USING SD-WAN TECHNOLOGY ON OPEX MODEL.**

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

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

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

While submitting this bid, we certify that:

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

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that OGB reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable.

We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of OGB will be final and binding on us.

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



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

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

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith 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 (To be filled in online Form)**

| 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 Goods and Service Tax registration no. (Preferably for Odisha State Code:21)                  |                 |                 |                 |
| 6   | Permanent Account Number (PAN)  |                 |                 |                 |
| 7   | Name & Designation of the contact person to whom all references shall be made regarding this tender |                 |                 |                 |
| 8   | Mobile number   |                 |                 |                 |
| 9   | E-Mail of the contact person:   |                 |                 |                 |
| 10  | Website   |                 |                 |                 |
| Financial Details (as per audited Balance Sheets) (in Cr) |   |                 |                 |                 |
|   | Year  | 2018-19 or 2019 | 2019-20 or 2020 | 2020-21 or 2021 |
| 11  | Net worth   |                 |                 |                 |
| 12  | Turn Over   |                 |                 |                 |
| 13  | Profit After Tax  |                 |                 |                 |

**Note:** Bidder should attach the scanned copy of document as proof of details provided like GST Registration Certificate, PAN Card, Balance Sheet copies, Certificate of incorporation etc.



**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. OGB/RFP/ITD/NETWORK/008/2022-23 dated 19th July 2022 REQUEST FOR PROPOSAL (RFP) TO SELECT SERVICE PROVIDER FOR PROCUREMENT, IMPLEMENTATION & MAINTENANCE OF CONNECTIVITY USING SD-WAN TECHNOLOGY ON OPEX MODEL**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



**Annexure 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. OGB/RFP/ITD/NETWORK/008/2022-23 dated 19th July 2022 REQUEST FOR PROPOSAL (RFP) TO SELECT SERVICE PROVIDER FOR PROCUREMENT, IMPLEMENTATION & MAINTENANCE OF CONNECTIVITY USING SD-WAN TECHNOLOGY ON OPEX MODEL**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



**Annexure 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. OGB/RFP/ITD/NETWORK/008/2022-23 dated 19th July 2022 REQUEST FOR PROPOSAL (RFP) TO SELECT SERVICE PROVIDER FOR PROCUREMENT, IMPLEMENTATION & MAINTENANCE OF CONNECTIVITY USING SD-WAN TECHNOLOGY ON OPEX MODEL**. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

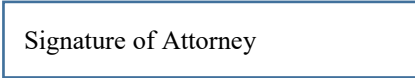
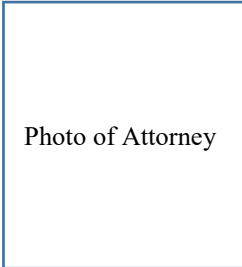




**Annexure H - Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP No. OGB/RFP/ITD/NETWORK/008/2022-23 dated 19th July 2022 REQUEST FOR PROPOSAL (RFP) TO SELECT SERVICE PROVIDER FOR PROCUREMENT, IMPLEMENTATION & MAINTENANCE OF CONNECTIVITY USING SD-WAN TECHNOLOGY ON OPEX MODEL** in response to the RFP by OGB, including signing and submission of all the documents and providing information/responses to OGB in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.



Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.  
For \_\_\_\_\_.

**Accepted**

**(Signature)**  
(Name Designation)  
Date:  
Business Address:



**Annexure J - OEM / Manufacturer’s Authorization Letter**

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

Date:

To:

WHEREAS

We \_\_\_\_\_, are official manufacturers/OEM vendors of \_\_\_\_\_.

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

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

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Seal:

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(On Stamp Paper of ₹ 100.00)

**Annexure K - Integrity Pact****Preamble**

This Agreement (hereinafter called the Integrity Pact) is made on this the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_, between,

on one hand, **Odisha Gramya Bank** acting through Shri \_\_\_\_\_, \_\_\_\_\_, (designation of the officer) of Odisha Gramya Bank, a Regional Rural Bank and an enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part

And

M/s \_\_\_\_\_, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. \_\_\_\_\_, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

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

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

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

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

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesses as under:

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

**Article 1: Commitments of the BUYER**

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

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

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

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

**Article 2: Commitments of the BIDDER**

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

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

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

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

2.4 The BIDDER shall disclose the payments to be made by them- to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the- BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined and prescribed under Section 6 of the Companies Act 1956 and as defined and prescribed under Section 2(77) of the Companies Act 2013 and the relevant Rules made there under.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

**Article 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Article 2 above or in any other form such as to put his reliability or credibility in question, the BUYER is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR, 2017, PC ACT 1988, etc. or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the BUYER. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-"B".

**Article 4: Compensation for Damages**

- 4.1 If the BUYER has disqualified the Bidder(s) from the tender process prior to the award according to Article 3, the BUYER is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 4.2 If the BUYER has terminated the contract according to Article 3, or if the BUYER is entitled to be terminate the contract according to Article 3, the BUYER shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Article 5 - Equal Treatment of all Bidders/Contractors/Subcontractors**

- 5.1 Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the BUYER before contract signing.
- 5.2 The Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractors. It is to be ensured that all sub-contractors also sign the IP.
- 5.3 In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
- 5.4 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 5.5 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

**Article 6: Previous Transgression**

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

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

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

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

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

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

**Article 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)**

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

**Article 8: Earnest Money (Security Deposit)**

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

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

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

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

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

**Article 9: Sanction for Violations**

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

- i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.



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

9.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 9.1[i] to [viii] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

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

#### **Article 10: Independent External Monitors**

10.1 The BUYER has appointed Independent External Monitors [hereinafter referred to as monitors] for this Pact in consultation with the Central Vigilance Commission (CVC) Government of India.

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

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

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

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

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

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

Note: However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

10.8 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the Monitor, who would look into the records, conduct an



investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The advice of the Monitor is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.

10.9 The Monitor is expected to submit a written report to the designated Authority of BUYER within 30 days from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10.10 The Monitor would examine all complaints received by them and give their recommendations/views to the Chairman, Odisha Gramya Bank at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.

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

10.12 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation of the Monitor in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the Monitor, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

#### **Article 11: Facilitation of Investigation**

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

#### **Article 12: Law and Place of Jurisdiction**

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

#### **Article 13: Other Legal Actions**

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

#### **Article 14: Validity**

14.1 Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the BUYER and the BIDDER/Seller, till the completion of contract, including warranty period, whichever is later. After award of work, the Monitor shall look into any issue relating to execution of contract, if specifically raised before them. However, the Monitor may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

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

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

#### **Article 15: Code of Conduct**

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

#### **Article 16: Examination of Books of Accounts**



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

**Article 17: Legal and Prior Rights**

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

**Article 18: Other Provisions**

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

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

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

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

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

18.5 The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.

18.6 Issues like warranty/guarantee etc. should be outside the purview of Monitor.

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



**Annexure L- Escalation Matrix**

**OGB/RFP/ITD/NETWORK/008/2022-23 dated 19th July 2022 REQUEST FOR PROPOSAL (RFP) TO SELECT SERVICE PROVIDER FOR PROCUREMENT, IMPLEMENTATION & MAINTENANCE OF CONNECTIVITY USING SD-WAN TECHNOLOGY ON OPEX MODEL**

