



IT Department, Head Office, Gandamunda, Khandagiri, Bhubaneswar, 751030

RFP OGB/ITD/ATM/TIS/015/2019-20 : REQUEST FOR PROPOSAL FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF ATM/CRM SITE (TIS).

INTRODUCTION

Odisha Gramya Bank invites Tender for Supply, Installation, Commissioning and Maintenance of 50 Nos. of complete ATM/CRM sites (excluding ATM/CRM/UPS). Here ATM site consists of civil works, Electrical works, Interior, AC Units and any other equipment/material required as per the RFP. Maintenance of all the hardware, equipment and site will be as per clause No: 1.5, 1.6 and 1.7 of RFP. The total contract period of RFP shall be 5 years.

Disclaimer

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

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

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

Contents

1. PROJECT SPECIFIC TERMS & CONDITIONS:	5
1.1. SCHEDULE OF BIDDING PROCESS:	5
1.2. COST OF BID DOCUMENT & EARNEST MONEY DEPOSIT (EMD) / BANK GUARANTEE IN LIEU OF EMD:	5
1.3 BIDDER'S QUALIFICATION CRITERIA:	5
1.4 DELIVERY & DELAYS IN THE BIDDER'S PERFORMANCE	6
1.5 INSTALLATION & OPERATIONALISATION – SCOPE OF WORK	6
a. Delivery and Site Preparation:	7
b. Installation and maintenance:	8
c. Documentation	9
d. Training:	9
e. Project Management	9
1.6 COMPREHENSIVE ON SITE WARRANTY AND AMC:	10
1.7 Service Level Agreement (SLA)	11
1.7.1 Penalty for Delay in Commissioning:	11
1.7.2 Penalty for not meeting the SLA terms on Uptime:	12
1.8 BANK GUARANTEE:	15
1.9 ORDER OF ADDITIONAL ATM/CRM SITE:	16
1.10 PAYMENT TERMS:	17
1.11 PRICES AND TAXES	17
1.12 EVALUATION OF BIDS AND AWARDING THE CONTRACT:	18
A. Evaluation of Technical Bids:	18
B. Evaluation of Commercial Bids:	18
C. Determination of L1 Bidder and Awarding of Contract:	19
ENVELOPE -1: Eligibility and Technical Bid	19
ENVELOPE-2: Commercial Bid:	19
ENVELOPE-3: Bid Cost and EMD:	20
D. Evaluation of Bids	20
1.13 SPLITTING OF PURCHASE ORDER:	21
2. GENERAL TERMS & CONDITIONS:	22
2.1. SUBMISSION OF BIDS:	22
2.1.1. SUBMISSION OF BIDS THROUGH MANUAL TENDERING:	22
2.1.2. SUBMISSION OF DOCUMENTS:	23
2.2. BID OPENING PROCESS:	23

2.4. BIDDER'S INQUIRIES ON RFP & BANK'S RESPONSE:	24
2.5. BIDDER'S RESPONSIBILITY VIS-À-VIS THIRD PARTY PRODUCTS / EQUIPMENTS / SOFTWARE:	24
2.6. LIABILITIES OF THE BANK:	24
2.7. OWNERSHIP:	24
2.8. FURNISHING OF INFORMATION.....	25
2.9. FORMAT AND SIGNING OF BIDS	25
2.10. AUTHENTICATION OF ERASURES / OVERWRITING ETC.	25
2.11. AMENDMENTS TO RFP TERMS AND CONDITIONS:.....	25
2.12. OTHER CONDITIONS:.....	25
2.13. CLARIFICATION.....	25
2.14. ERRORS AND THEIR RECTIFICATION	25
2.15. BANK'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.	26
2.16. CONTACTING THE BANK.....	26
2.17. ACCEPTANCE OF CONTRACT.	26
2.18. FORMATION OF CONTRACT.	26
2.19. ASSIGNMENT.....	26
2.20. USE OF CONTRACT DOCUMENTS AND INFORMATION.....	26
2.21. PACKING.....	26
2.22. INSURANCE	26
2.23. TERMINATION FOR DEFAULT	27
2.24. TERMINATION FOR INSOLVENCY	27
2.25. FORCE MAJEURE	27
2.26. TRAINING / INCIDENTAL SERVICES.....	27
2.27 COPY RIGHT/LICENCE VIOLATION.....	28
2.28. RESPONSIBILITY FOR FAULT FREE OPERATION	28
2.29. HELPDESK & INCIDENT MANAGEMENT:	28
2.30. HAND HOLDING SUPPORT:	29
2.31. LIQUIDATED DAMAGES (PENALTY):	29
2.32 LIMITATION OF LIABILITY:	29
2.33. COMPLIANCE TO LABOUR ACT:	29
2.34. OTHER TERMS AND CONDITIONS	29
2.35. RESOLUTION OF DISPUTES.....	31
ANNEXURE- A [OFFER COVERING LETTER].....	32
ANNEXURE-B [BID FORM].....	32

ANNEXURE- C [Price Schedule of Hardware, equipment and TIS]	33
ANNEXURE- D [ELIGIBILITY CRITERIA-DECLARATION]	44
ANNEXURE- E [MANUFACTURERS’ AUTHORISATION FORM]	45
ANNEXURE –F [BIDDER INFORMATION]	46
ANNEXURE-G [Compliance to Technical Specifications]	47
ANNEXURE –H [CERTIFICATE FROM CLIENT]	53
ANNEXURE-I [UNDERTAKING OF AUTHENTICITY FOR HARDWARE AN SOFTWARE]	54
ANNEXURE –J [SELF DECLARATION – BLACKLISTING]	55
ANNEXURE – K [PROFORMA OF BANK GUARANTEE (DELIVERY)]	55
ANNEXURE – L [PROFORMA OF BANK GUARANTEE (PERFORMANCE)]	58
ANNEXURE –M [AMC BANK GUARANTEE FORMAT]	60
ANNEXURE – N [BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT]	61
ANNEXURE – O-[Format for Technical Bid]	62
ANNEXURE – P [FORMAT FOR COMMERCIAL BID]	63
ANNEXURE – Q [DETAILS OF SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER]	64
ANNEXURE – R :[Escalation Matrix]	64
ANNEXURE – S [TERMS AND CONDITIONS COMPLIANCE TABLE]	65
ANNEXURE–T [LETTER OF AUTHORISATION TO BID]	66
ANNEXURE – U [Undertaking compliance of minimum wages]	67
Annexure – V [LETTER OF UNDERTAKING]	68
Annexure W – [Non-Disclosure Agreement]	69
Annexure-X – [Pre Contract Integrity Pact]	73

Project specific terms and conditions, General terms and conditions and Annexure relating to this RFP are furnished here under.

1. PROJECT SPECIFIC TERMS & CONDITIONS:

1.1. SCHEDULE OF BIDDING PROCESS:

S. No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	RFP OGB/ITD/ATM/TIS/015/2019-20
2.	Date of Issue of RFP	05-02-2020
3.	Last date for receipt of queries, if any.	10-02-2020 , 6 PM
4.	Pre Bid Meeting	11-02-2020 , 11 AM
5.	Last Date and Time for Submission of bids along with supporting documents along with BG/DD ,EMD etc.	24-02-2020 , 6 PM
6.	Date, Time and venue for opening the Technical bid.	25-02-2020 , 11 AM
7	Date, Time and venue for opening the Commercial bid.	Will be intimated to technically short-listed bidders.
8.	Bid Submission Mode.	Through Manual Tendering process
9.	Address for Communication / Submission of Bids	General Manager, Information Technology Dept, Odisha Gramya Bank, Head Office,Bhubaneswar-751030
10.	Contact officials for any clarification	Mr. B K Patra , GM ITD, 0674-2353038 Mr. S K BASA , Sr. Manager , ITD 0674-2353025 Mr. A K Khandai , Sr. Manager ,ITD 0674-2353023
11.	Contact e-mail ID	atm@odishabank.in ,itd@odishabank.in, procurement@odishabank.in
12	Contact details of IM	Mr. Vinayaka Rao Turaga, IOFS (Retd) ,Turaga House, Anne Baburao Colony ,Penamalaru, Vijayawada,Andhra Pradesh – 521 139 ,email: tvrao56@gmail.com

1.2. COST OF BID DOCUMENT & EARNEST MONEY DEPOSIT (EMD) / BANK GUARANTEE IN LIEU OF EMD:

S. No.	Description	Amount in INR
1.	Cost of Bid document	10,000/- (Ten Thousands only)
2.	EMD/ Bank Guarantee in lieu of EMD	5,00,000/- (Five Lakhs Only)

This RFP document is available at our Bank's website, www.odishabank.in and can be downloaded from the website.

ISSUED BY:

General Manager
IT Department, Head Office, Gandamunda, Bhubaneswar-751030

1.3 BIDDER'S QUALIFICATION CRITERIA:

The bidder shall furnish relevant documents / self-declaration supporting the above eligibility/ qualification criteria along with the technical bid with a self-certified check list for submission of required documents as per Annexure D.

Note: The CDs will be installed in our service area in Odisha including rural branches of 13 districts in Odisha State viz., Angul, Balasore, Bhadrak, Cuttack, Dhenkanal, Jajpur, Jagatsinghpur, Kendrapada, Keonjhar, Khurda, Mayurbhanj, Nayagarh and Puri.

The bidder needs to comply with all the eligibility criteria mentioned in the Annexure D to be evaluated for technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the bidder's proposal. The Bidder should enclose proof in support of all eligibility criteria while submitting the Bid Proposal, failing which, the Bid Proposal will not be considered for further evaluation. There is no restriction on the number of credentials a bidder can provide, however all credential letters should be appropriately bound, labeled and segregated in the respective areas

1.4 DELIVERY & DELAYS IN THE BIDDER'S PERFORMANCE

a) Bank will be identifying the ATM site with shutter. The details of the selected ATM sites will be given to the selected bidder. Selected Bidder should do needful to complete the TIS work including Glow signboard of the ATM/CRM site as per the below schedule:

- (i) Within 3 weeks from the date of issuance of work order in case the site is Urban and Semi Urban
- (ii) Within 4 weeks from the date of issuance of work order in case the site is in rural area.

TIS work includes AC, Sign Board, Electrical works, Civil & Interior works, lightings, Analog timer, Fire extinguisher, earthing, Wall drilling for VSAT wire etc.

b) The materials should be delivered to various locations within 3 (Three)/4 (Four) weeks from the date of acceptance of the Work Order (including pre-dispatch inspection process). The address of location for delivery of Materials will be advised through Mail or work orders. The bidder should take care of any permits (e.g. Road permit)/ Inter-state /Intra-state transportation formalities during the transit of the Hardware. Bank will not be responsible for any delay in delivery due to such permits/formalities.

c) If, at any time during performance of the Contract, the Bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the hardware and performance of Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance against suitable extension of the performance guarantee for delivery.

f) Delivery for the above purpose is deemed to be complete only when all the items specified in the Purchase Order are completely delivered and date of delivery is the date on which the last item is delivered. If this delivery schedule is not maintained, a penalty of one half percent (0.5%) of (Cost of Hardware or cost of site readiness in case site not ready) (location wise) for each week or part thereof of the delay subject to a maximum penalty not exceeding five percent (5 %) of the work order / site preparation cost as applicable (location wise) will be levied from the expiry of due date.

g) Failure of the successful bidder to comply with the above delivery schedule, as stipulated in clause 1.4 shall constitute sufficient grounds for the annulment of the award of contract and invocation of bank guarantee (delivery). In such an event the Bank will call for fresh bids and blacklist the bidder for period of one year.

1.5 INSTALLATION & OPERATIONALISATION – SCOPE OF WORK

REQUIREMENT OF ATM/CRM SITES:

Bank has following requirements for 50 Nos. of ATM/CRM sites all over the command area of bank. However, Bank reserves the right to increase / decrease the quantity based on the actual requirements

of the Bank.

Odisha Gramya Bank envisages installing 50 Nos. of ATM/CRM sites .The bidder is required to supply, install, commission and provide onsite maintenance support over the tenure of the contract. Bidder is required to undertake Site Preparation work including civil, electrical and interiors for 50 sites. Furthermore, the bidder is required to supply, install and commission related equipment such as DB Board, AC Units, Isolation Transformer, Servo Stabiliser and Fire Extinguisher at 50 sites. Bidder is required to provide maintenance and support for all equipment and Hardware as per clause 1.6 of RFP.

Scope Overview: The broad scope of the RFP is given below:

Supply, install, commission and ongoing maintenance of all the Hardware as per the specification listed in **Annexure-G**.

Perform the site preparation activities including (civil, interiors and electrical work) as per the **Annexure - G**.

The bidder is required to provide onsite warranty for all equipment supplied by the bidder as per the clause No 1.6 of RFP.

The selected bidder is required to undertake all the works mentioned in the RFP document:

a. Delivery and Site Preparation:

- i. Bidder need to provide one single point of contact (SPOC) for the implementation and maintenance of this project throughout the project period. One Portal may (optional) be provided to the Bank for call logging and call monitoring process.
- ii. The bidder has to coordinate with the Regional office, the branch and complete all site preparation and other preliminary works viz earthing and any other work related for installation, commission and maintenance of this project etc. During installation Bidder shall ensure that the bank's work is not interrupted.
- iii. The Bidder shall undertake to ensure that the site is ready as per the requirements before delivery and installation of Hardware. Accordingly bidder should make arrangement for delivery, unpacking, inspection etc. with no additional cost to the bank.
- iv. The bidder is responsible for supply and delivery, transportation, transit insurance, storage and installation, insurance up to acceptance by the bank, installation and commissioning of hardware at sites including integration, acceptance testing, documentation, warranty, annual maintenance.
- v. Any delay in installation of Hardware or equipment for any reasons from bidder side should not entail in expiry of insurance and the same should be continued to be extended up to the date of delivery at the destination address as given by Bank.
- vi. The bidder shall be responsible for installation and commissioning of Hardware and other equipment including cabling and other related activities such as unpacking, uncarting, inspection etc.
- vii. During the installation the bidder shall check physical availability of items as per the packing list. If any of the items are not delivered/not as per the specification/ are damaged etc., the bidder or their engineer/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered.