Ref: Your REQUEST FOR PROPOSAL (RFP) TO SELECT SERVICE PROVIDER FOR PROCUREMENT, IMPLEMENTATION & MAINTENANCE OF CONNECTIVITY USING SD-WAN TECHNOLOGY ON OPEX MODEL

Name of the Company:

**Delivery Related Issues:**

| Sl.No. | Name | Designation   | Full Office Address | Phone No. | Mobile No. | Fax | Email address |
|--------|------|---|---------------------|-----------|------------|-----|---------------|
| 1      |      | First Level   |                     |           |            |     |               |
| 2      |      | Second level contact  |                     |           |            |     |               |
| 3      |      | Regional/Zonal Head   |                     |           |            |     |               |
| 4      |      | <b>Country Head</b><br>(If response not received in One week) |                     |           |            |     |               |

**Service Related Issues:**

| Sl.No. | Name | Designation   | Full Office Address | Phone No. | Mobile No. | Fax | Email address |
|--------|------|---|---------------------|-----------|------------|-----|---------------|
| 1      |      | First Level   |                     |           |            |     |               |
| 2      |      | Second level contact  |                     |           |            |     |               |
| 3      |      | Regional/Zonal Head   |                     |           |            |     |               |
| 4      |      | <b>Country Head</b><br>(If response not received in One week) |                     |           |            |     |               |

**Annexure M - Track Record for Past Experience**

**OGB/RFP/ITD/NETWORK/008/2022-23 dated 19th July 2022 REQUEST FOR PROPOSAL (RFP) TO SELECT SERVICE  
PROVIDER FOR PROCUREMENT, IMPLEMENTATION & MAINTENANCE OF CONNECTIVITY USING SD-WAN  
TECHNOLOGY ON OPEX MODEL**

Name of the Bidder\_\_\_\_\_

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

(Enclose necessary documentary proof) Date:



**Annexure N – Commercial Bid Form**

(To be included in Commercial Bid Envelope)

To  
The General Manager,  
Head Office of  
Odisha Gramya Bank,  
Gandamunda, Khandagiri,  
Bhubaneswar - 751030

Dear Sirs,

**Re: OGB/RFP/ITD/NETWORK/008/2022-23 dated 19th July 2022 REQUEST FOR PROPOSAL (RFP) TO SELECT SERVICE PROVIDER FOR PROCUREMENT, IMPLEMENTATION & MAINTENANCE OF CONNECTIVITY USING SD-WAN TECHNOLOGY ON OPEX MODEL**

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

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

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

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

Dated this..... Day of.....2021

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of



**Section 10 - Format for Commercial Bid (Online mode only)**

**Annexure O - Commercial Bid**  
(To be filled in online mode only)

Ref: OGB/RFP/ITD/NETWORK/008/2022-23 dated 19th July 2022

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

**Table#1:**

| Sl. No | Details  | Annual Recurring Charges (Rental) | Quantity                          | Total Cost |
|--------|--|-----------------------------------|-----------------------------------|------------|
| 1      | SDWAN device / Hardware / Pole Rental including Installation Charges at branches / offices (for 1 <sup>st</sup> phase Order) |                                   | 100 units x 5 years = <b>500</b>  |            |
| 2      | Bandwidth Rental of <b>2Mbps</b> bandwidth per branch /office location (for 1 <sup>st</sup> phase Order)                     |                                   | 100 units x 5 years = <b>500</b>  |            |
| 3      | SDWAN device / Hardware / Pole Rental including Installation Charges at branches / offices (for 2 <sup>nd</sup> phase Order) |                                   | 200 units x 5 years = <b>1000</b> |            |
| 4      | Bandwidth Rental of <b>2Mbps</b> bandwidth per branch /office location (for 2 <sup>nd</sup> phase Order)                     |                                   | 200 units x 5 years = <b>1000</b> |            |
| 5      | Dedicated support staff at OGB HO, Bhubaneswar   |                                   | 5 years                           |            |
| 6      | Backhaul bandwidth to DC, Chennai - 60 Mbps (for 1 <sup>st</sup> phase Order)  |                                   | 5 years                           |            |
| 7      | Backhaul bandwidth to DRC, Hyderabad – 60Mbps (for 1 <sup>st</sup> phase Order)  |                                   | 5 years                           |            |
| 8      | Additional Backhaul bandwidth to DC, Chennai - 120 Mbps (for 2 <sup>nd</sup> phase Order)                                    |                                   | 4 years                           |            |
| 9      | Additional Backhaul bandwidth to DRC, Hyderabad – 120 Mbps (for 2 <sup>nd</sup> phase Order)                                 |                                   | 4 years                           |            |
| 10     | <b>Total of Sl. Nos 1 &amp; 9</b>  | <b>(X)</b>                        |                                   | <b>(Y)</b> |

The price quoted in serial number 1 and 3 will be normalized based on the lowest price quoted between serial number 1 and 3. Similarly, the price quoted in serial number 2 and 4 will be normalized based on the lowest price quoted between serial number 2 and 4. The bidder will have to accept the normalized price.

The price quoted in serial number 8 and 9 shall be same or less than two times of the price quoted in serial number 6 and 7 respectively. The bidder will have to accept the normalized price.



The price mentioned in (Y) will be considered as TCO for selection of L1 Bidder if and only if the price quoted in all line items are valid and numerical. In case of invalid value or quote in any field of Table# 1, the bid may be treated as invalid and may be rejected. In such case, Bank at its sole discretion may considered L2 bid for awarding contract.

**Table# 2 (Additional Charges)**

| Additional Charges (excluding applicable Government Taxes) |   |           |                      |
|--|---|-----------|----------------------|
| Sl. No   | Details   | Units (A) | Unit Cost in INR (B) |
| 1  | Shifting of partial or complete setup of equipment (including RF pole / tower if any) to different premises   | 1         |                      |
| 2  | Shifting of complete setup of external Pole / Tower (if any) to different place within same premises          | 1         |                      |
| 3  | Engineer Visit Charges not within SOW of Bidder   | 1         |                      |
| 4  | Replacement of ODU not within SOW of Bidder   | 1         |                      |
| 5  | Replacement of IDU / POE not within SOW of Bidder   | 1         |                      |
| 6  | Replacement of SDWAN device at branch location not within SOW of Bidder                                       |           |                      |
| 7  | Replacement of SDWAN power cable at branch location not within SOW of Bidder                                  |           |                      |
| 8  | Repairing of Tower not within SOW of Bidder   | 1         |                      |
| 9  | Cost of replacement of Cable between ODU & IDU (per m) with cable conducting and cashing not within Warrantee | 1         |                      |
| 10   | Procurement and Installation of Ladder, if any  | 1         |                      |

L1 Bidder will accept the lowest price quoted in SL. No.1, 2, 3, 7, 8, 9 and 10 of Table # 2 across all bidder. All line item in Table#2 are subject to negotiation. All line items except Sl. No. 3, in Table#2 includes the cost of transportation and engineer visit.

We certify that price quoted are all-inclusive (excluding applicable Government Tax component) as per clauses mentioned in the RFP No. **OGB/RFP/ITD/NETWORK/008/2022-23 dated 19th July 2022**. We also confirm that the price quoted meets all the specifications and scope of work mentioned in the RFP No **OGB/RFP/ITD/NETWORK/008/2022-23 dated 19th July 2022**.