The Bidder shall have to arrange for all testing equipment and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the Bank.

- viii. All the cabling done for the CDs/CRMs shall be neat and structured. The bidder shall document the cabling path along with the equipment. Copy of the cabling diagram should be made available to the

branch. Power and telecommunications cabling carrying data or supporting CD services should be protected from interception or damage. CD vendor should follow stringent guidelines and best industry practices to protect the system from unauthorized access and wiretapping.

- ix. In case damage of the bank's property during delivery and installation which is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- x. For site preparation/ TIS of ATM site of size more than 100 sq feet vendor/bidder need to take special approval for the same prior to construction and site preparation.
- xi. All the equipment like Rack, battery, wiring panel etc to be fitted in the back room. Wirings of ATM/CRM and Camera shouldn't be visible and accessible to common public.
- xii. The bidder should undertake by a separate letter that out of the total number of ATM sites allocated by Bank, a minimum of 30% will be made operational every month after 5th week from the date of issuance of Purchase Order. In case of any default penalty of Rs 1000.00 per day will be applied subject to maximum of 0.5% of the cost of implementation of the site. The penalty won't be imposed if there is delay due to Bank or force major situation.
- xiii. Bank will be providing the ATM sites to the selected Bidder. Bidder should perform one preliminary site inspection prior to supply / installation and submit the estimate of the expenses for that proposed ATM site. Bidder need to analyze the voltage sufficiency at the proposed site at the time of preliminary site inspection. Accordingly, Voltage stabilizer of optimum technical specification should be recommended for the ATM site. Bidder should take care that ATM/CRM should not be down for any voltage fluctuation in the local area. Voltage stabilizer should be provided as per the requirement of the site.
- xiv. Bidder shall be responsible for any damage due to the issue with earthing of the ATM/CRM site. Bidder has to ensure proper earthing of each ATM/CRM site.
- xv. Bidder should ensure that the timer for Glow Signboard should not get reset due to power fluctuation. Glow Sign Board should glow from 5PM in the evening to 6 AM in the Morning.
- xvi. All the materials used in the spares of Hardware and other equipment should be pest resistant. If the machine is having any spare part which is having edible or consumable material (such as rubber, latex, gum etc), and the same is damaged by pests such as ants, termites then Bank is not responsible for the same. Bidder need to replace the spare part of the hardware free of cost if damaged by pest attack.
- xvii. Bidder need to provide the Design diagram of the electrical wiring of the ATM site and DB Board. All the circuit diagram should be as per the best practice of the industry standard. The color code of the wire should be as follows:
RED: Red wire signifies the phase in electric circuit. BLACK: Black wires signifies neutral wire in electric circuit. The neutral wires is connected to neutral bus bar inside an electric panel. GREEN: Green wire stands for grounding/ earthing in electric circuit.

b. Installation and maintenance:

- . The bidder shall perform the following activities at the time of installation/commissioning the Hardware and obtain confirmation from the bank official
 - i. The bidder shall ensure the following while installation and subsequent maintenance activities:
 - ☑ Installation of all the equipment should be as per the RFP.
 - ☑ Operation manual and Technical troubleshooting should be provided at the Branch level.
 - ☑ Quarterly maintenance report should be provided at the ATM/CRM sites.
 - ii. The bidder shall adhere to the service level specified in the RFP for the maintenance of equipment supplied by the bidder.
 - iii. The bidder shall undertake shifting of older ATM/CRM sites in case of the requirements as per price structure of the RFP.

- iv. Bidder shall do the electrical arrangements to accommodate the UPS back up to ATM/CRMs machine, Network modem, switch, CCTV DVSS, emergency led lights inside ATM/CRM room.
- v. In the case of a Bidder offering to supply goods under contract, which the Bidder did not manufacture or otherwise produce, the Bidder should produce a certificate as per the format enclosed that they have been duly authorized by the manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or authorized distributors etc., a separate "LETTER OF AUTHORISATION TO BID" on behalf of the main Bidder/s should be enclosed along with the Technical Bid. Proposals received without the authorization letter/s will summarily be rejected.
- vi. Select Bidder may take the order from the Bank related to shifting or repairing of the existing/old ATM/CRMs sites of Bank as per the L1 price structure evaluated

c. Documentation

- . All documents supplied should be in English language
- i. One copy of the overview summary of the whole project, project completion report detailing site, equipment/rack layout, cabling diagram, earthing, network connectivity etc. to be submitted ITD, HO Bhubaneswar
- ii. One copy of site survey reports, including cabling ,configuration/settings details shall be submitted to each CD location
- iii. Two copies of acceptance test procedure document of all testing, installation, commissioning activities carried out including the final results to be submitted before the issue of acceptance certificate by the Bank, one to the CD location and one to the ITD.
- iv. Wherever applicable the bidder shall submit the relevant test certificate/guarantee certificate/licenses along with the supplies, installation and acceptance, as applicable.

d. Training:

- i. The Bidder shall provide the user level training for a minimum of 2 and a maximum of 4 persons identified by the Bank, at each ATM/CRM site, without any additional cost to the Bank.
- ii. The scope of the training shall cover all aspects of the operating of the Hardware/Equipment. The same shall also be incorporated in the training manual/document.
- iii. The bidder shall complete the training immediately after installation. Bidder should provide the training of the electrical arrangement of the DB board and the ATM site to the electrician of RO.
- iv. User level training includes Field level support a, troubleshooting process and end to functionality of hardware including the DB board.

e. Project Management

- i. For smooth completion of the project the bidder should identify one representative at all the Regional office locations and Bhubaneswar as a single point of contact.
- ii. The representatives nominated for the project should submit a weekly report to ITD, regarding the implementation of the project
- iii. Project completion report shall contain details of site , equipment, cabling etc
- iv. Project Completion Document should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/up gradation.
- v. All Liaison work for the successful installation of Hardware including for site preparation will have to be done by the bidder

1.6 COMPREHENSIVE ON SITE WARRANTY AND AMC:

- i. All the Products/Hardware/Equipment supplied in capex/ opex mode by the bidder shall carry minimum on-site warranty of 60 months covering total equipment from the date of acceptance.
- ii. The bidder shall provide additional 24 months onsite comprehensive AMC post the warranty period and 4 years AMC period. Warranty and AMC terms & conditions shall cover the total equipment, including spare replacements along with system software etc. procured from the bidder, 24/7 Comprehensive Onsite Maintenance support. Warranty and AMC terms shall also cover the task of configuring/re-configuring operating system, other hardware/software resources, Operating System Hardening, Loading of the other system software procured either from the bidder or any other vendor, Hard Disk Configuration, Performance tuning, Loading & configuring operating system updates, integrating with the other hardware procured by the bank and any other tasks related to Hardware & System Software Management.
- iii. Bank shall have the ownership of all the products supplied in the capex mode.
- iv. All the products supplied in the rental mode such as ACs, Isolation transformer, DB Board, earthing etc shall carry 1 years comprehensive warranty period and 4 years comprehensive AMC. The ownership of the products provided in the Opex mode would lie with the Vendor during the project life. After 5 years of time period or the duration of project whichever is less life, the ownership of all the Hardware or products would lie with the Bank.
- v. In the case of authorized/ channel partners, Warranty and AMC shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, if any required. Terms of Service Level Agreement, if any, are to be specified. Bidder should provide documentary evidence(masked) of having contract with the sub vendor/ OEMs for the support for
- vi. Besides general warranty support, critical support details should be furnished. The successful bidder shall be agreeable to enter in to Service Level Agreement with the Bank covering Warranty & AMC terms and conditions. Besides the above, the bidder shall extend the warranty terms & conditions, if any available by default or extended by OEM, with the product from OEM.
- vii. ACs, Fire extinguisher and other equipment supplied by the bidder shall carry a free comprehensive, onsite warranty and AMC as per the clause 1.6 of RFP.
- viii. This warranty of the hardware will start from the date of delivery and installation.
- ix. List of spares with prices to be submitted by Bidder valid for seven years along with Technical Bid.
- x. During the warranty/ AMC period selected bidder shall visit on his own, the ATM/CRM sites once Quaterly for preventive maintenance and support of hardware and electrical goods supplied.
- xi. During Warranty and AMC period all parts of Hardware are to be covered. The Bidders shall submit the details of parts not covered during Warranty and AMC period, along with Bid documents. During the warranty/ AMC period selected bidder shall visit the branches Quaterly for maintenance support.

- xii. The bidder warrants that the Goods supplied under the Contract are new, unused and shall have no defect arising from design, materials or workmanship.
- xiii. The bidder has to submit the confirmation as per ANNEXURE –E MANUFACTURERS' AUTHORISATION FORM for all the proposed Hardware that for the subsequent AMC the bidder is taking the AMC support from the OEMs.
- xiv. Third party warranty certificate/s should be provided to the Bank. However, the responsibility of comprehensive Warranty/AMC period lies primarily with the bidder only
- xv. The Bidder will provide a Single point of contact with whom the bank will coordinate for the warranty/AMC. The bank may log a call with the bidder by phone, fax, email ,Complaint lodging portal or any other manner the bank desires.
- xvi. Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment and necessary repairing of the Equipment) at such intervals (minimum once in a quarter) as may be necessary from time to time to ensure that the equipment is in efficient running condition so as to ensure trouble free functioning.
- xvii. All engineering changes generally adopted hereafter by the Bidder for equipment similar to that covered by this agreement, shall be made to the equipment at no cost to the Bank.
- xviii. Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- xix. The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and / of malfunction of the equipment. The bidder's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the bidder's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- xx. The bidder shall provide replacement equipment if any equipment is out of the premises for repairs.
- xxi. Bidder need to have contract with the OEMs towards the warranty and AMC support for all the hardware supplied. Copy of the contract document to be submitted once the Bidder is selected as L1. Original documents should be submitted along with PO acknowledgement. If such document is not provided, Bank may hold the payment of the concerned Hardware.

1.7 Service Level Agreement (SLA)

The Bidder shall abide to the Service Level Agreements mentioned in the RFP as below:

1.7.1 Penalty for Delay in Commissioning:

The penalty for delay period in weeks and part thereof after the time frame mentioned above will be calculated as follows.

Delivery for the above purpose is deemed to be complete only when all the items specified in the Purchase Order are completely delivered and date of delivery is the date on which the last item is delivered. If this delivery schedule is not maintained, a penalty of one half percent (0.5%) of order value, (location wise) for each week or part thereof of the delay subject to a maximum penalty not exceeding five percent (5 %) of the site wise cost (location wise) will be levied from the expiry of due date i.e. from 4 weeks (of acceptance of Purchase Order) (where road permit is not involved) / 5 weeks.

In case the provider has completed all the necessary required infrastructure but could not be commissioned due to issues attributed to bank, such delay will be exempted from the penalty calculations. The provider has to record the reasons for the delay in providing communicates 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 provider has to inform the details to ITD, Administrative Office along with copies of application to local authorities and necessary fees paid, if any, to claim exemption from penalty.

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

- a) 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 5 % of the cost of the total site implementation cost.
- b) Termination of the agreement fully or partly and claim of liquidated damages.

The penalty as above for delayed commissioning will be deducted from the payments.

Similarly, penalty as above may be deducted from the payments towards installation of ATM/CRM sites which are not commissioned within the permitted time.

Whenever locations are shifted to new premises, materials have to be shifted within a period of four weeks 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. Penalty for delayed commissioning will be levied as specified above for procurement of new ATM/CRM sites.

If the delay is beyond 8 weeks for any site, the payment of all the sites will be withheld till the commissioning is completed and the Bank reserves the right to invoke the performance guarantee submitted by the successful bidder.

1.7.2 Penalty for not meeting the SLA terms on Uptime:

1.7.2.1 Calculation of Downtime:

Meaning of Downtime:

- i) The ACs would be considered "down" when doesn't provide cooling to the ATM/CRM site or not getting turned on when input is there from the DB board or not responding to the remote or electronic fault inside the AC's exterior unit or interior unit. The downtime shall be based on the complaints reported by the branch.
- ii) The DB board is considered down when current is not available at any socket or port or electrical point or any of the MCB is not working.
- iii) The Signage would be considered "down" when Sign Board is in damaged condition or visibility of the signboard is diminished or when the Sign Board is not glowing during the night from 5PM in the

morning to 6AM in the Morning for all days of week due to any electrical fault such as timer or electric equipment.

"Percentage Downtime" shall mean the aggregate of downtime of the particular Hardware during a quarter expressed as a percentage of total available time in a quarter (actual number of days to be taken into account X 24 hours). For example, if the aggregate downtime of a Hardware works out to 18 hours during a quarter, then the percentage downtime shall be calculated as follows:

$$(18 \times 100) / (\text{No of days in quarter} \times 24) = \% \text{ of down time.}$$

The downtime will be calculated on availability of complete AC and electrical system basis and not the entire network for the purpose of implementing penal provisions.