Authorised Signatory:

Name and Designation:

Office Seal:



**Section 11 – Documents to be executed by selected bidder****Annexure P - 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;
- c) Or, Claim Expiry

**Annexure Q - Non-Disclosure Agreement**

This Agreement is made and entered on this ----- day of -----, 201 (“Effective Date”) between **Odisha Grama Bank**, a body corporate constituted under Regional Rural Bank Act- 1976, having its Administrative Office at **Gandamunda, Khandagiri, Bhubaneswar – 751030**, hereinafter called the (Hereinafter referred to as “**OGB**”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) ;

**AND**

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

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

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

**NOW THEREFORE**

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

**Article 1: Purpose**

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

**(STATE THE PURPOSE)****Article 2: DEFINITION**

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

**Article 3: NO LICENSES**

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

**Article 4: DISCLOSURE**

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

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

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

**Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in

the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

**Article 7: INJUNCTIVE RELIEF**

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

**Article 8: NON-WAIVER**

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

**Article 9: DISPUTE RESOLUTION**

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

**Article 10: GOVERNING LAW AND JURISDICTION**

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

**Article 11: NON-ASSIGNMENT**

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

**Article 12: TERM**

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

**Article 13: INTELLECTUAL PROPERTY RIGHTS**

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

**Article 14: GENERAL**

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of



this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

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

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

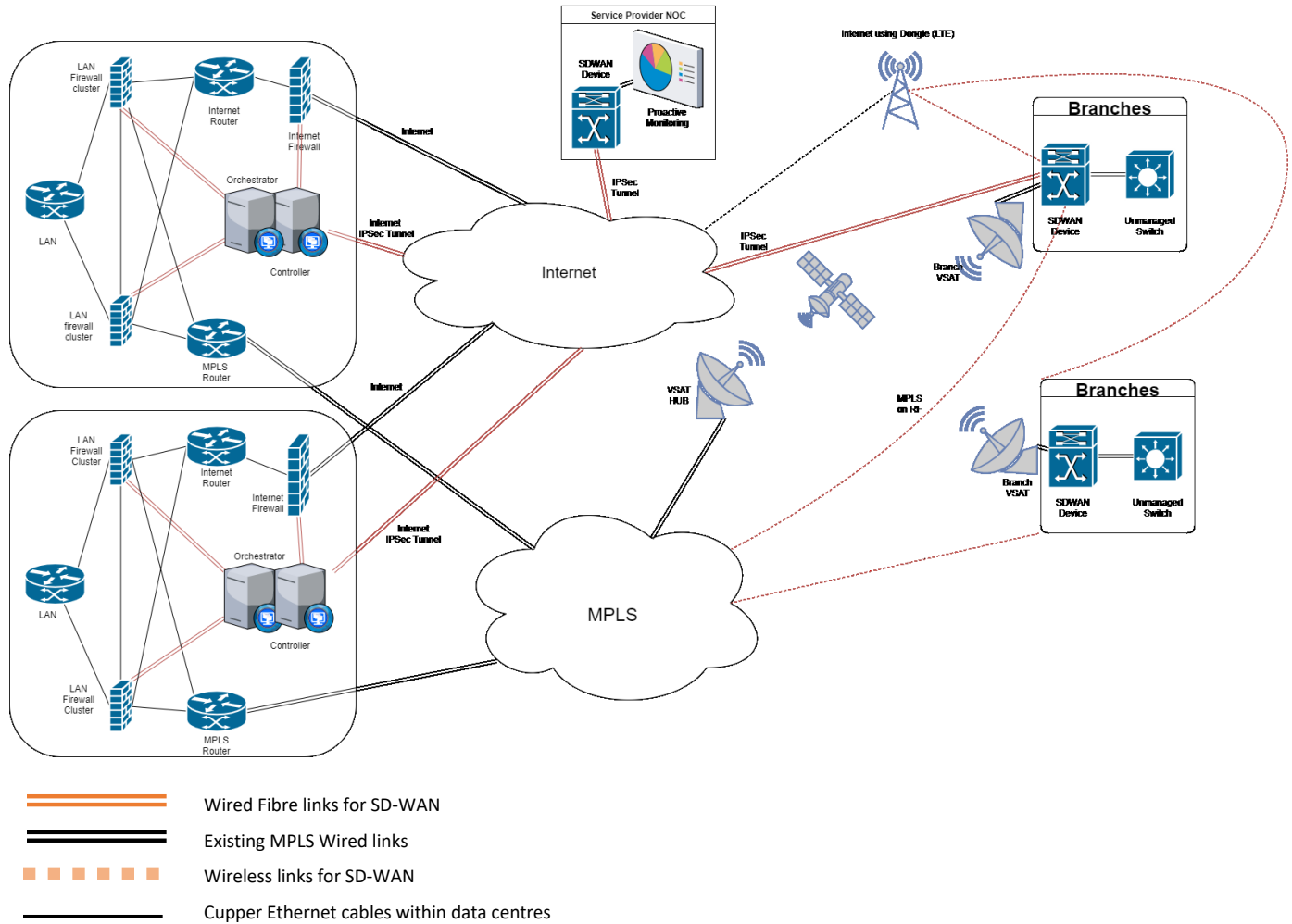
Witness 1:

Witness 2:

**Section 12 – Appendix**

**APPENDIX 1 – PROPOSED NETWORK ARCHITECTURE**

**Proposed SD WAN Architecture**





**APPENDIX 2 – MANDATORY TECHNICAL SPECIFICATIONS**

Bidder should propose SD-WAN solution with following minimum specification.

**Name of OEM –**

**Product Model Number for branches–**

| S.N. | General Requirements/specifications  | Complied (Yes/No) | Comments with reference from datasheet |
|------|--|-------------------|--|
| 1    | Proposed SDWAN solution should be based on Network Function Virtualization principal.  |                   |  |
| 3    | The proposed solution should be true SD-WAN with definite decoupling of the control plane and data plane.  |                   |  |
| 4    | Proposed SDWAN OEM should be listed in leader’s quadrant of Gartner’s report 2021.<br><br><b>Note:</b> OEM with Make in India will be considered with satisfactory performance report or letter from any Govt. organization or any Bank in India with at least 100 deployed locations. The letter from client should be self-explanatory to understand high customer satisfaction with the proposed SD-WAN product.  |                   |  |
| 5    | Proposed SDWAN solution should be able to use LTE as a primary and support LTE aggregation through load balancing  |                   |  |
| 6    | Proposed SDWAN solution support (LTE+ILL, LTE+LTE , LTE + Broadband, LTE+MPLS, Broadband + VSAT, LTE+VSAT, MPLS + Broadband)   |                   |  |
| 7    | Proposed SDWAN solution should support per packet & per flow load balancing. (not necessary for VSAT)  |                   |  |
| 8    | Proposed SDWAN solution should support Zero Touch Provisioning, auto VPN and light weight IPSEC tunnels with AES256 or equivalent encryption.  |                   |  |
| 9    | The Proposed solution should be capable of configuring the CPE devices locally and overwrite the previous configuration that particular CPE in the controller.   |                   |  |
|      | Proposed SD-WAN solution should be in the form of Hardware Appliance and must be Rack Mountable with Dual Power Supply for DC and DR. SDWAN devices at DC and DR should be mounted in standard 42U network rack of OGB with dual SMPS for dual power supply and the each device should not cover more than 3U space.<br><br>For other locations, Hardware Appliance with wall mounts with single power supply and in-built heat sink for better device cooling. Branch SDWAN device should have tabletop form factor and should be suitable for placement in Network rack (4U size). |                   |  |
| 10   | Proposed solution should have on-premises Controller and Orchestrator to manage all the SD-WAN devices. The Controller should Manage, Orchestrate and Visualize the devices. The Controller and Orchestrator can be placed in two hardware each at DC and DR. Controller or Orchestrator should not have any component except from firmware or software update from cloud.   |                   |  |
| 11   | The Tunnels should form automatically, and manual intervention should be eliminated to form Tunnels of each location.  |                   |  |
| 12   | Corporate data should never be routed to the control plane and should only traverse between the CPE devices.   |                   |  |