If a hardware is shut down or is unavailable to the public during cash loading, pre-determined specific periods as announced by the Bank etc. & for reasons not attributable to the bidder, such time period of unavailability will be excluded from the denominator while calculating the downtime percentage.

"Down Time" shall mean the interval between the times of reporting of failure to the time of completion of repair. Down Time will have the exclusions detailed above.

1.7.2.2 Penalty for Downtime:

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

No	Office	City	Uptime
1	Bank's Administrative office, Head Office, Regional Office area	District Headquarters & Metros	98.5%
2	Branches/ Other locations	Tier 1&2 cities (Metro/ State Capitals/ District Headquarters)	98.5%
3	Branches/ Other locations	Tier 3 cities& Rural (Bank's Rural branches and all other locations not covered under the above classifications)	97 %

All calls logged up to 3 PM has to be attended on the same day and calls logged after 3 PM should be attended within a period as per clause 1.8 and the Table 2.28-A.

Type-A: The Complaint which are critical in nature, which stops the ATM / CRM operation or compromises the security measures of ATM/CRM site

Type B: The Complaint which doesn't stop the ATM operation, but may lead to stops of operation of ATM /CRM if not attended within short period of time.

Type-C: The complaint which is not ATM operation but affecting Brand image of the Bank.

The response and resolution time [MTTR] (Table- 2.28-A):

Description of Services	TYPE-A	Type-B	TYPE -C
Telephonic / email support	24 * 7 Support	24 * 7 Support	
Service Window -12 Hour Cycle	9 AM to 9 PM (All Days)	9 AM to 9 PM (All Days)	
Response Time	4 Hours	6 Hours	12 Hours
Resolution Time	6 Hours	8 Hours	24 Hours

The downtime will be computed from the time of ticketing of the relative fault at the vendor's Management Center or reported to the Management Center by the Bank, whichever is earlier.

Note: Spare Replacement - Bidder need to maintain sufficient spare at local level, to avoid undue delay in replacement of spare. Bank may provide maximum of 8 hours in addition to above mentioned MTTR for the replacement of spare. Penalty will be imposed after the exhaust of given service window i.e. (8 hours+ MTTR applicable).

Bidder shall ensure that the full configuration of the Equipment is available to Bank in proper working condition and ensure minimum uptime of 97%, and maximum downtime per instance for each AC, Servo stabilizer/ DB Board/Isolation Transformer or other electrical equipment should be as per Table MTTR of clause 1.7.2.2, counted by the Bank from the time the fault is reported failing which a penalty of Rs. 100/- (Rupees Two hundred only) per hour subject to a cap of Rs. 700/- per day will be deducted by the Bank for the period in excess of MTTR, from the Annual Maintenance Charges payable or Performance guarantee bond. The downtime will be computed from the time of ticketing of the relative fault at the vendor's Management Center or mail communication to SPOC of project or reported to the Management Center by the Bank, whichever is earlier.

1.7.2.3 Other Terms and Conditions:

The Successful Bidder, following the execution of the Contract, will assume total responsibility for the fault free operation of the ATM/CRM sites (excluding ATM/CRM Cash Dispenser, CCTV, Burglar Alarm and DVSS), associated application software and maintenance during the comprehensive onsite warranty period.

The following conditions shall be applicable for ensuring trouble-free maintenance:

- a) The Successful Bidder has to maintain a minimum of 98% guaranteed uptime (12 Hour Cycle) and 97% (24 Hours) for each Hardware and 98.5% guaranteed uptime for entire project deployed by the Bank. Bidder is required to enter into SERVICE LEVEL AGREEMENT (SLA) for the end user guaranteed uptime .The percentage of uptime will be calculated based on the time to repair / rectify a fault from the time the complaint is made to the time it is rectified.

Description of Services	Centers (up to 100 kms)	Rural Centers (More than 100 kms)
Telephonic / email support	24 * 7 Support	24 * 7 Support
Service Window -12 Hour Cycle	10 AM to 7 PM (All Days)	10 AM to 7 PM (All Days)
Response Time	6 Hours	10 Hours
Resolution Time	8 Hours	12 Hours
Penalty for Non –availability (Downtime)	Penalty of Rs. 100/- (Rupees One hundred only) per hour subject to a cap of Rs. 700/- per day will be deducted by the Bank for the period in excess of MTTR hours, from the Annual Maintenance Charges payable or Performance guarantee bond. The downtime will be computed from the time of ticketing of the relative fault at the vendor's Management Center or reported to the Management Center by the Bank, whichever is earlier.	

- b) The Successful Bidder shall perform comprehensive Preventive maintenance of all the Hardware including DB board, fire extinguisher and earthing once in a quarter (in coordination with MSP).

- c) Bank shall not pay any additional charges during the tenure of contract for any maintenance activity, Repairs, replacement of all spares, Connectivity equipment, electrical, consumables Spare part etc. Successful bidder shall be responsible for the complete implementation of the ATM/CRM site at the locations across the country irrespective of the location.
- d) The product/configuration offered should be available during the warranty /Extended warranty (AMC) period. Spares for the product offered should be available for at least 7 years from date of installation.
- e) In case the product/configuration offered is discontinued, then successful bidder to provide hardware or equipment of the new model (better configuration) at the pre-determined price. If the Bidder is unable to services the already installed hardware or equipment due to non said product/model is discontinued by the OEM, then the bidder should replace the old hardware or equipment with latest version of product for which spares and support services are available at no additional cost to the Bank
- f) Successful bidder to ensure supply, installation and replacements of original spare parts only (OEM) including all consumables due to any breakdowns, voltage fluctuation, earthing related, electrical fluctuations, short circuit etc or natural wear & tear or due to aging of hard wares, without any extra cost to Bank.
- g) Successful bidder is expected to take full-fledged responsibility of the ATM/CRM site (both hardware & software). Bank shall not pay any charges for fixing/replacing any spare parts/ consumables for whatsoever reason other than Vandalism, fire and natural calamities.
- h) Exclusions to Bidders liability for penalty

The following exclusions would be taken into account in computing penalty:

- A maximum of 3 hours for bimonthly Preventive Maintenance
- Vandalism
- Non-availability of access to the site.

Bidder, in all such cases, shall inform the Bank regarding the same.

1.8 BANK GUARANTEE:

- a. Within 15 (Fifteen) days (exclusive of holidays) of the date of acceptance of the Purchase Order, the Successful Bidder shall furnish a bank guarantee (for delivery) for a period of 6 months with a claim period of 12 Months from the date of expiry of guarantee for an amount equivalent to 20% of the order value in the format as per Annexure K.
- b. In case the delivery period is extended based on the conditions stipulated vide clause 1.4(d) of this RFP, successful bidder shall ensure that the guarantee expiry date is also extended correspondingly.
- c. Failure of the successful bidder to comply with the requirement as stipulated above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the earnest money deposit. In such an event the Bank will call for fresh bids and blacklist the bidder for a period of one year.
- d. Bank guarantee (for delivery) as stipulated vide point (a) above shall be released by the Bank on successful completion of delivery of entire all the Hardware ordered duly supported by documentary proof of delivery to various locations as stipulated in Purchase Order and on submission of the Bank Guarantee for performance as stipulated vide clause 1.9 (e) of the RFP.

- e) Similarly, one month prior to expiry of the guarantee (for delivery), the successful bidder shall furnish a fresh Bank Guarantee (for performance) for an initial period of 36 months for an amount equal to 10% of the order value covering the period of comprehensive on-site warranty (as per format enclosed in Annexure L) with a claim period of 12 Months from the date of expiry of guarantee. Three months prior to the expiry of the above performance Bank Guarantee the selected bidder has to submit another performance Bank guarantee of same amount for another period of 24 months validity with a claim period of 12 Months from the date of expiry of guarantee. The validity of the guarantee period shall cover the warranty and AMC expiry date of the last system supplied. This is equally applicable to additional ATM/CRM site and Hardware procured under clause 1.9 of this RFP.
- f) In case Bank decided to extend the contract period after completion of 5 years contract period then: the successful bidder shall furnish a fresh Bank Guarantee (for AMC) for initial period of 24 months for an amount equal to 10% of the AMC Amount within 1 month of date of Order or one month prior to expiry of initial Performance guarantee whichever is later.
- g) The above mentioned bank guarantees shall be issued by any scheduled commercial bank other than Odisha Gramya Bank is acceptable to us. Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank.
- h) Bank reserve its right to invoke the Bank Guarantee (for delivery) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:
 - a) Delay / non-Implementation of ATM/CRM site beyond stipulated schedule as per clause 1.4 of the RFP.
 - b) Non-submission of guarantee (for performance) as stipulated vide clause 1.9 (e) of the RFP.

1.9 ORDER OF ADDITIONAL ATM/CRM SITE:

- 1) Bank reserves its right to order for supply, implementation and maintenance additional ATM/CRM sites as per the RFP over and above the quantity mentioned in this RFP from the awardees of the contract for supply to its Head Office, Regional offices, Branches and other offices located across the Country as per the additional terms and conditions stipulated below.
- 2) The Bank may exercise this option for a period of 2 (Two) years from the date of acceptance of the purchase order at the pre-determined price. Head Office will directly place orders with the supplier.
- 3) The rates will be valid for a period of 2 (Two) Years from the date of acceptance of purchase order, if not revised earlier. The successful bidder shall supply and install the additional ATM/CRM sites (complete site including all the hardware ,equipment and others) at the pre-determined price with similar technical specifications and models specified in this RFP) at the time of release of purchase order, whichever is lower.
- 4) However, the provision of number of additional sites per year may not exceed the 50% of the total Number of sites (i.e. 50% of 50 sites = 25 sites) mentioned in the RFP.
- 5) The technical specification of all the Hardware should confirm to the technical specifications provided in this RFP or higher configuration.
- 6) Bank will have periodic review of technology. In case any of the models becomes obsolete, then Bank will consider the alternate model in consultation with the OEM. The Vendor will also provide the latest model available, if there is upward revision in the model offered, at no extra cost to Bank.
- 7) The successful bidder has to pass on the benefit of discount / reduction in prices/ Govt. duties, if any, to the Bank voluntarily during the contracted period.

- 8) Comprehensive onsite Warranty and Annual Maintenance Contract for such hardware also be as per clause 1.6 of this RFP.
- 9) Splitting of purchase order will be as per clause 1.14 of this RFP.
- 10) successful bidder shall furnish a fresh Bank Guarantee (for performance) for an initial period of 66 months for an amount equal to 10% of the order value covering the period of comprehensive on-site warranty (**as per format enclosed in Annexure L**) with a claim period of 90 Days from the date of expiry of guarantee. The validity of the guarantee period shall cover the warranty expiry date of the last system supplied. This is equally applicable to additional ATM/CRM site/Hardware/TIS ordered as under clauses of this RFP. Such guarantee shall be submitted within 30 days from the date of Purchase order for additional ATM/CRM sites or from the date of acceptance of the purchase order, whichever is earlier.
- 11) Bank, however, reserves its right to issue PO for the ATM/CRM site from any other vendor or may go for RFP also during the said period.
- 12) Bank Guarantee (for Delivery & performance) for additional ATM/CRM site will also be as per clause 1.8 of this RFP.

1.10 PAYMENT TERMS:

- a) **70%** of the Invoice value shall be made on Delivery of all the hardware stipulated in the RFP. Payment shall be released by Head Office, Bhubaneswar on submission of proof of document such as delivery challan duly counter signed by Bank official, Tax Invoice. Penalty if any shall be deducted from the amount payable as per clause 1.4 (d) of this RFP. **Payment shall be released within 45 working days from the date of submission of required documents in full.**
- b) **Remaining 30%** of the invoice value , after successful installation, configuration and operationalisation of the ATMS/ CRMs as per Bank's requirement. Payment shall be released by, on submission of proof of document such as installation cum warranty certificate. Penalty if any shall be deducted from the amount payable as per clause 1.8 of this RFP. Payment shall be released within 45 working days from the date of submission of required documents in full.

1.11 PRICES AND TAXES

- a. The quoted prices shall be exclusive of all taxes or GST etc. GST rate should be mentioned. Billing address should be Head office of Odisha Gramya Bank, Bhubaneswar. GSTIN of Odisha Gramya bank is: 21AAAJO0221H1ZW.
- b. Invoices should contain the GSTIN of Odisha Gramya Bank, GSTIN and PAN details of Vendor.
- c. The quoted prices shall be all inclusive of technical service charges, if any, for erecting, testing, configuration, installation and commissioning of ATM/CRM site at the location as specified by the Bank in the Purchase Order, charges for media, charges for packing, freight and forwarding, transit insurance and local transportation charges, Hamali charges and charges such as cost towards boarding, traveling, lodging etc.
- d. Applicable taxes like TDS, if any will be deducted from the amount payable.
- e. Prices should be furnished item-wise with break-up of unit costs as per Commercial bid in Annexure P.
- f. Bidders to quote AMC charges separately as per Commercial bid in Annexure P. The L1 bidder will have

- to match the lowest price (line item wise) quoted for AMC (in terms of percentage) by any of the technically qualified bidders whose commercial bids are opened. Bidder to quote most competitive prices for AMC.
- g. Prices should be quoted in Indian Rupees. Prices for the additional procurement will be governed by clause 1.10 of the RFP.
 - h. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
 - i. Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
 - j. The prices for the Hardware that the Bidder will supply shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.
 - k. Bids (both technical as well as commercial bid) shall be valid for a period of 90 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.
 - l. Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.
 - m. Bids without signature of authorized signatory of the bidder will be summarily rejected

1.12 EVALUATION OF BIDS AND AWARDING THE CONTRACT:

A. Evaluation of Technical Bids:

The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be prepared for opening the commercial bid submitted:

- i) Compliance of terms and conditions stipulated in Clause 1.3 of RFP duly supported by documentary evidence called for therein.
- ii) Submission of duly signed Annexure as applicable of the RFP.
- iii) Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

B. Evaluation of Commercial Bids:

Commercial bids of only the technically qualified short-listed bidders evaluated for awarding the contract.