| S.N. | General Requirements/specifications   | Complied (Yes/No) | Comments with reference from datasheet |
|------|---|-------------------|--|
| 13   | The Control Plane communication between Central Controller and SD-WAN devices/ Routers must be secured via TLS or similar or higher Secure Technology   |                   |  |
| 14   | The SD-WAN must include the ability to support the network topologies like Hub and spoke, Full mesh, Partial/ Regional mesh.  |                   |  |
| 15   | The SDWAN solution may be capable of supporting TLS 1.2 to ensure audit compliance. In case, the support is not available at present, SD-WAN solution provider should ensure the support, whenever required during the contract period, without any additional cost implication to OGB.   |                   |  |
| 16   | The SD-WAN should Support protocol functionality like Static Routes, OSPFv2, BGPv3, PBR, PFR based on predefined application SLA, Tunneling and NAT. The same Device/solution should be capable of IPv6 routing support for OSPF/ BGP when implementing IPv6.   |                   |  |
| 17   | The proposed SDWAN solution should be upgradable to provide layer 7 security as and when required without any additional hardware.  |                   |  |
| 18   | The proposed SD-WAN solution should be an enterprise grade True SD-WAN solution that should be completely transport independent. It should support multiple technologies and capable to bind/ use all of the following available connectivity links, VPN, MPLS, PPPoE, ILL,BB Internet, FTTH, Internet of any kind,4G, 3G, LTE dongle               |                   |  |
| 19   | The SD-WAN should support Quality of service (QoS) features for reducing packet loss, latency and hop count on the network. Should control and manage network resources by setting priorities for specific types of data on the network.  |                   |  |
| 20   | The SD-WAN should support Real time Live Monitoring and NTP for real time monitoring and reporting purpose.   |                   |  |
| 21   | The solution should have support for multiple VLANs with tagging capability, end to end segmentation.   |                   |  |
| 22   | Device Operating Conditions:<br>a. Branch SD-WAN should seamlessly operate within Temperature range from 0 to 50°C considering extreme environmental condition at several branches<br>b. SD-WAN should seamlessly operate within Relative Humidity range from 15 to 80%.<br>c. High Mean Time between Failure values should be minimum seven years. |                   |  |
| 23   | The Proposed Branch Hardware must have minimum 4 Gig enabled Universal Ports, These ports should be not pre-defined for WAN/ LAN. Device should allow to define WAN/ LAN as per the requirement without any restriction. Proposed Hardware must have minimum 2 USB Port for LTE use and one console port in form of Ethernet interface.             |                   |  |
| 24   | All branch devices should support “Zero touch provisioning” and should get configured through controller  |                   |  |



**APPENDIX 3 – DC / DR HARDWARE SPECIFICATIONS**

Bidder should propose DC & DR hardware, compiling to following minimum specification. The release note of the software should justify the specification mentioned.

**Product OEM –**

**Product Model Number for DC & DR–**

| S/N | Minimum Technical specification   | Compliance (Yes/No) | Remark |
|-----|---|---------------------|--------|
| 1   | The Appliance should have the capability to handle minimum 1 Gbps of Encrypted Throughput. This minimum 1 Gbps aggregated encrypted throughput is derived from the current and near future requirement. Bidder should enhance the throughput as per requirement of the project during the contract period to ensure seamless operation of branch connectivity |                     |        |
| 2   | The Appliance should have following minimum configurations:<br>1. 4 x1G/10G SFP + Ports & 6x1G RJ45 Ports WAN ports.<br>2. The devices should be populated with Hot swappable dual power supply with dual in-mount SMPS.<br>3. The devices should be populated with minimum of 8GB RAM & 64 GB SSD<br>4. The devices should be 2 USB ports and 1 Console Port |                     |        |
| 3   | The DC/ DR/ Head End SD-WAN device should have all resources including RAM, CPU, Dual FAN etc., for enabling to process and handle thousands of tunnels.  |                     |        |
| 4   | The SD-WAN DC/DR solution can be deployed in High Availability. The HA configuration should support Active/Active and Active/ Passive. The devices at DC and DR should be in Active-Active mode.  |                     |        |
| 5   | The SD-WAN should be supplied with all required accessories like Console Cable, Power Cable (Indian standard) etc.  |                     |        |
| 6   | The proposed solution should be based on true SDN architecture with separate control plane and data plane and should not be based on ASIC architecture.   |                     |        |
| 7   | Device should be of rack-mount form factor  |                     |        |
| 8   | The device should have dual active SMPS for connecting to dual power supply.  |                     |        |



**APPENDIX 4 – FUNCTIONAL FEATURES**

The SD-WAN solution proposed should have following minimum functional features.

| S/N | Minimum Technical specification   | Compliance (Yes/No) | Remark |
|-----|---|---------------------|--------|
| 1   | The SD-WAN should support Intelligent Traffic Steering/ switching, Application aware Routing, secure communication between NMS/ Control plane / Data plane etc. Based on N/W analysis the solution must able to select best path as per link Quality, configured policy like priority of applications/ user etc.  |                     |        |
| 2   | Each branch SD-WAN CPE should be able to handle at-least 3 or more different routing instance. The functionalities for per-segment business policy, routing protocols, DHCP, VPN configuration etc., are also desirable.  |                     |        |
| 3   | The SD-WAN should have Load balancing on equal or un-equal capacity links. Should be able to load balance the traffic evenly on same capacity or un-equal capacity links irrespective of the type of the links (BB Internet, FTTH, P2P, ILL, 4G/3G/LTE) simultaneously. It should also support weighted distribution of load across all the available WAN links             |                     |        |
| 4   | The devices at branches should support auto zero lag link failover feature between primary and secondary links.   |                     |        |
| 5   | The solution should not add any additional latency on current network traffic.  |                     |        |
| 6   | The SD-WAN should have Bandwidth Aggregation/ Augmentation/ Configuring multiple links facility. Solution should support any kind of transport, ability to bind multiple VPN/MPLS links and MPLS/ VPN links along with public Internet links. That is, the solution must operate over, pure Internet, pure VPN and hybrid internet / VPN underlay.                          |                     |        |
| 7   | The SD-WAN should support Link failover due to packet loss, Latency, Jitter and hop count.  |                     |        |
| 8   | The SD-WAN device should support remediation of packet loss and should have in built mechanism for recover Packet Loss.   |                     |        |
| 9   | The SD-WAN should continuously check the link flaps and link quality parameters and traffic accordingly; Link flaps or link up/down must not affect the traffic as long as other link is available.   |                     |        |
| 10  | The SD-WAN solution should not add any latency for the current traffic path.  |                     |        |
| 11  | The SD-WAN must be able to perform priority queuing in order to prioritize packet flows for each traffic class.   |                     |        |
| 12  | The SD-WAN device should have capability for creating Secure Data Path/ VPN Tunnelling encryption for WAN traffic over multiple public internet links with Failover in case of two or more ISP's. Should ensure data security for data traffic.   |                     |        |
| 13  | The SD-WAN should support static routes and must integrate transparently into the existing routing infrastructure. The solution must be completely transparent to existing routing protocols (e.g., OSPF, BGP (iBGP and eBGP), IPsec etc.,) for peering with LAN devices. All routing functions, including "dynamic path selection" or any other network routing decisions. |                     |        |
| 14  | The SD-WAN should have built in support for IPsec VPN and there shouldn't be any user license restriction.  |                     |        |
| 15  | The solution should support IPsec VPN tunnel to create secured tunnel with any third-party firewall or routers  |                     |        |