The Bank's evaluation of the commercial bids will take into account the following factors.

- iv) Status of Compliance of terms and conditions of clauses of this RFP.
- v) Submission of Commercial Bids strictly in the format specified in Annexure-P.
- vi) Final evaluation and PO will be based on the Price bid format of Annexure-P.

C. Determination of L1 Bidder and Awarding of Contract:

Bank will determine the L1 bidder through the commercial bid submitted by the bidders:

vii) The L1 bidder will be determined based on the lowest TOTAL PRICE QUOTED for (Total cost of Ownership (TCO) under **Annexure-P**

viii) There will be no negotiation on the price. As such bidders in their own interest should quote most competitive prices. The Bank reserves the right to reject the L1 bid if it finds the same as unreasonable. Line item wise lowest price will be awarded for each spare parts of ACs and other hardware after negotiation.

The Bid should submit Eligibility and Technical Bids in one envelope and Commercial Bids in a separate sealed envelope. Both the sealed covers should be submitted in one sealed cover, super scribing the envelope with the RFP Reference number, due date, Name of the Bidder, etc.

ENVELOPE -1: Eligibility and Technical Bid

Technical Bid should be complete in all respects and contain all information asked for, except price information. The Bid Document should not contain any price information. The eligibility and technical envelope should have the following documents:

- a. Eligibility Criteria, along with all supporting required.
- b. Bid security
- c. Bid Form
- d. All annexure on Company's letter head with authorised persons signature and company seal on all pages.
- e. All supporting documents and product literature in support of Technical specifications
- f. Relevant brochures for hardware such as ACs and Fire Extinguisher
- g. Authorization letter along with Board resolution to be submitted for the person which is submitting the bid and attending the RFP processes.
- h. Integrity Bond to be submitted using legal paper of worth Rs.250 as per the Annexure W.
- i. A copy of the RFP/RFQ has to be submitted dully signed by the authorized person without any price /commercial details in the Technical bid.

All Bid Documents are to be properly filed in a box file and all pages of the bid documents should be numbered serially (1/xxx, 2/xxx (where xxx is last page number of Bid document)) and should bear the company's seal and signature/s of the authorized person/s on all pages. Documentary proof, wherever required, in terms of the RFP shall be enclosed.

The Technical Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "Accepted" and "Noted", "As given in Brochure/ Manual" is not acceptable. The Bank may treat such Bids as not adhering to the RFP guidelines and as unacceptable.

ENVELOPE-2: Commercial Bid:

The Commercial Bid as per **Annexure-P** should give all relevant price information and should not contradict the Technical Offer in any manner.

The Price Bid should be in Company letter head without any erasures or alterations.

ENVELOPE-3: Bid Cost and EMD:

All the bidders need to submit Bid cost and EMD as per the RFP in a separate envelope. Bid cost is mandatory for all the Bidders. Bank may wave EMD as per the government guidelines.

The Bid Document should be complete in all respects and contain all information asked for and indicate that all products and services asked for are considered.

Bidder's proposal should strictly conform to the Eligibility Criteria, Technical specifications and all other terms and conditions, stipulated in the RFP.

Proposals not conforming to the specifications will be treated as technically non-responsive. Bank will not entertain any correspondence on this.

If the participating bidders need any clarification on any of the aspects of the Bid Document, they can seek clarifications in advance through e-mail to atm@odishabank.in strictly as per format specified.

The Bank reserves the right to make amendments to the RFP before the last date prescribed for submission of the responses. Such clarifications, amendments to our RFP, if any, will also be hosted on our website www.odishabank.in and will form part of this RFP. Bidders are requested to take note of the same.

The Last date for submitting the Bid proposals along with Bid Security and RFP cost is **as per the schedule 1.1** of the RFP. Any Bids received after the due date and time will not be accepted.

D. Evaluation of Bids

I. Eligibility and Technical Bid evaluation

The Bank will evaluate the bid submitted by the bidders under this RFP. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

The Eligibility and Technical Bid will be opened first for Technical Evaluation in the presence of bidders who choose to be present. The eligibility bid submitted by the bidder will be evaluated against the Eligibility criteria set forth in the RFP. The bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for technical evaluation. Non-compliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of Odisha Gramya Bank would be final and binding on all the bidders to this document.

Odisha Gramya Bank may accept or reject an offer without assigning any reason what so ever.

The bidder is required to comply with the technical specifications mentioned in Annexure - G of the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of the Bank. Bank would use an internal scoring mechanism to score each of the RFP responses with appropriate apportionment of scores.

Technically responsive bidders will be finalised after evaluation of Eligibility Criteria and Technical specification.

II. Commercial Evaluation:

Only those bidders who qualify the technical evaluation will be eligible for the commercial evaluation. **Bank will finalize the L-1 bidder based on the TCO (ANNEXURE- P).**

The commercial evaluation will take into account on the following factors:

- ② Based on the correct value of the bid, the "Total Cost of Ownership" ('TCO') of commercial

bid will be calculated.

- ☐ All evaluated bids will be compared among themselves to determine the lowest evaluated Bid.
- ☐ The Bidders will be categorized as L1, L2, L3 etc on the basis of their TCO (In the ascending order, i.e. L1 being the Vendor with the lowest TCO, followed by L2 with the next lowest TCO).

The Bidder who is identified as L1 will be eligible for the award of contract. The Bank at its sole discretion may not go ahead with the award of contract the L1 bidder.

1.13 SPLITTING OF PURCHASE ORDER:

On Finalization of this RFP, for the implementation and maintenance of ATM site the below mentioned ratio will be followed

Sl. No.	BIDDER	SUPPLY RATIO (approx.)
1.	L1	70 %
2.	L2 / Next Higher responsive bidder	30%
3.	TOTAL	100%

- I. 70 % of the order value will be placed with the L1 bidder.
- II. 30 % of the order value will be placed with the L2 bidder / next higher responsive bidder, subject to L2 vendor agrees to supply and implement the ATM/CRM sites at the L1 price (Line Item wise). Letter to this effect should be submitted by the L2 bidder within 3 days (exclusive of holidays) from the date of opening of commercial Bid.
- III. If the L2 bidder is not willing to supply and implement the ATM/CRM sites at the L1 price, then their portion will be offered to the next higher responsive bidder (L3) subject to bidder agrees to supply and implement the ATM/CRM sites at the L1 price. Letter to this effect should be submitted by the bidder within 3 days (exclusive of holidays) from the date of request from the bank. Separate purchase order will be placed with the bidder.
- IV. If the L2 bidder / next higher responsive bidder(s) are not willing to supply and implement the ATM/CRM sites at the L1 price as per clause III above, then their portion will be placed with the L1 bidder. Separate purchase order will be placed with the L1 bidder.
- V. If L1 bidder backs out for any reason or the purchase order given to the L1 Bidder does not get executed in part / full, then bids will be cancelled and bank shall go for re-tender. Bank shall forfeit the EMD / Invoke bank guarantee in lieu of EMD, invoke bank guarantee for delivery and blacklist the bidder for a period of one year. However, the bidder shall continue performance of the contract for the part executed until the period of contract.
- VI. If for any reason the L2 / next higher responsive bidder backs out or the purchase order given to the L2 / next higher responsive bidder does not get executed, the Bank shall forfeit the EMD / Invoke bank guarantee in lieu of EMD, invoke bank guarantee for delivery and blacklist the bidder for a period of one year. However, the bidder shall continue performance of the contract for the part executed until the period of contract.
- VII. Bank Guarantee (for Delivery & performance) for separate purchase orders will also be as per clause 1.10 (a) and 1.10 (e) of this RFP.

For better service and implementation, Bank at its sole discretion reserves a right to allocate 30% of the requirement to L2 bidder if the L2 bidder is agreeable to match the prices finalized by the Bank with the L1 bidder.

Note: Bank reserves the right to reject this invitation to offer in part or in full, or cancel the entire procurement process at any stage without assigning any reason.

1.14 Merger and Amalgamation

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent.
- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP.
- On the Bank' request, the Bank and the System Integrator shall prepare and implement an integration plan to integrate the technology services of the acquired entity with that of the relevant Bank.
- In case of Amalgamation / Merger of bank, OGB, by written notice sent to Bidder, may terminate the RFP/contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the RFP/contract is terminated and the date upon which such termination become effective. OGB will release any payment applicable till date of termination for services taken, but will not release any payment request raised by vendor for termination for amalgamation or merger of bank as per instruction of GOI.
- OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract

2. GENERAL TERMS & CONDITIONS:

2.1. SUBMISSION OF BIDS:

2.1.1. SUBMISSION OF BIDS THROUGH MANUAL TENDERING:

Bidders satisfying the Project Specific terms and conditions and General terms and conditions specified in this RFP and ready to provide the said, TIS Materials, AC, Stabilizer, Fire extinguishers, and other hardware etc in conformity with Technical Specification and models stipulated in Annexure-C, may submit their bid on or before the time line stipulated vide clause 1.1 of the RFP.

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

Bids submitted by any other means other than bid submission in Manual Tendering will not be accepted by the Bank

2.1.2. SUBMISSION OF DOCUMENTS:

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

- 1) Demand Draft issued from any nationalized bank for—(non-refundable) towards cost of Bid and Documentation.
- 2) Bank guarantee in lieu of EMD should be submitted with validity of 6 Months and claim period of 45 Days.
- 3) Acknowledgment issued by Manual Tendering system for having received the bid through Manual Tendering system.

In case the above documents are not submitted on or before the schedule mentioned in clause 1.1 of the RFP, the bid will be rejected.

The above documents in a sealed cover should be put in the tender box kept in the ATM Division of Information Technology Department of the Bank's Head Office, Bhubaneswar on or before the date and time mentioned in the Schedule for bidding process given in clause 1.1 of this RFP or they may be handed over to any one of the officers of the Bank's Information Technology Department, Head Office, Bhubaneswar mentioned in clause 1.1 of the RFP.

2.2. BID OPENING PROCESS:

The Bank will follow a two-stage bid opening process through Manual Tendering system. The stages are:

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

In the first stage, the technical bids submitted in Bank's Manual Tendering website shall be opened in the presence of available authorized representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1.1 of this RFP. The evaluation and short listing criteria shall be based on the criteria set out in clause 1.12 (a) of this RFP.

In the second stage, commercial bid submitted in the Bank's Manual Tendering website by the short-listed bidders shall be opened / processed. The time, date and place of opening the commercial bid shall be advised to the technically qualified bidders individually either by email, fax or by letter.

The evaluation of commercial bid be based on the criteria set out in Clause 1.12(b) of this RFP and selection of L1 bidder shall be based on the criteria set out in clause 1.12(c) of this RFP. Splitting of purchase order (supply ratio) shall be based on the criteria set out in clause 1.13 of the RFP.

2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT / BANK GUARANTEE IN LIEU OF EMD:

The bid should also be accompanied by Earnest Money deposit / Bank Guarantee in lieu of EMD(refundable) of **Rs.5,00,000/-**(Rupees Five Lakhs Only) and cost of bid document (non-refundable) for **Rs.10,000/- (Rupees Ten Thousand Only)+ GST** only by way of a Demand Draft for the amount in favor of Odisha Gramya Bank, payable in Bhubaneswar.

In Case the EMD is submitted in the form of Bank Guarantee the same should be valid for minimum period of 6 months with a claim period of 12 Months from the date of expiry of guarantee from the last date for submission of bids. The format for submission of EMD in the form of Bank Guarantee is as per Annexure N of this RFP.

This earnest money / Bank Guarantee in lieu of EMD will be refunded to the disqualified bidder along with notice of disqualification, to unsuccessful bidders on determination of L1 bidder and to the successful bidder on receipt of the Bank guarantee as per clause 1.8 (a) of this RFP. Bids received without the Demand Draft/ Bank Guarantee in lieu of EMD mentioned above will be rejected.

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

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

Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be posted in the Bank's website and no separate communication will be sent to individual bidders.

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

If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and maintenance of the entire system, must declare that they possess the requisite permission / license for the equipment / software.

2.6. LIABILITIES OF THE BANK:

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

2.7. OWNERSHIP:

The RFP and all supporting documentation / templates are the sole property of the Bank and violation of this will be breach of trust and the Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by the bidders shall become property of the Bank.

2.8. FURNISHING OF INFORMATION

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

2.9. FORMAT AND SIGNING OF BIDS

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

2.10. AUTHENTICATION OF ERASURES / OVERWRITING ETC.

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

2.11. AMENDMENTS TO RFP TERMS AND CONDITIONS:

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

2.12. OTHER CONDITIONS:

Wherever a particular brand is not specified for the peripheral items / accessories, the quote for such products should be for major brands acceptable to the Bank. Bidders should indicate the brand names of such peripheral items in the "Technical detail form as per format given in Annexure II". Bank reserves its right to reject any brand and the bidders should supply the brand acceptable to the Bank at the same cost as quoted in the commercial bid.

2.13. CLARIFICATION

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

2.14. ERRORS AND THEIR RECTIFICATION

Arithmetical errors will be rectified on the following basis:

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

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

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

2.16. CONTACTING THE BANK

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

2.17. ACCEPTANCE OF CONTRACT.

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

2.18. FORMATION OF CONTRACT.

The notification of award in the form of a Purchase Order or Letter and acceptance thereof by the bidder will constitute the formation of the Contract.

2.19. ASSIGNMENT

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

2.20. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

2.21. PACKING

The Successful Bidder shall provide such packing of the Hardware or equipment as is required to prevent their damage or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

2.22. INSURANCE

The Goods supplied under the contract shall be fully insured any loss or damage incidental due to transportation, storage and erection. The transit insurance shall be for an amount equal to 110% of the invoice value of the Goods from "Warehouse to Destination" on All Risk basis including "War Risks & Strikes". The supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till the date of delivery. Any

damage happen to the system due to non-availability of Storage Cum Erection Policy, the supplier has to bear the losses. Bidder has to submit a copy of the insurance policy so that the Bank may get a new insurance cover after stipulated period.

2.23. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part:

- a) if the Bidder fails to deliver any or all of the Hardware or equipment within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank pursuant to clause 1.4(d) or
- b) if the Bidder fails to perform any other obligations(s) under the Contract.

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

2.24. TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

2.25. FORCE MAJEURE

Notwithstanding the provisions of clauses 2.23 to 2.24 the Bidder shall not be liable for penalty or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

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

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

2.26. TRAINING / INCIDENTAL SERVICES

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

- a) Performance or supervision of on-site assembly and /or start-up of the supplied Goods;
- b) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- c) Successful Bidder to provide onsite training along with training manual to officials of the Bank at each site besides training to the admin team at Bank's Head Office consisting of minimum 2 officials of Information Technology Department / IT Department for 2 working days. Bidder need to provide training and Hands-on to the Branch officials 3 times as per schedule of the local Branch manager.
- d) Successful Bidder shall also provide operational onsite training to officers of Bank at each site and at Branches including safe lock password change, viewing/ retrieval of images from DVSS system etc. The training should cover features of hardware, communication devices, security devices interfaces, and admin job etc. including hands exercises.
- e) Successful Bidder shall also provide additional user /administrative training, if required by the bank, without any additional cost to the bank.

2.27 COPY RIGHT/LICENCE VIOLATION

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

2.28. RESPONSIBILTY FOR FAULT FREE OPERATION

The Successful Bidder, following the execution of the Contract, will assume total responsibility for the fault free implementation, support and maintenance of the ATM/CRM sites, during the comprehensive onsite warranty period as per the clause No 1.5, 1.6 and 1.7 of this RFP.

2.29. HELPDESK & INCIDENT MANAGEMENT:

- a) Centralized Helpdesk with multiple communication lines as single point of contact for all the Hardware or any other related issues. Proactive problem resolutions round-the-clock and remote support to field operatives and Branches. Bidder need to provide one portal for lodging new complaint and monitoring the complaints already lodged.
- b) The system should drive an automatic process (fault diagnosis, fault segregation, fault ticket generation, assigning owner to the ticket, and call to action, dispatches, progress monitoring, escalation and call closure) to record any type of fault without manual intervention.
- c) The Bidder should provide a dedicated help desk support that function as the single point of contact for end-to-end resolution for Hardware such as AC, DB board and electrical equipment, Stabilizer, Timer, Isolation Transformer, automated on-line real-time fault detection & trouble ticketing.
- d) The Bidder should coordinate with AC and other equipment vendor/OEM for all the activities under the scope of work of this RFP.
- e) The Bidder's Incident Management Services should also manage the coordination and follow up till

resolution of incidents that require both single and multiple third parties.

- f) The Bidder shall provide ACs, Isolation Transformer, Stabiliser and other hardware Uptime/ downtime / SLA report within 24 hrs as desired by Bank as and when required.
- g) Detailed analysis report on performance, uptime and availability of Hardware to Bank, ATM/CRM wise /Region wise/center wise etc on monthly basis and/or as and when required.
- i) Monthly Reports on the Bidder's performance on call logging, call forwarding to the Third Party Vendor and escalations if required.
- j) Long pending issues and exceptional cases shall be reported in a separate format on daily basis and on weekly basis as the case may be

2.30. HAND HOLDING SUPPORT:

Successful Bidder shall provide one resource for each ATM/CRM site at the place of deployment during the installation and GoLive to provide hand-holding to the officials of the branch and to the customers of the Bank. Responsibilities of the resource would include helping officials of the branch to carry out day-to day activities like cash reconciliation, trouble shooting, and CBR data preparation besides motivating customers to use hardware assist customers to carry out transactions. Resource selection should be the responsibility of the bidder. Bidder should thoroughly verify the credentials of the resource before scheduling to bank branches. Successful Bidder to share the personal details such as Name /Address/Contact details prior to the deployment of resources. The scheduled support should carry employment details along with during the visit.

2.31. LIQUIDATED DAMAGES (PENALTY):

Liquidated damages in the form penalty will be collected as defined in clause 1.4 of this RFP. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the penalty, if any, accruing to the Bank, as above, from any amount payable to the Successful Bidder either as per this contract, executed between the parties or under any other agreement / contract, the Bank may have executed / shall be executing with the Successful Bidder.

2.32 LIMITATION OF LIABILITY:

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

2.33. COMPLIANCE TO LABOUR ACT:

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

2.34. OTHER TERMS AND CONDITIONS

- i) The Bank shall have the right to withhold any payment due, to the SB (Selected Bidder), in case of delays or defaults on the part of the SB. Such withholding of payment shall not amount to a default on the part of the Bank.

- ii) SB shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- iii) SB shall be responsible for managing the activities of its personnel and will be accountable for both. SB shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.
- iv) SB shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by SB and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.
- v) The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- vi) SB shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc if any. SB shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc associated in execution of the work awarded under this RFP, to work in the specified area and they should not move around at other places of premises without any specific reason.
- vii) SB or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank's premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.
- viii) SB and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.
- ix) SB shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- x) It is well defined and understood that the labour or any employee or technical resources of the SB will have

no right for claim of employment on the Bank.

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

2.35. RESOLUTION OF DISPUTES

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

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

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



ANNEXURE- A [OFFER COVERING LETTER]**DATE:**

**The General Manager,
Information Technology Department,
Odisha Gramya Bank,
Head Office,
Gandamunda
BHUBANESWAR – 751030.**

Dear Sir,

Sub: Your RFP No. RFP OGB/ITD/ATM/TIS/015/2019-20 dated 24-01-2020 FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF ATM/CRM SITES:

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

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

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

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

Description	Amount in INR	DD / BC NUMBER	DATE OF THE DD	Name of issuing Bank & Branch
Cost of Bid Document	10,000/-+GST			
EMD/ Bank guarantee Amount	5,00,000/-			

**Authorized Signatory
Place:**

Name and Designation**Office Seal****Date:****ANNEXURE-B [BID FORM]**

Ref No.....

Place:

Date:.....2020

The General Manager

IT Department

Odisha Gramya Bank, Head Office,
Gandamunda, Bhubaneswar-751030

Dear Sir,

Having examined the 'Request for Proposal RFP No: OGB/ITD/ATM/TIS/015/2019-20 dated: 24-01-2020 , the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install, commission and maintenance of the items mentioned in the schedule of requirements for your Branches/ Offices in conformity with the said RFP at the prices to be offered in the commercial bid and is made part of this Bid.

We undertake, if our Bid is accepted, to deliver the Goods in accordance with the Delivery Schedule specified.

If our Bid is accepted, we will obtain the Guarantee from a Bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that our prices are valid for a period of minimum one year from the date of acceptance of Purchase order.

We further confirm that,

Until the Purchase Order is accepted, 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 namely

"Prevention of Corruption Act, 1988". Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

Name & address of agent Amount & currency Purpose of commission or gratuity **(If none, state none)**

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of 2019

(Signature) (In the capacity of) Duly authorized to sign Bid for & on behalf of (Name & Address of the Bidder)

ANNEXURE- C [Price Schedule of Hardware, equipment and TIS]

Price Schedule Annexure-C [Part-1]- Table-A

SI No	Item Description(A)	Qty (B)	Price/Site with 1 year warranty (C)	AMC 2nd Year (D)	AMC 3rd Year (e)	AMC 4th Year (f)	AMC 5th Year(g)	Total cost(h)= (b+c+d+e+f+g)
1	Complete Site Preparation work which includes all the civil work including Paneling, ceiling etc.	50						
2	Fire Extinguishers As per Annexure- G	50						
3	5 KVA servo Stabilizer with input voltage range of 90V and output of 230V.	50						
4	5 KVA servo Stabilizer with input voltage range of 140V and output of 230V.	50						
5	5 KVA servo Stabilizer with input voltage range of 50V and output of 230V.	50						
Total Cost								

Price Schedule Annexure-C [Part-1]- Table-B						
SI No	Item Description	Qty[A]	Unit Cost/Quarter [B]	Cost/Quarter [C=BxA]	Total Cost/Year [D=Cx4]	Total Cost- 5 years[Dx5=E]
1	Including Isolation Transformer as per Annexure-G.	50				
2	All electrical items including DB board as per Annexure-G.	50 SET				
3	2 Air Conditioners (i.e. 1 set) of 1 Tonne capacity- for each location as per Annexure- G	50 SET				
4	1 Chemical Earthing and 1 Lightening arrester (i.e. 1 set) as per Annexure-G	50 set				
5	2 analog timers (1 set). One for AC and other should be for Signage and Lollypop as per RFP as per Annexure-G.	50 set				

Notes:

- The Price Schedule mentioned here is as per the technical details mentioned in Annexure G.
- Arithmetical errors, if any, in the price breakup format will be rectified as under:
 - If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
 - If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.

- ☐ If the bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- ☐ Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.
- ☐ Bank may order the selected bidder for the Shifting or repair of the TIS part including AC, Sign Board and other equipment excluding CD of existing site (old ATM site provided by other Vendors) as per the price list decided by this RFP.

Bank reserves the right to calculate TCO for evaluation of commercial bid (Annexure-P) using any formula recommended by regulatory/supervisory authorities and L1 (Lowest Evaluated Bidder) status is determined based on this calculation.

Place.

AUTHORISED SIGNATORY

Date:

Name:

Designation:

Price Schedule Annexure-C [Part-2]					
	LIST OF ITEMS REQUIRED FOR INFRASTRUCTURE CREATION OF PROPOSAED ATM SITE FOR ODISHA GRAMYA BANK				
Sl	Element	Qty	Rate	Per/unit	Amount
A.	TILES and FLOORING				
1	Providing and fixing flooring with vitrified tiles joint –free of minimum 9 mm thickness, size 24"x24", 4" skirting all fixed in 1:5 cement mortar, complete with cutting and filing joints with white cement. Make of tiles Johson/Bell/Euro/ Asian/ Nitco/Naveen/Somani or equivalent. Ivory/shade or as specified by the bank.	70.00		S. ft	
2	PCC- Providing and laying plain cement concrete of 4" thickness 1:3:6 (1 cement,3 sand and 6 graded stone aggregate 40mm) including curing.	70		S. ft	
3	Providing & fixing 20 mm thick polished granite for treads with Bull nosing & 3 nos. of grooves in cement mortar 1:5 including filling the joints with nearest matching color cement. For steps, Risers, external areas/exterior surfaces of walls with grooves. The color should be Lavender Blue / Black / Jet Black or any colour as per the workorder of Bank.	30		S. ft	
B	WALL PANNELING,BRICK WORK, LINTEL, SOFFIT AND PARTITIONS				
1	Providing and fixing in position aluminum composite panel (ACP) with framing of aluminum tube sections of min 1.5"x1" and of 18 gauge @ 2'-0" C/C both ways. ACP to be in 2' width panels or distributed equally. Panels to be fixed to the frame with 3 M mirror or equivalent adhesive and screw. Joints to be finished with silicon based sealant. ACP thickness of 3 mm minimum. Aluminum foils thickness to be min 0.20 mm on both sides. Alubond, Eurobond, Fujibond, Alcobond or equivalent ISO certified or approved brands to be used. Additional sections to be provided to fix the Indoor AC Units. Both the AC units to be installed near the machine area at the highest position.	180		S.ft	