| S/N | Minimum Technical specification  | Compliance (Yes/No) | Remark |
|-----|--|---------------------|--------|
| 16  | The SD-WAN device must support PACKET REDISTRIBUTION even over IPsec tunnel. If IPsec tunnel break, the file transfer shouldn't break or stop, rather it should move to secondary tunnel without any noticeable delay. |                     |        |
| 17  | The SD-WAN device should have capability to forward traffic via specific WAN paths depending on predefined application policies and performance needs.   |                     |        |
| 18  | The SD-WAN Solution must support RA VPN for remote user connectivity   |                     |        |
| 19  | The branch devices should have local break-out features for providing secure access to permitted websites hosted in internet without compromising security of Bank's network.  |                     |        |

**APPENDIX 5 – SECURITY FEATURES**

The SD-WAN solution proposed should have following minimum security features.

| S/N | Minimum Technical specification  | Compliance (Yes/No) | Remark |
|-----|--|---------------------|--------|
| 1   | SD-WAN devices should have authentication and authorization only with the preconfigured Controller Console which is placed in DC/DR.<br><br>Even if Controller is down the Edge devices should be functional on last pushed configuration.   |                     |        |
| 2   | The SD-WAN should support hybrid secured connectivity across the WAN i.e. Data flowing from DC/DR to HO/ Branch devices and within the branch to branch communication should be encrypted by using industry standard protocol.   |                     |        |
| 3   | The SD-WAN solution should support encryptions for end-to-end communication. The solution should use standard encryption technology, such as 128-bit AES/ 256-bit AES/ Higher, to provide secure connectivity over any type of WAN link. Rekeying functionality must be available in the solution for encryptions. |                     |        |
| 4   | SD-WAN Device should be able to provide the configuration difference between Pre and Post configuration push with colour coding for addition, removal, change in configuration.  |                     |        |
| 5   | SD-WAN Device should have capability to capture the packet for trouble shooting using UI.  |                     |        |
| 6   | SD-WAN Solution Support per hop trace and ping to end to end visibility on packet loss through UI  |                     |        |
| 7   | Proposed Solution should have capability to capture lat-long of every installed SD-WAN Device  |                     |        |
| 8   | The solution must have GUI based packet capture utility within its management console with capability of creating packet capture filters and ability to define the packet and byte count   |                     |        |
| 9   | The solution must have option to be managed from both i.e. directly from the edge device and from a centralized console  |                     |        |
| 10  | All internet connections except for local breakout should use auto VPN tunnelling using IPsec or higher security standard.   |                     |        |
| 11  | Basic security features should be available with the all branch router like IPS  |                     |        |
| 12  | The setup at DC and DR should have all industry standard security features enabled from day one, including IPS & IDS.  |                     |        |

**APPENDIX 6 – SD-WAN MANAGEMENT**

The SD-WAN solution proposed should have following minimum management features.

| S/N | Minimum Technical specification  | Compliance (Yes/No) | Remark |
|-----|--|---------------------|--------|
| 1   | The solution should comprise of a centralized single plane of Controller   |                     |        |
| 2   | The solution should come with a web based administration interface and GUI Console for Monitor/ Control/ Management.   |                     |        |
| 3   | The Solution should support Role Based Access Control that provides only relevant information to the user based on their roles and privileges.   |                     |        |
| 4   | The solution should able to define the Custom roles in addition to redefined roles (e.g. Owner, Viewer, Operator, and Editor, Super user to control permissions flexibly and accurately.   |                     |        |
| 5   | The mass upgrade of SD-WAN CPE Devices should be supported by Solution.  |                     |        |
| 6   | Appliance should be able to integrate with central authentication solutions such as<br>a. Active Directory/ Radius<br>b. Solution should have privilege level of users like L-1, L-2 and L-3 to control and to manage deployed SD-WAN devices<br>c. SIEM Solution  |                     |        |
| 7   | The solution should be able to perform time synchronization with NTP server  |                     |        |
| 8   | The solution should support Real Time live feed to monitor the system Health (CPU, memory utilization, Ethernet port bandwidth) on real time   |                     |        |
| 9   | Management or Controller shall be able to monitor the Network statistics including continuous performance monitoring of hop count, latency and packet loss for all network paths/ link utilization.  |                     |        |
| 10  | Solution should support Documented API enabling easy third-party product and service integration using REST architecture where data can be XML or JSON coded,  |                     |        |
| 11  | The solution should provide Customer Dashboard/ Customer Portal for,<br>1. Detailed visibility of the applications being accessed, its usage, impact on the traffic etc.<br>2. Link visualization: Device / Link Up and Down, Link Quality and BW utilization alerts should get captured in the dashboard. |                     |        |
| 12  | The Controller/ Management console should support Zero Touch Provisioning (ZTP) deployment at sites. The plug & play installation/ one touch provisioning.   |                     |        |
| 13  | The solution will allow administrator to forward alerts from the system using email, SMS.  |                     |        |
| 14  | The solution must support flexible hierarchical group management, including for group-based configuration changes and software updates. Appliances may be grouped according to a hierarchical structure that affords easy management of hundreds of appliances.  |                     |        |
| 15  | The solution should provide capability of remote diagnostics like Ping, trace route, testing VPN connectivity, Speed test, Metered Trace Route list active flows, paths, flush active flows etc., through a centralized GUI without the requirement of login into CLI of individual branches.              |                     |        |





**APPENDIX 7 – SD-WAN REPORTING**

The SD-WAN solution proposed should have following minimum reporting features.

| S/N | Minimum Technical specification  | Compliance (Yes/No) | Remark |
|-----|--|---------------------|--------|
| 1   | The SD-WAN should have GUI (Graphical User Interface) for Report Generation.   |                     |        |
| 2   | The SD-WAN controller should contain single dashboard which includes all other device status like CPU, Link status, event logs etc.  |                     |        |
| 3   | The SD-WAN should support report generation for Network statistics link utilization and path performance including; <ul style="list-style-type: none"> <li>a. Packet loss in the links</li> <li>b. Jitter on the links</li> <li>c. Latency of Links</li> <li>d. Hop count</li> </ul>                     |                     |        |
| 4   | The SD-WAN must provide continuous performance monitoring reports of individual Link Quality/ Virtual Link Quality on daily, weekly, monthly, yearly etc.,   |                     |        |
| 5   | The SD-WAN must store historical data including syslog, audit log and all other activity / transactional logs for at-least 3 months or more.   |                     |        |
| 6   | The SD-WAN should be able to generate real time system events/ historical logs for events that have taken place in the system such as a login, changes to configuration and system related errors or warnings.   |                     |        |
| 7   | The SD-WAN Solution should support syslog export directly from the SD-WAN CPE  |                     |        |
| 8   | The SD-WAN will provide automated real time event alert mechanism.   |                     |        |
| 9   | The SDWAN solution should have the ability to export/customize reports as CSV format / PDF format.   |                     |        |
| 10  | The SD-WAN should support granular Real-Time Monitoring and Historical Reporting like <ul style="list-style-type: none"> <li>a. Statistics of bandwidth usage of each application.</li> <li>b. Flow of each application.</li> <li>c. Configuration summary.</li> <li>d. Security and Traffic.</li> </ul> |                     |        |
| 11  | The solution must be capable of exporting traffic statistics to Netflow collectors.  |                     |        |
| 12  | The solution should support end-to-end real-time flow visualization for the application paths for identifying in issues and taking corrective actions.   |                     |        |