2	Partition To be made for keeping UPS along with batteries, IT, Servo stabilizers, V-sat, IDU and DB panel etc. Providing & Fixing in positional aluminum composite panel (ACP) with framing of aluminum tube sections of min 1.5"x1" and 18 gauge @2'-0" c/c both ways. ACP to be in 2' width panels or distributed equally. The panels to be fixed to the frame with 3 M or equivalent adhesive and mirror screws. Joints to be finished with silicon based sealant. ACP thickness of 3 mm minimum. Aluminum foil thickness to be 0.20 mm. ACP only on the ATM side with thickness of 3mm minimum. Alubond, Alex, Eurobond, Fujibond, Alcobond or equivalent approved brands to be used. Shades to be as per bank's approval. ACP door 2'-0" x 6'-6" made of aluminum frame with arrangement of mortis key lock of Godrej, link key hole to be finished with key hole screw back side of partition to be finished with 6 mm thick ISI mark commercial ply with 2 coat enamel paint after preparing surface with primer coat. Partition to be made up to false ceiling height only and main aluminum members to be fixed up to ceiling height or back side wall for proper support at the c/c distance of 4'-0" For back room, an ordinary battery stand shall be provided for keeping.	60		Sqft.	
3	Providing and Fixing 6" powder coated aluminum louvers of approved color in partition over flush door height in center minimum 4'-0" long and 0'-6" height for ventilation of hot heat from back room to outside and cooled AC air inside the back room.	1		Nos	
4	Flush Door (As per the requirement) for back room (ACP thickness of 3 mm minimum of partition along with L- drop lock and handle on the inside (This is for locations where partition is created for guard) .	1		Nos	
5	Shelf in back room - 3'-0"x1'-6" with ACP sheet on frame of 1" x 1.5" aluminum section all three sides or in centre flush into the wall for keeping router and other critical equipments	1		No	
C	FALSE CEILING (600mm x 600 mm GI metal sheet)				
1	False ceiling GI Tiles metal sheet plain (Armstrong or Interarch or equivalent) of size 600mm x 600 mm non-perforated made out of 0.5 mm galvanized steel non - perforated with powder coated finish. GI Sections for grid suspension system. Cut-outs to be made for accommodating lighting fixtures. To be done in customer lobby and back room.	70.00		S. ft	
2	providing Cutouts for light fixtures	4		Nos	
D	MAIN ENTRANCE				
1	Providing and fixing 8 mm thick glazed entrance door with powder coated standard medium gauge aluminum 85-100 mm wide top and bottom frame anti-shatter film, floor spring of reputed make, Lock of reputed make, Customized handle, Necessary etching only on the middle portion of the glass etc. Etching on all area of the middle portion with transparency of the letters "Odisha GramyaBank" and "ATM/CD" in the drawings. No etching on top and bottom areas. Handle 2 nos. 1 inch dia and 1ft 6 inch long. devoid of any drilling on glass and will be provided on two sides. Glass specified is Saint Gobain or Modi float or equivalent make	24		S. ft	
2	Providing and fixing 8 mm thick clear glass with powder coated of appx. 85 mm wide aluminum frame. Glass to be laminated with clear anti-shatter film on one side with necessary etching on glass.	30		S. ft	
E	Display Unit and Notice Board				
1	Providing & fixing soft board with 9mm th. Ply back & fabric not less than 180 per mtr. With two molding	1		Nos	

3.1	Providing & fixing reputed brand Glow sign board made out of high quality flex cloth & translucent Vinyl, including necessary light fittings inside the board (tube lights of Philips or equivalent make) Board should be strictly as per Bank's specification with 5 years warranty from the Principal . However, the bidder is responsible for enforcing the warranty when required. The warranty certificate/s available from the principal shall be made available to the Bank.	30		S.ft	
3.2	As above except the size to be approximately 2'x2'.6" – location to be determined as per site construction. Sign Board will be fixed to the wall perpendicular to the Main Sign Board or with pole separately, as per location of CD for better visibility.	5.6		S.ft	
F	Shutter and Shutter Boxing				
1	Providing & Fixing in position Aluminium composite panel (ACP) with framing of aluminum tube sections of min 1.5"x1" and 18 gauge/ 20 gauge everwhere @ 2'-0" c/c both ways. Mirror screws to be used. Joints to be finished with silicon based sealant . ACP thickness of 3 mm minimum. Aluminum foil thickness to be minimum 0.20mm 2'-0" c/c both ways. ACP to be distributed equally. Alubond, Alex, Eurobond , Fujibond , Alcobond or equivalent ISO certified brands to be used. Shades to be as per bank's approval. Trap door will be 12mm BWP (boiling water proof) ISI Make phenol bonded 303 ply finished with ACP. Front side cladding with vertical trapdoor to hide shutter guide rail and access lock pillar will be also finished on 12 mm 303 BWP(ISI Mark phenol bonded) ply board.	60		S. ft	
2	Front Cladding: Providing and fixing ACP with framing of Aluminium tubes sections of min 1.5"x1" and 18 gauge/ 20 gauge everwhere @ 2'-0" c/c both ways. Mirror screws to be used. Joints to be finished with silicon based sealant . ACP thickness of 3 mm minimum. Aluminum foil thickness to be minimum 0.20mm 2'-0" c/c both ways. ACP to be distributed equally. Alubond, Alex, Eurobond , Fujibond , Alcobond or equivalent ISO certified brands to be used. Shades to be as per bank's approval	24		Sq. ft.	
2	Providing & fixing MS Stands for A.C exterior unit fixed to walls, painted with enamel paint	2		Nos	
3	Providing and fixing caging to the external AC units as applicable. AC-GUARD or A/C out door unit Security Cage Kit with Top Bar and Lock set. Angles and supporting bars (minimum of 4mm) must be of solid iron. Provision must be there for grouting or ballasting the cage. Provision should be there for maintenance work. This is a stand appropriately protect the outdoor unit of the AC, it consists of bracket, platform and cage of 4"x4" inch gap. The Caging is optional item. Bank may use as per the requirement, from site to site.	2		Nos	
G	OPTIONAL ITEMS				
1	Demolition of existing floor tiles, chipping of stone flooring including disposal of rubbish. Rate includes demolition of any type of RCC item.	50		S. ft	
2	Demolition of existing half brick walls including disposal of rubbish. Rate includes demolition of any type of RCC item.	50		S. ft	
3	To elevate internal floor level, to match exterior floor level, where ever required by sand, brick and stone and stone blast (per cubic feet).	50		S. ft	

4	Providing and constructing approximately 9" thick brick wall in plumb and line, in cement mortar 1:4 including raking with cement plaster 12 mm thick in cement mortar 1:4 on both the sides and curing complete. Plaster to be rough finished. (only for partition purpose no load bearing type)	20		S. ft	
5	12 mm thick cement plaster in cement mortar 1:4 including curing in line and level, assuming only one wall construction, subject to site specifications.	20		S. ft	
6	Providing and applying plaster of Paris punning of average thickness 5 mm on plastered wall surfaces in line and level considering only in back room.	20		S. ft	
7	Providing and applying cement based external paint for wall make Apex ultima to be applied on exterior walls with proper queering.	50		S. ft	
8	Providing and applying 3 coats of approved make quality and shade enamel paint including scraping and leveling the surface to the satisfaction of engineer / incharge. Approved quality best primer coat . complete including scaffolding required if any. To be applied at any metal or wooden surface e.g. rolling shutter.	50		S. ft	
9	Providing and fixing chequered paving tiles in cement mortar 1:5 in line and level			S. ft	
10	4 core-10 sq mm copper cable of ISI make to be laid and buried under soil in conduit or to laid on wall with proper saddling and clamping	10		meter	
11	Power point wring with earth using 2.5 sq mm PVC copper Multistrand flexible wire all pulled through concealed PVC conduit inclusive of 5/15 A switch, socket, back box, plat (AC/ ATM / UPS i / p & o / p / , telephone and router, extra 1 Nos.)	1		set	
12	P/F rolling shutter of 20 gauge MS sheet, including floor locks, guide rail, first quality enamel paint colour (minimum 2 coats) complete in all respects.	1		set	
13	Data cabling with CAT 5E cable with conduiting	5		meter	
14	Providing and fixing of 25 mm dia PVC 2mm thick conduit of ISI make with saddling complete for connectivity.	1		feet	

Price Schedule Annexure-C [Part-3]

SI No	Item Description(A)	Qty	Rate	Per/unit	Amount
A	For Air conditioning works				
1	Providing & fixing 2 Wall Split ACs of reputed make with STAR-3 BEE Star Label rated 100% standby unit and of 1 ton capacity; analog timer unit to be provided for alternate peration of the two A.C units thus provided. Copper, drain pipe length not exceeding to 5 Mtr. including internal/external 3 KVA servo Voltage stabilizer as per the requirements	0.00		Set	0.00
2	Timer provided for AC and signage should be analog and it should not get reset automatically. In case timer get reset automatically, Bidder need to replace the timer free of cost. Analog timer is preferable	0.00		Rmt	0.00

3	Copper Piping standard is 5 meters. Copper cabling > 5 Mtrs is on chargeable basis for AC installation at mutually agreed rates.	0.00		Rmt	0.00
4	Extra AC copper piping (More than 5mtr)	0.00		Rmt	0.00
5	Extra AC drain piping (More than 5mtr)	0.00		/Mt.	
6	Extra AC Power Cable (More than 5mtr)	0.00		/mt	
B	Fire Extinguisher				
1	Fire Extinguisher – Hand held 2 Kg Portable Co2 Fire Extinguisher				
2	ABC type of Fire extinguisher should be provided				
C	STABILSER				
1	5KVA Servo stabiliser with input Voltage of 90 Volt and Out put voltage of 230 V				
2	5KVA Servo stabiliser with input Voltage of 140 Volt and Out put voltage of 230 V				
3	5KVA Servo stabilizer with input voltage of 50 Volt and output voltage of 230 V				

Price Schedule Annexure-C [Part-4]

Sl No	Item Description(A)	Qty	Rate	Per/unit	Amount
A.	MANDATORY ITEMS - ELECTRICAL				
I.					

1	<p>1 Providing and fixing a modular Distribution box comprising of Enclosure of approximate dimensions 600x665x100 mm comprising of</p> <ul style="list-style-type: none"> * 4 pole ELCB 300 MA – 1 no * 7 nos. Single Pole MCBs to control * 8 nos. UPS power sockets * light through backup power (4nos) * UPS power to CD * 2 nos. Raw power sockets * Digital timer 2 nos. General Lighting and Stabilizer output ,AC • Double pole MCB – 2 Nos. for input to UPS DB and input for stabilizer. • Triple pole MCB –01 no. for input to Power DB • Provision to be made for 2 nos. timer switches (1 no for AC and 1 no or signage) • Air conditioner timer will be charged extra under the item as applicable • Providing and installing Digital timer for signage • Three way connector- 5 nos. (2 no for general lighting, 1no for emergency light 1 no for signage and 1 no for UPS power to CD) • Power points – 12 nos. (2nos for CD, 2 nos. for NIU, 1 no each for 1 monitor, camera, text interface, card access, and 4 nos. spare power points). • Smoke detection system with hoote 	1.00		unit(Set)	0.00
2	Supply & fixing 2 no 25 A DP MCB in MS box & necessary interconnections	0.00		set	0.00
3	Supplying & fixing sub mains using 4 nos. of 6 sq mm & 1 run of 4 sq mm copper wires in 2 mm thickPVC pipe / casing & capping	0.00		Mtr.	0.00
4	Supplying & fixing UPS input circuit using 2 runs of 6 sq mm & one run of 4 sq mm copper circuit in PVC casing & capping / 2 mm thickPVC pipe	5.00		Mtr.	0.00
5	Supplying & fixing AC power circuit using 2 runs of 4 sq mm & one run of 2.5 sq mm copper circuit in PVC casing & capping / 2 mm thick PVC pipe	8.00		Mtr.	0.00
6	Supplying & fixing 20 A industrial plug & socket with 25 A MCB in metal box enclosures	4.00		set	0.00
7	Supplying & fixing 30 A industrial plug & socket with 32 A DP MCB with necessary connections	0.00		set	0.00
8	Supplying & fixing 6 A Universal socket switch modular type with back box	2.00		set	0.00
9	Providing light point wiring controlled by 6 A modular switch controlled by 6A modular switch using 3 runs of 1.5 sq mm copper wires in PVC casing & capping / 2 mm thick PVC pipe	4.00		No	0.00

10	Supplying & wiring 2 runs of 2.5 sq mm & one run of 1.5 sq mm copper wires in PVC casing & capping / 2 mm thick PVC pipe	8.00		Mtr.	0.00
11	Based on earthing electrode with inbuilt copper strip/Gel/GAF based. Should have resistance <1 Ohm and should be <2V between neutral and earth. Suitable electrode be used as per the site requirements. Earth enhanced compound powder (Gel) with hardener to be provided minimum 20Kg per site/ Back Fill / Site Filled compound (BFC/BSC)-100 Kg. Earthing warranty for 3 years. The electrode should be minimum 60mm dia and 2 meter length. Dedicated earthing for ATM.	1.00		L/S	0.00
	For UPS , CD and Lightening arrestor to be located as per site location Providing & wiring with 8 SWG Copper wire in PVC conduit for VSAT Disc	1		Unit	
	Providing & fixing of reputed make, 12" x 12" mirror optic fixtures with white diffusers Total:4	4		Nos	
	Providing & fixing daylight type lights for the above fixtures(2Tube lights/Unit)	1		Unit	
	Providing & fixing Philips / wipro or equivalent 2' 0" x 2' 0" mirror optic fixtures with white diffusers	2		Units	
	Philips or equivalent swivel semi-recessed ceiling mounted spotlight (white round) wipro, Philips or equivalent	4		Units	
	Providing & fixing 2" Patti tube light fitting with tube light	1		Unit	
	Providing & fixing 1 x 11 w CFL mirror optic fixture	1		Unit	
12	Providing Telephone point / jack RJ 11 (Mk, Crabtree or equivalent) for logic type board	0.00		each	0.00
13	Providing and laying 8 pair telephone cabling in 20 mm dia PVC conduits (Delton / Johnson / Finolex or equivalent) from junction to sockets	2.00		each	0.00
14	Isolation Transformer of latest advanced specification should be given.	2.00		each	0.00
15	Main cabling from Meter to CD site 6 mm square per meter.	5.00		R. Ft	0.00
TOTAL MANDATORY ITEMS - ELECTRICAL					0.00
B.	OPTIONAL ITEMS - ELECTRICAL				
1	5 KVA servo Stablizer with minimum input range of 90V and out put of 230v	1.00		No	0.00
2	5 KVA servo Stablizer with minimum input range of 140V and out put of 230v	1			
3	5 KVA servo Stablizer with minimum input range of 50V and out put of 230v				

4	Main Cabling from ATM/CRM site 10 mm square per meter Approved makes Wire – Finolex or equivalent Switches - MK, Havells, Crabtree,Anchor Roma or equivalent Distribution board - MDS, Indo Asian or equivalent Fixtures - Wipro, Philips, Crompton or equivalent	5.00		R/Feet	0.00
5	Deinstallation and Installation of DB Box and other Electrical Fixture from exiting ATM/CRM Site to New Proposed Site	1.00		Lum Sum	0.00
TOTAL OPTIONAL ITEMS - ELECTRICAL					

Price Schedule Annexure-C [Part-5/5]

SI No	Item Description(A)	Qty	Rate
A	Spare parts of AC indoor Unit		
1	Front Grille Guard		
2	Grille Guard Clip		
3	Grille Guard Face Panel		
4	Small Handle		
5	Outdoor unit Fan Blade		
6	Outdoor unit Motor		
7	Motor Support		
8	Outdoor unit Base		
9	Air conditioner Compressor		
10	Partition Board		
11	Air conditioner Condenser		
12	Outdoor unit Top Panel		
13	Outdoor unit Back Net		
14	Electric Installation Board Assembly		
15	Outdoor unit Large Handle		
16	Outdoor unit Right Panel		
17	Low-Pressure Valve		
18	High-Pressure Valve		
19	Valve Installation Panel		
B	Spare parts of AC exterior Unit		
20	Base		
21	Cross Flow Fan Axletree		
22	Cross Flow Fan		
23	Cross Flow Fan Fixed Plate		
24	Electric Heater		
25	Evaporator Assembly		
26	Room Temperature Sonde Frame		
27	Louver		
28	Outlet Part		
29	Screw Cover		
30	Middle Frame		
31	Filtering Net		
32	Face Plate		
33	Step Motor		
34	Armor Tubing		
35	Plate		
36	Motor Cabinet		
37	Motor Platen		

38	Motor		
39	Electric Box Small Cover plate		
40	Electric Box Cover		
41	Electric Control Plate		
42	Electric Box		
43	Press Tube Plate		
44	Wall-Mounting Frame		
45	Remote Controller		

NOTE:

1. The optional rates in site civil works will be considered for evaluation but for items where rate only and "optional" are mentioned the bidder must quote realistic rates and for these items rate analysis will be required if they are to be incorporated and these rates will be further reviewed with our architect/compared with our existing rates to arrive at an acceptable rate, which is binding on the bidder.
2. For the items in ANNEXURE- C (Part 5/ 5) - The price of each item will be compared and the lowest price among all the bids will be chosen. The L1 bidder is required to match the lowest quote offered by any bidder line item wise.
3. **The Optional items will also be a part of the TCO.** The Bidder is required to fill in the total of the optional items .Annexure C purely a price schedule of each line items. The L1 selection will be purely on the basis of the commercial Bid format mentioned in Annexure –P.
4. Implementation manual, Site preparation services and sketches of CD site for a standard size of 10 x 10 sq ft. will be supplied along with RFP copy.
5. For evaluation purpose Code no of electrical items of Wipro are given. Electrical fittings of Philips Compton Greaves with equivalent code nos. can also be quoted. However final confirmation is subject to approval of Bank. Light fittings for Poster frames will also be with these equivalent code Nos. only
6. Lighting arrangement inside the CD room should be arranged in such a way that face of the person operating the CD should be captured clearly. Bank is agreeable for suitable design changes in the CD room for incorporating the changes required for this purpose
7. The L1 bidder is required to match the lowest quote offered by any bidder for the Optional items mentioned in Annexure- C (part 2 to part 5) Total Cost of Site Preparation optional Line Items.

Place.

Date:

AUTHORISED SIGNATORY

Name:

Designation

ANNEXURE- D-[ELIGIBILITY CRITERIA-DECLARATION]

**The General Manager
Odisha Gramya Bank
IT Department,
Gandamunda , Khandagiri
Bhubaneswar – 751030**

**SUB: RFP No. OGB/ITD/ATM/TIS/015/2019-20 dated 24-01-2020 FOR THE SUPPLY,
INSTALLATION AND MAINTENANCE OF ATM SITES**

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

SI No:	ELIGIBILITY CRITERIA as per Clause No.1.3 of the RFP	Documentary proof Submitted (YES /NO)
1	The bidder is registered as a company in India as per Companies Act, 1956 or should be a proprietorship firm and should have been in operation for a period of at least 3 years as on date of RFP.As applicable, the Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association are to be submitted along with technical bid. (Documentary proof should be attached).	
2	The Bidder should be premium partner / authorized reseller of the AC and all the Hardware required for the ATM/CRM site within the scope of this RFP, within India. The Bidder must be in position to provide support / maintenance / up gradation during the period of contract with the Bank. Bidder, be it OEM or premium partner / authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in Annexure E of this RFP.	
3	The bidder should have implemented and maintained at least 50 Nos. of ATM/CRM sites/ Bank branch premises of any PSU Bank in Odisha, in the last 3 financial years other than Odisha Gramya Bank. Satisfactory Certificate from the client from each Bank as per format provided in Annexure H/Agreement copy & PO Copy (masking of the price in the PO copy) along with documentary proof should be submitted along with the technical bid. Each Purchase Order/Work order should be produced as evidence.	
4	The bidder must have presence with direct service centers or exclusive franchisee service centers or authorized service centers in Odisha. These locations should be staffed with support personnel with experience in service support of required hardware / peripherals / equipment in ATM/CRM site proposed to be procured under this bid. Bidder to provide a list of service center/franchises with full details with address and contact of service engineers as in Annexure Q of the RFP along with the technical bid. (Documentary proof should be attached). Undertaking letter is to be submitted for providing the service within the Service level mentioned in the RFP.	
5	The bidder should submit a certificate issued by their company secretary or equivalent authorised signatory, certifying that all the components/parts/assembly/ in the ATM/CRM site such as ACs, and any other equipment were original/new Components/parts/ assembly/ software, and that no refurbished/ duplicate/second hand components/parts/ assembly/software were being used or would be used. Bidder to submit the certificate as per format provided in Annexure - I of the RFP along with the technical bid. (Documentary proof should be attached)	

6	The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexures, addendum and corrigendum for the implementation and maintenance of ATM/CRM site at its Branches and other offices located across the command area of bank based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP). Bidder to submit the letter as per format provided in Annexure S & Annexure V of the RFP along with the technical bid. (Documentary proof should be attached).	
7	The bidder should not have been blacklisted in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP. Bidder to submit the Self Declaration certificate as per format provided in Annexure J of the RFP along with the technical bid. (Documentary proof should be attached).	
8	The bidder should provide the Pre-Contract Integrity Pact using Rs 250 Non Judicial stamp paper or legal paper as per Annexure- X.	

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

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

ANNEXURE- E [MANUFACTURERS' AUTHORISATION FORM]

(Bidders are requested to submit this form separately for Air conditioner, Timer, Stabiliser and Fire Extinguisher)

No.

Dated: / /2020

**The General Manager
IT Department,
Odisha Gramya Bank, Head Office,
Gandamunda, Bhubaneswar, 751030**

Dear Sir,

Sub: RFP No:

Dated :

We who are established and reputable Manufacturers of Isolation Transformer/Timer/Servo Stabiliser/ACs/FE etc. having manufacturing facility at and do hereby authorize M/s. (Name and Address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above RFP.

We hereby extend our full onsite guarantee, onsite warranty and onsite AMC support as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP and we will provide service support for seven(7=1+4+2) years to the Bidder.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

Note: *This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.*

ANNEXURE –F [BIDDER INFORMATION]

1. **TURNOVER AND P&L DETAILS:**

(Bidders have to submit Certified Xerox copies of Audited Balance Sheet/ P&L).

(Amount in Rs.)

F. Y.	Turnover	Profit and Loss
2016-17		
2017-18		
2018-19		

2. **HARDWARE DELIVERED DETAILS:**

(Submit Certified Xerox copies of POs as support documents for each item).Details of Cash dispensers supplied to meet eligibility criteria:

Sl. No.	PO No. and Date	Order placed by Organisation	Qty.	Cumulative Total
01.				
02.				
03.				
04.				

3. **Clarifications required for this RFP Terms and Conditions:**

(It is to be submitted to submit their clarification/queries in word document in the following format)

Sl. No.	Clause No. and Page No.	RFP Term	Bidders Request for following Clarifications and Amendments	Banks Revised Amendment

01.				
02.				
03.				
04.				

ANNEXURE-G[Compliance to Technical Specifications]

1. Technical Specification of AC and Fire extinguisher

	Equipment	SPECIFICATIONS / CONFIGURATION	Complied Yes/No	Comments, if any
A		Air Conditioner		
1	Air Conditioner	Providing & fixing 2 Wall Split ACs of reputed make with STAR-3 BEE Star Label rated 100% standby unit and of 1 ton capacity; analog timer unit to be provided for alternate operation of the two A.C units thus provided. Copper, drain pipe length not exceeding to 5 Mtr.		
2	Timer	Timer provided for AC and signage should be analog and it should not get reset automatically. In case timer get reset automatically, Bidder need to replace the timer free of cost. Analog timer is preferable		
3	Copper Wire	Copper Piping standard is 5 meters. Copper cabling > 5 Mtrs is on chargeable basis for AC installation at mutually agreed rates.		
4		Extra AC copper piping (More than 5mtr)		
5		Extra AC drain piping (More than 5mtr)		
6		Extra AC Power Cable (More than 5mtr)		
B		Fire Extinguisher		
1	Fire Extinguisher	Fire Extinguisher – Hand held 2 Kg Portable Co2 Fire Extinguisher		
2		ABC type of Fire extinsuisher should be preovided		
C		STABILSER		
1	Stabiliser	5KVA Servo stabiliser with input Voltage of 90 Volt and Out put voltage of 230 V		
2	Stabiliser	5KVA Servo stabiliser with input Voltage of 140 Volt and Out put voltage of 230 V		
3	Stabiliser	5KVA Servo stabiliser with input Voltage of 50 Volt and Out put voltage of 230 V		

3. Technical Specification of Electrical Equipment:

SI No	Description	Complied Yes/No	Comments, if any
-------	-------------	-----------------	------------------

	Providing and fixing a modular Distribution box comprising of Enclosure of approximate dimensions 600 x 665x 100 mm comprising of		
	4 pole ELCB 300 MA – 1 no		
	7 nos. Single Pole MCBs to control		
	Ø 8 nos. UPS power sockets		
	Ø light through backup power (4 Nos.)		
	Ø UPS power to CD/CRM		
	Ø 2 nos. Raw power		
	Ø analog timer		
1	Ø 2 nos. General Lighting		
	Ø stabilizer output		
	Double pole MCB – 2 Nos. for input to UPS DB and input for stabilizer.		
	Triple pole MCB –01 no. for input to Power DB		
	Provision to be made for 2 nos. timer switches (1 no for AC and 1 no or signage) 1. Air conditioner timer 2. timer for signage		
	Providing and installing timers as specified above.		
	Three way connector- 5 nos. (2 no for general lighting, 1no for emergency light, 1 no for signage and 1 no for UPS power to CD)		
	Power points – 10 nos. (2nos for CD, 2 nos. for NIU, 1 no each for monitor, CCTV camera, text interface, card access, and 2 nos. spare power points).		
2	Supply & fixing 2 no 25 A DP MCB in MS box & necessary interconnections		
3	Supplying & fixing sub mains using 4 nos. of 6 sq mm & 1 run of 4 sq mm copper wires in 2 mm thick PVC pipe / casing & capping		
4	Supplying & fixing UPS input circuit using 2 runs of 6 sq mm & one run of 4 sq mm copper circuit in PVC casing & capping / 2 mm thick PVC pipe.		
5	Supplying & fixing AC power circuit using 2 runs of 4 sq mm & one run of 2.5 sq mm copper circuit in PVC casing & capping / 2 mm thick PVC pipe		
6	Supplying & fixing 20 A industrial plug & socket with 25 A MCB in metal box enclosures		
7	Supplying & fixing 30 A industrial plug & socket with 32 A DP MCB with necessary connections		
8	Supplying & fixing 6 A Universal socket switch modular type with back box		
9	Providing light point wiring controlled by 6 A modular switch controlled by 6A modular switch using 3 runs of 1.5 sq mm copper wires in PVC casing & capping / 2 mm thick PVC pipe		
10	Supplying & wiring 2 runs of 2.5 sq mm & one run of 1.5 sq mm copper wires in PVC casing & capping / 2 mm thick PVC pipe		

11	Based on earthing electrode with inbuilt copper strip/Gel/GAF based. Should have resistance <1 Ohm and should be <2V between neutral and earth. Suitable electrode be used as per the site requirements. Earth enhanced compound powder (Gel) with hardener to be provided minimum 20Kg per site/ Back Fill / Site Filled compound (BFC/BSC)-100 Kg. Earthing warranty for as per clause-1.6. The electrode should be minimum 60mm dia and 2 meter length. Dedicated earthing for ATM/CRM.		
12	For UPS , CD and Lightening arrestor to be located as per site location Providing & wiring with 8 SWG Copper wire in PVC conduit for VSAT Disc		
13	Providing & fixing Philips / wipro or equivalent 2' 0" x 2' 0" mirror optic fixtures with white diffusers or LED.		
14	Philips or equivalent swivel semi-recessed ceiling mounted spotlight (white round) wipro , Philips or equivalent (4 Nos.)		
15	Providing & fixing 2" Patti tube light fitting with tube light		
16	Providing & fixing 1 x 11 w CFL mirror optic fixture		
17	Isolation Transformer of latest advanced specification should be given.		