**APPENDIX 8 – LICENSE**

The SD-WAN solution proposed should have following minimum licensing.

| S/N | Minimum Technical specification   | Compliance (Yes/No) | Remark |
|-----|---|---------------------|--------|
| 1   | Licensing: should be per device license for unlimited users for VPN (IPsec Site to Site) and other features. There should not be any user/IP/host/bandwidth-based licenses.   |                     |        |
| 2   | The OEM/ Solution provider should have their own offices R&D Centre and Support Centre in India. The SD-WAN solution should be supported by the OEM on 24x7x365 basis through a Technical Assistance centre (TAC) in India. |                     |        |
| 3   | The selected Bidder should have their own office in Odisha and should provide 24x7x365 Toll Free/ Helpdesk number for TAC assistance in Odisha.   |                     |        |
| 4   | The OEM/ Solution provider should reserve sufficient number of SD-WAN Edge appliance in stock as spare appliances to support the critical SD-WAN solution for Odisha Gramya Bank.   |                     |        |
| 5   | In case of SD-WAN device failure, the Advance RMA should be done on next business day irrespective of the city categorization by the Solution provider but RMA should be raised on the same day of issue escalation.        |                     |        |
| 6   | All the functionality and feature license should be pre-installed and it should be usable from day one of operation.  |                     |        |
| 7   | During the tenure, all products updates, device upgrades, patches, software etc., should be provided by the selected Bidder with free of cost from day one.   |                     |        |
| 8   | All the software and licenses required to meet the tender specifications must be provided from day one.   |                     |        |
| 9   | During the contract/support period, the selected Bidder should install configure and commission SD-WAN solution at new locations, whenever required, with the same cost/ contractual conditions, as decided by Department.  |                     |        |

## APPENDIX 9 – LOCATIONS FOR 1<sup>st</sup> PHASE ORDER

Bidder should propose to provide connectivity to following 100 locations as part of 1<sup>st</sup> phase order.

| SL | Branch ID | Branch Name  | ADDRESS   | LAT LONG              | Connectivity Media<br>Broadband / ILL / LTE (dual or single) / RF (with height) | Bandwidth commitment |
|----|-----------|--------------|---|-----------------------|---|----------------------|
| 1  | 1041      | Agria        | ATPO-Agria, Block Betnoti, Dist-Mayurbhanj, PIN - 757001        | 21.706161 , 86.8697   |   |                      |
| 2  | 4065      | Alipingal    | ATPO-Alipingal, ViaDist-Jagatsinghpur, PIN - 754103             | 20.2231, 86.1565      |   |                      |
| 3  | 4096      | Arunnagar    | AT-Arunnagar, PO-Baradanga, Via-Mahakalpada, PIN - 754224       | 20.413183 , 86.652762 |   |                      |
| 4  | 1037      | Asana        | ATPO-Asana, Block-Bisoi, Dist-Mayurbhanj, PIN - 757033          | 22.109574, 86.289029  |   |                      |
| 5  | 4130      | Avana        | ATPO-Avana, Dist-Balasore, PIN - 756051                         | 21.257525, 86.824275  |   |                      |
| 6  | 508       | Babandha     | ATPO-Babandha, Via-Hindol Road, Dhenkanal, 759019, PIN - 759019 | 20.71985, 85.4297     |   |                      |
| 7  | 543       | Badakerjang  | ATPO-Badakerjang, Via-Hakimpada, Dist-Angul, PIN - 759143       | 20.86603 , 84.96919   |   |                      |
| 8  | 4         | Bahadajhola  | ATPO-Bahadajholla, Dist-Nayagarh, PIN - 752082                  | 20.078273, 84.915731  |   |                      |
| 9  | 4111      | Baideswar    | ATPO-Baideswar, Via-Kalapathar, Dist-Cuttack, PIN - 754017      | 20.353882, 85.383907  |   |                      |
| 10 | 7         | Balanga      | ATPO-Balanga, Dist-Puri, PIN - 752105                           | 20.038745, 85.882612  |   |                      |
| 11 | 2021      | Bamebari     | ATPO-Bamebari, Via-Joda, Dist-Keonjhar, PIN - 758034            | 21.910066, 85.420195  |   |                      |
| 12 | 1075      | Bangiriposi  | ATPO-Bangiriposi, Dist-Mayurbhanj, PIN - 757032                 | 22.15236, 86.53955    |   |                      |
| 13 | 12        | Bangurigaon  | ATPO-Bangurigaon, Via-Kakatpur, Dist-Puri, PIN - 752118         | 19.94329, 86.19123    |   |                      |
| 14 | 13        | Banigochha   | ATPO-Banigochha, Via-Daspalla, Dist-Nayagarh, PIN - 752089      | 20.40055, 84.58638    |   |                      |
| 15 | 2003      | Banspal      | ATPO-Banspal, Dist-Keonjhar, PIN - 758072                       | 21.609005, 85.419017  |   |                      |
| 16 | 2024      | Barahatipura | ATPO-Barhatipura, Via-Ghatagaon, Dist-Keonjhar, PIN - 758027    | 21.422318, 85.816501  |   |                      |
| 17 | 1042      | Basingi      | ATPO-Basingi, Block-Bahalda, Dist-Mayurbhanj, PIN - 757046      | 22.346539, 86.106215  |   |                      |
| 18 | 2010      | Bato         | ATPO-Bato, Via-Sainkul, Dist-Keonjhar, PIN - 758043             | 20.668457, 86.072971  |   |                      |
| 19 | 2018      | Benamunda    | AT-Benamunda, PO-Balabhadrapur, Via-Sirigida, PIN - 758076      | 21.197884, 85.568638  |   |                      |
| 20 | 2004      | Bhagamunda   | ATPO-Bhagamunda, Via-Harichandanpur, PIN - 758080               | 21.273317, 85.863643  |   |                      |
| 21 | 19        | Bhingarpur   | AT-Bhingarpur, PO-Bhatapatna, Via-Balianta, PIN - 752115        | 20.26524, 85.9321     |   |                      |
| 22 | 4183      | Bidu         | ATPO-Bidu, Via-Bahanaga, Dist-Balasore, PIN - 756042            | 21.32897, 86.74053    |   |                      |
| 23 | 4151      | Bilana       | AT-Bilana, PO-Galagandapur, Via-Guamal, PIN - 756127            | 20.951116, 86.579332  |   |                      |
| 24 | 22        | Bolagarh     | ATPO-Bolagarh, Dist-Khurda, PIN - 752066                        | 20.172815, 85.274333  |   |                      |
| 25 | 4190      | Brahmapur    | AT-PO-Brahmapur, BlockDist-Bhadrak, PIN - 756127                | 21.04617, 86.55768    |   |                      |

| SL | Branch ID | Branch Name    | ADDRESS   | LAT LONG                 | Connectivity Media<br>Broadband / ILL / LTE (dual or single) / RF (with height) | Bandwidth commitment |
|----|-----------|----------------|---|--------------------------|---|----------------------|
| 26 | 4075      | Chatua         | ATPO-Chatua, Via-Kujang, Dist-Jagatsinghpur, PIN - 754141         | 20.2747, 86.5013         |   |                      |
| 27 | 4146      | Chhatrapur     | ATPO-Chhatrapur, Via-Rajnilagiri, PIN - 756040                    | 21.4969, 86.6289         |   |                      |
| 28 | 2041      | Chilida        | ATPO-Chilida, Via-Turumunga, Dist-Keonjhar, PIN - 758046          | 21.75444444, 85.76391667 |   |                      |
| 29 | 2034      | Chouthia       | ATPO-Chauthia, Via-Champua, Dist-Keonjhar, PIN - 758044           | 21.930234, 85.642322     |   |                      |
| 30 | 4153      | Chudamani      | ATPO-Chudamani, Via-Basudevpur, Dist-Bhadrak, PIN - 756136        | 21.13739, 86.7708        |   |                      |
| 31 | 4170      | Dahamunda      | ATPO-Dahamunda, Dist-Balasore, PIN - 756070                       | 21.70315, 87.31283       |   |                      |
| 32 | 2039      | Dd College     | AT-Baniapat, PO-D.D.College, Dist-Keonjhar, PIN - 758001          | 21.655173, 85.609157     |   |                      |
| 33 | 4220      | Dobal          | ATPO-Dobal, Dist-Bhadrak, PIN - 756117                            | 20.88772, 86.421631      |   |                      |
| 34 | 4117      | Dosadaki Chhak | AT-Dosadaki Chhak, POVia-Tirtol, PIN - 754138                     | 20.306605, 86.325332     |   |                      |
| 35 | 4101      | Erakana        | AT-Erkana, PO-POdamarai, Via-Mahanga, PIN - 754206                | 20.555017, 86.233438     |   |                      |
| 36 | 129       | Gabakunda      | ATPO-Gabakunda, Via-Sakhigopal, Dist-Puri, PIN - 752045           | 19.944735, 85.88707      |   |                      |
| 37 | 527       | Gandanali      | ATPO-Gandanali, Via-Rasol, Dist-Dhenkanal, PIN - 759021           | 20.58952, 85.36786       |   |                      |
| 38 | 4044      | Garhamadhupur  | ATPO-Garhmadhupur, Dist-Jajpur, PIN - 755041                      | 20.790061, 86.09272      |   |                      |
| 39 | 40        | Ghoradia       | ATPO-Ghorodia, Via-Delanga, Dist-Puri, PIN - 752015               | 20.067651, 85.693319     |   |                      |
| 40 | 43        | Haladia        | ATPO-Haladia, ViaDist-Khurda, PIN - 752055                        | 20.281675, 85.569603     |   |                      |
| 41 | 519       | Indipur        | ATPO-Indipur, Via-Gadasila, Dist-Dhenkanal, PIN - 759025          | 20.660461, 85.524101     |   |                      |
| 42 | 4074      | Jadupur        | AT-Jadupur, PO-Jadupur, Via-Marshaghai, PIN - 754213              | 20.386482, 86.53436      |   |                      |
| 43 | 533       | Jagannathpur   | ATPO-Jagannathpur, Via-Hulursingha, Dist-Angul, PIN - 759132      | 20.724530, 84.866574     |   |                      |
| 44 | 4191      | Jambu          | ATPO-Jambu, Via-Mahakalapada, Dist-Kendrapada, PIN - 754224       | 20.418679, 86.714946     |   |                      |
| 45 | 4216      | Jankoti        | ATPO-Jankoti, Dist-Jagatsinghpur, PIN - 754114                    | 20.251587, 86.139783     |   |                      |
| 46 | 4055      | Judum          | ATPO-Jillinda, Via-Narsinghpur, Dist-Cuttack, PIN - 754032        | 20.530123, 84.944575     |   |                      |
| 47 | 2025      | Jyotipur       | ATPO-Jyotipur, Via-Turumunga, Dist-Keonjhar, PIN - 758046         | 21.79683, 85.80379       |   |                      |
| 48 | 524       | Kabera         | AtPo - Kabera Madhapur, Via - Mahimagadi, Dist - Dhenkanal        | 20.776201, 85.744183     |   |                      |
| 49 | 4060      | Kalapada       | ATPO-Kalapara, Via-Sri Baladevjew, PIN - 754212                   | 20.452992, 86.430236     |   |                      |
| 50 | 4150      | Kamaragaon     | AT-Kamaragaon, PO-Guagadia, Via-Ertal, Dist-Bhadrak, PIN - 756124 | 21.131766, 86.733819     |   |                      |
| 51 | 4066      | Kampagarh      | ATPO-Kampagarh, Via-Indupur, Dist-Jajpur, PIN - 754214            | 20.62997, 86.32227       |   |                      |

| SL | Branch ID | Branch Name         | ADDRESS  | LAT LONG               | Connectivity Media<br>Broadband / ILL / LTE (dual or single) / RF (with height) | Bandwidth commitment |
|----|-----------|---------------------|--|------------------------|---|----------------------|
| 52 | 2020      | Kanjipani           | ATPO-Kanjipani, Via-Suakati, Dist-Keonjhar, PIN - 758018     | 21.524732, 85.467032   |   |                      |
| 53 | 51        | Kapileswarpur       | ATPO-Kapileswarpur, Dist-Puri, PIN - 752043                  | 19.844027, 85.742233   |   |                      |
| 54 | 559       | Karamula            | ATPO-Karamula, Dist-Dhenkanal, PIN - 759014                  | 20.851261, 85.74602    |   |                      |
| 55 | 52        | Karbar              | ATPO-Karabar, Via-Bhapur, Dist-Nayagarh, PIN - 752063        | 20.3398, 85.33625      |   |                      |
| 56 | 4091      | Karilopatna         | ATPOVia-Karilopatana, Dist-Kendrapada, PIN - 754223          | 20.457193, 86.357985   |   |                      |
| 57 | 4210      | Katra               | ATPO-Katra, Dist-Jagatsinghpur, PIN - 754106                 | 20.230127, 86.273489   |   |                      |
| 58 | 1054      | Kendujuani          | ATPO-Kendujuani, Block-Thakurmunda, PIN - 757037             | 21.647825, 86.121742   |   |                      |
| 59 | 1022      | Kendumundi          | ATPO-Kendumundi, Via-Karanjia, Dist-Mayurbhanj, PIN - 757037 | 21.686134, 86.10574    |   |                      |
| 60 | 1018      | Khaladi             | ATPO-Bada Khaladi, Via-Kaptipada, PIN - 757040               | 21.50279, 86.49649     |   |                      |
| 61 | 532       | Kiakata             | ATPO-Kiakata, Via-Rajkishor Nagar, Dist-Angul, PIN - 759126  | 20.867683, 84.322066   |   |                      |
| 62 | 2042      | KIP, Basudevpur     | ATPO-Basudevpur, Via-Joda, Dist-Keonjhar, PIN - 758047       | 22.030543, 85.519338   |   |                      |
| 63 | 56        | Koska               | ATPO-Koska, Via-Madhyakhanda, Dist-Nayagarh, PIN - 752093    | 20.348062, 85.026861   |   |                      |
| 64 | 4059      | Kotpur              | ATPO-Kotpur, Via-Dharmasala, Dist-Jajpur, PIN - 755045       | 20.7119, 86.2233       |   |                      |
| 65 | 2044      | Kundala             | AT-Kundala, PO-Mirigikhoji, Via-Machhagarh, PIN - 758081     | 21.601041, 85.967914   |   |                      |
| 66 | 58        | Kundhei             | ATPO-Kundhei, Via-Bangurigaon, Dist-Puri, PIN - 752118       | 19.974555, 86.193276   |   |                      |
| 67 | 2048      | Malarpada           | ATPO-Malarpada, Via-Udaypur, Dist-Keonjhar, PIN - 758045     | 21.771582, 85.834842   |   |                      |
| 68 | 65        | Mangalpur           | ATPO-Mangalpur, Via-Pipli, Dist-Puri, PIN - 752104           | 20.052616, 85.827123   |   |                      |
| 69 | 4229      | Manjuri Road        | ATPO-Manjuri Road, PIN - 756121                              | 21.006537, 86.317912   |   |                      |
| 70 | 4103      | Naharana            | AT-Dasabatia, PO-Baramundali, Via-Machhagaon, PIN - 754119   | 20.033526, 86.334268   |   |                      |
| 71 | 4125      | Nizampur            | ATPO-Nizampur, Dist-Balasore, PIN - 756003                   | 21.587777, 86.938046   |   |                      |
| 72 | 562       | Odapada             | ATPO-Odapada, Dist-Dhenkanal, PIN - 759019                   | 20.76352, 85.42142     |   |                      |
| 73 | 4119      | Orikanta            | ATPO-Orikanta, Via-Nemalo, Dist-Cuttack, PIN - 754293        | 20.425082, 86.163948   |   |                      |
| 74 | 77        | Ostapur Khanda Sahi | ATPO-Khandasahi, Via-Lataharan, Dist-Puri, PIN - 752119      | 20.0115808, 86.2453395 |   |                      |
| 75 | 4094      | Pathapur            | ATPO-Pathapur, Via-Dampara, Dist-Cuttack, PIN - 754007       | 20.437048, 85.64799    |   |                      |
| 76 | 4116      | Patilo              | ATPO-Kotian, Via-Kaduapara, Dist-Jagatsinghpur, PIN - 754106 | 20.247328, 86.24642    |   |                      |
| 77 | 4013      | Patkura             | ATPOVia-Patkura, Dist-Kendrapada, PIN - 754228               | 20.392936, 86.40281    |   |                      |
| 78 | 558       | Patrapada           | ATPO-Patrapada, Via-Bagedia, Dist-Angul, PIN - 759141        | 21.08754, 84.77128     |   |                      |

| SL  | Branch ID | Branch Name      | ADDRESS   | LAT LONG             | Connectivity Media<br>Broadband / ILL / LTE (dual or single) / RF (with height) | Bandwidth commitment |
|-----|-----------|------------------|---|----------------------|---|----------------------|
| 79  | 2031      | Pithagola        | ATPO-Pithagola, Via-Harichandanpur, PIN - 758028                      | 21.312188, 85.631420 |   |                      |
| 80  | 136       | Prataprudrapur   | ATPO-Prataprudrapur, Block-Balianta, PIN - 752102                     | 20.22802, 85.979375  |   |                      |
| 81  | 4145      | Purusottampur    | AT-Purusottampur, PO-Balikhanda, Dist-Balasore, PIN - 756166          | 21.10699, 86.624232  |   |                      |
| 82  | 555       | Raijharan        | ATPO-Raijharan, Via-Kosala, Dist-Angul, PIN - 759130                  | 20.9592, 84.9658     |   |                      |
| 83  | 4232      | Rajatota         | AT -RAJATOTA, PO-BALIBILI, VIA-BIRI DIST- JAJPUR, PIN - 755003        | 20.66167, 86.38296   |   |                      |
| 84  | 4179      | Ranakotha        | AT-Ranakotha, PO-Tukurihazira, Via-Fulbani, PIN - 756037              | 21.603331, 87.387975 |   |                      |
| 85  | 1078      | Rasamtala        | ATPO-Rasamtala, Via-Karanjia, Dist-Mayurbhanj, PIN - 757037           | 21.767688, 85.998215 |   |                      |
| 86  | 89        | Rushipada        | AT-Jaunli POKhari, PO-Mahapur, Via-Puri-2, PIN - 752002               | 19.89975, 85.96276   |   |                      |
| 87  | 4069      | Safa             | ATPO-Safa, Via-Kotsahi, Dist-Cuttack, PIN - 754022                    | 20.640873, 85.953369 |   |                      |
| 88  | 4133      | Sajanagarh       | ATPO-Sajanagarh, Dist-Balasore, PIN - 756041                          | 21.48297, 86.7261    |   |                      |
| 89  | 1066      | Sankucha         | AT-Sankucha, PO-Kuamara, Blk-Saraskona, Baripada, PIN - 757081        | 22.142688, 86.644625 |   |                      |
| 90  | 91        | Sarangajodi      | ATPO-Sarangajodi, Via-Sakhigopal, Dist-Puri, PIN - 752014             | 19.956192, 85.86983  |   |                      |
| 91  | 1047      | Sargada          | ATPO-Sargada, Via-Bijatata, Block-Bijatata, PIN - 757048              | 22.262803, 86.389746 |   |                      |
| 92  | 4156      | Sartha           | ATPO-Sartha, Dist-Balasore, PIN - 756077                              | 21.57239, 87.10226   |   |                      |
| 93  | 1070      | Sarubali         | ATPO-Sarubali, Via-Sukruli, Dist-Mayurbhanj, PIN - 757039             | 21.9252, 85.8855     |   |                      |
| 94  | 96        | Sirulimohavir    | ATPO-Siruli Mahavir, Via-Chandanpur, Dist-Puri, PIN - 752012          | 19.887555, 85.703832 |   |                      |
| 95  | 1051      | Sridamchandrapur | ATPO-Sridamchandrapur, Block-Udala, PIN - 757041                      | 21.65056, 86.53342   |   |                      |
| 96  | 1069      | Mpc College      | ATPO-Takatpur, Baripada, Dist-Mayurbhanj, PIN - 757003                | 21.929596, 86.76151  |   |                      |
| 97  | 1071      | Kaptipada        | ATPO-Kaptipada, Dist-Mayurbhanj, PIN - 757040                         | 21.51561386.527099   |   |                      |
| 98  | 536       | Danara           | ATPO-Danara, Via-Dera(Talcher), Dist-Angul, PIN - 759103              | 20.942823, 85.101174 |   |                      |
| 99  | 70        | Nayagarh         | ATPODist-Nayagarh, PIN - 752069                                       | 20.128574, 85.105949 |   |                      |
| 100 | 511       | Dadaraghathi     | AT-Paramhansapur, PO-Kualu, Via-Parajanga, Angul-759120, PIN - 759120 | 20.963234, 85.284483 |   |                      |