4. Technical Specification of Construction and Civil:

SIN o		Construction particulars	Complied Yes/No	Comments , if any
NOTE: All the tiles and granite to be fixed in cement mortar 1:4 and the joints to be filled with nearest matching color cement. Tiling to be finished with scraping and raking the joints and appropriate grouting / jointing material of same shade, if flooring is being done over existing tiles, then approved synthetic resin in appropriate ratio is to be used				
A.		TILES and FLOORING		
1	Vitrified tiles Flooring 2'x2'	Providing and fixing flooring with vitrified tiles joint –free of minimum 9 m m t h i c k n e s s , s i z e 24"x24", 4" skirting all fixed in 1:5 cement mortar, complete with cutting and filing joints with white cement. Make of tiles Johson /Bell /Euro/ Asian/ Nitco/ Naveen/ Somani or equivalent. Ivory/shade or as specified by the bank.		
2	PCC	PCC- Providing and laying plain cement concrete of 4" thickness 1:3:6 (1 cement, 3 sand and 6 graded stone aggregate 40mm) including curing.		
3	Granite on Steps and Threshold	Providing & fixing 20 mm thick polished granite for treads with Bull nosing & 3 nos. of grooves in cement mortar 1:5 including filling the joints with nearest matching color cement. For steps, Risers, external areas/ exterior surfaces of walls with grooves. The color should be Lavender Blue / Black / Jet Black or any color as per the work order of Bank.		
B		WALL PANNELING, BRICK WORK, LINTEL, SOFFIT AND PARTITIONS		

1	WALL PANELLING FOR CUSTOMER LOBBY	Providing and fixing in position aluminum composite panel (ACP) with framing of aluminum tube sections of min 1.5"x1" and of 18 gauge @ 2'-0" C/C both ways. ACP to be in 2' width panels or distributed equally. Panels to be fixed to the frame with 3 M mirror or equivalent adhesive and screw. Joints to be finished with silicon based sealant. ACP thickness of 3 mm minimum. Aluminum foils thickness to be min 3 mm on both sides. Alu bond, Euro bond, Fuji bond, Alco bond or equivalent ISO certified or approved brands to be used. Additional sections to be provided to fix the Indoor AC Units. Both the AC units to be installed near the machine area at the highest position.		
2	Back Room partition for keeping all electrical work and other equipment inside.	To be made for keeping UPS along with batteries, IT, Servo stabilizers, V-sat, IDU and DB panel etc. Providing & Fixing in position aluminum composite panel (ACP) with framing of aluminum tube sections of min 1.5"x1" and 18 gauge @2'-0" c/c both ways. ACP to be in 2' width panels or distributed equally. The panels to be fixed to the frame with 3 M or equivalent adhesive and mirror screws. Joints to be finished with silicon based sealant. ACP thickness of 3 mm minimum. Aluminum foil thickness to be 0.20 mm. ACP only on the ATM side with thickness of 3mm minimum. Alu bond, Alexie uro bond, Fuji bond, Alco bond or equivalent approved brands to be used. Shades to be as per bank's approval. ACP door 2' - 0'' x 6' - 6'' made of aluminum frame with arrangement of mortis key lock of Godrej, link key hole to be finished with key hole screw back side of partition to be finished with 6 mm thick ISI mark commercial ply with 2 coat enamel paint after preparing surface with primer coat. Partition to be made up to false ceiling height only and main aluminum members to be fixed up to ceiling height or back side wall for proper support at the c/c distance of 4'-0" For back room, an ordinary battery stand shall be provided for keeping.		
3	Aircon louvers for the partition/cabinet	Providing and Fixing 6" powder coated aluminum louvers of approved color in partition over flush door height in center inimum 4'-0" long and 0'-6" height for ventilation of hot heat from back room to outside and cooled AC air inside the back room.		
4		Flush Door (As per the requirement) for back room (ACP of 3mm thickness) of partition along with hinges embedded lock and handle on the inside (This is for locations where partition is created for guard).		
C		FALSE CEILING (600mm x 600 mm GI metal sheet)		
1		False ceiling GI Tiles metal sheet plain (Armstrong or Interarch or equivalent) of size 600mm x 600 mm non-perforated made out of 0.5 mm galvanized steel non-perforated with powder coated finish. GI Sections for grid suspension system. Cut-outs to be made for accommodating lighting fixtures. To be done in customer		

		lobby and back room.		
2		providing Cutouts for light fixtures		
D		MAIN ENTRANCE		
1	Entrance Door	Providing and fixing 8 mm thick glazed entrance door with powder coated standard medium gauge aluminum 85-100 mm wide top and bottom frame anti-shatter film, floor spring of reputed make, Lock of reputed make, Customized handle, Necessary etching only on the middle portion of the glass etc. Etching on all area of the middle portion with transparency of the letters "Odisha Gramya Bank" and "ATM/CD" in the drawings. No etching on top and bottom areas. Handle 2 nos. 1 inch dia and 1ft 6 inch long. devoid of any drilling on glass and will be provided on two sides. Glass specified is Saint Gobain or Modi float or equivalent make		
2	Glass Partition	Providing and fixing 8 mm thick clear glass with powder coated of appx. 85 mm wide aluminum frame. Glass to be laminated with clear anti-shatter film on one side with necessary etching on glass.		
E		Display Unit and Notice Board		
1	Notice Board	Providing & fixing soft board with 9mm th. Ply back & fabric not less than 180 per mtr. With two molding		
2	Glow Sign Board	Providing & fixing reputed brand Glow sign board made out of high quality flex cloth & translucent Vinyl, including necessary light fittings inside the board (tube lights of Philips or equivalent make) Board should be strictly as per Bank's specification with 5 years warranty from the Principal . However, the bidder is responsible for enforcing the warranty when required. The warranty certificate/s available from the principal shall be made available to the Bank.		
3	Lolly Pop	As above except the size to be approximately 2'x2'.6" – location to be determined as per site construction. Sign Board will be fixed to the wall perpendicular to the Main Sign Board or with pole separately as per location of CD for better visibility.		
F		Shutter and Shutter Boxing		
1		MS rolling shutter (without box)Providing & fixing MS rolling grills with box or enclosures, with necessary locking arrangement both when closed or opened, including painting with 2 coats of synthetic enamel paint over a coat of primer etc complete all as per drawings & instructions of the Architect /Bank (Asian/ J&N / Berger or equivalent) (Sq. Ft.)		

2	ACP Shutter Boxing	Providing & Fixing in position Aluminum composite panel (ACP) with framing of aluminum tube sections of min 1.5"x1" and 18 gauge/ 20 gauge everywhere @ 2'-0" c/c both ways. Mirror screws to be used. Joints to be finished with silicon based sealant. ACP thickness of 3 mm minimum. Aluminum foil thickness to be minimum 0.20 mm 2'-0" c/c both ways. ACP to be distributed equally. Alubond, Alex, Eurobond, Fujibond, Alcobond or equivalent ISO certified brands to be used. Shades to be as per bank's approval. Trap door will be 12mm BWP (boiling water proof) ISI Make phenol bonded 303 ply finished with ACP. Front side cladding with vertical trapdoor to hide shutter guide rail and access lock pillar will be also finished on 12 mm 303 BWP (ISI Mark phenol bonded) ply board.		
3		Providing & fixing MS Stands for A.C exterior unit fixed to walls, painted with enamel paint		
4		Providing and fixing caging to the external AC units as applicable		
G		OPTIONAL ITEMS		
1	Demolition of BRICK Wall	Demolition of existing floor tiles, chipping of stone flooring including disposal of rubbish. Rate includes demolition of any type of RCC item.		
2	Demolition of flooring	Demolition of existing half brick walls including disposal of rubbish. Rate includes demolition of any type of RCC item.		
3	Floor filling	To elevate internal floor level, to match exterior floor level, wherever required by sand, brick and stone and stone blast (per cubic feet).		
4	9" brick wall Construction	Providing and constructing approximately 9" thick brick wall in plumb and line, in cement mortar 1:4 including raking with cement plaster 12 mm thick in cement mortar 1:4 on both the sides and curing complete. Plaster to be rough finished. (only for partition purpose no load bearing type)		
5	Cement Plaster (Material & Labour)	12 mm thick cement plaster in cement mortar 1:4 including curing in line and level, assuming only one wall construction, subject to site specifications.		
6	POP Punning on wall in case paneling not done	Providing and applying plaster of Paris punning of average thickness 5 mm on plastered wall surfaces in line and level considering only in back room.		
7	Back Room Shelf (in case back room is constructed)	Shelf in back room - 3'-0"x1'-6" with ACP sheet on frame of 1" x 1.5" aluminum section all three sides or in centre flush into the wall for keeping router and other critical equipments.		

8	Cement Based Paint	Providing and applying cement based external paint for wall make Apex ultima to be applied on exterior walls with proper queering.		
9	Enamel Paint on metal and wooden surfac.	Providing and applying 3 coats of approved make quality and shade enamel paint including scraping and leveling the surface to the satisfaction of engineer / incharge. Approved quality best primer coat . complete including scaffolding required if any. To be applied at any metal or wooden surface e.g. rolling shutter.		
10	External paving outside of room etc.	Providing and fixing chequered paving tiles in cement mortar 1:5 in line and level		
11	Mains cabling / wiring	4 core-10 sq mm copper cable of ISI make to be laid and buried under soil in conduit or to laid on wall with proper saddling and clamping		
12	Power Wring for UPS, Acs.	Power point wring with earth using 2.5 sq mm PVC copper Multistrand flexible wire all pulled through concealed PVC conduit inclusive of 5/15 A switch, socket, back box, plat (AC/ AT M / U P S i / p & o / p / , telephone and router, extra 1 Nos.)		
13	Rolling shutter	P/F rolling shutter of 20 gauge MS sheet, including floor locks, guide rail, first quality enamel paint colour (minimum 2 coats) complete in all respects.		

Note: The bidder should necessarily indicate the name of the brand while submitting the proposal along with the specifications offered. Main cabling from Meter to CD site 4 mm square per meter Main cabling from Meter to CD site 10mm square per meter Light Fittings for Poster Frames Wall mounted flexible gooseneck spotlights or equivalent with built in transformer 12V, 35 Watts of light from, Deconor equivalent Make and LFH 123 - 2 nos. for wall posters suggested(No)

We confirm compliance of all technical Specifications without any deviations

Signature of the Bidder

ANNEXURE –H [CERTIFICATE FROM CLIENT]

We hereby certify that M/s. _____ was awarded contract for the supply of ATM/CRM Sites vide our Purchase Order Reference No. _____ dated _____ (copy of PO enclosed) with reference to our RFP Reference No. _____ dated _____.

We also certify that M/s. _____ has executed the contract so awarded to them complete in all respects as per terms and conditions of the above referred Purchase Order / RFP. The details of project execution under the above purchase order / RFP is as under

Year in which The ATM/CRMs /CDs supplied in capex model.	Total Order Value.	Details of ATM site implemented and Maintained. (List out of the make and model of ATM/CRMs /CDs supplied)	Name and details of Contact person of the organisation for reference.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

ANNEXURE-I [UNDERTAKING OF AUTHENTICITY FOR HARDWARE AN SOFTWARE]

**The General Manager,
IT Department,
Odisha Gramya Bank,
Head Office,
Gandamunda , Khandagiri
Bhubaneswar 751030**

Sub: Supply of IT ATM/CRM SITES:

Ref: Your RFP reference No: RFP No. RFP OGB/ITD/ATM/TIS/015/2019-20 dated 24-01-2020

With reference to the Sites being supplied /quoted to you in response to the above RFP, we hereby undertake that all the components / parts / assembly / software used in the ATM/CRM site under the above like Processor, Mother Board, Memory, Hard disk, Monitor, SMPS, ACs and other hardware etc shall be original new components/parts/ assembly /software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the RFP, the same shall be supplied along with the authorised license certificate (eg: Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (eg: Authorised Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT ATM/CRMS/ CDS/Software already billed, we agree to take back the ATM/CRM Sites without demur, if already supplied and return the money if any paid to us by you in this regard.

We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller/SI etc.

Authorized Signatory**Name and Designation****Office Seal****Place:****Date:****ANNEXURE – J[SELF DECLARATION – BLACKLISTING]**

**The General Manager
Information Technology Department
Odisha Gramya Bank
Head Office
Bhubaneswar- 751030**

Dear Sir,

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

Authorized Signatory**Name and Designation****Office Seal****Place:****Date:****ANNEXURE – K[PROFORMA OF BANK GUARANTEE (DELIVERY)]**

THIS GUARANTEE AGREEMENT executed at _____ this ____ day of

_____ Two thousand Sixteen **BY:**

_____ Bank, (*), a **body corporate constituted under Banking**

Companies Acquisition and Transfer of Undertakings Act, 1970 having its Registered Office / Head Office at _____, and a Branch Office at

_____ (hereinafter referred to as “the **Guarantor**”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Odisha Gramya Bank, a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings Act, 1970, having its Head Office at 763 Anna Salai, Bhubaneswar 751030 (hereinafter referred to as "the **Bank**", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

ON BEHALF OF:

M/s. _____, a company within the meaning of the Companies Act, 1956 (I of 1956) and having its Registered Office at _____ (hereinafter referred to as "the **Vendor**", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

1. WHEREAS the Bank on _____, has entered into a contract with the vendor for supply of ATM/CRM Sites (hereinafter collectively called "ATMS/ CDS") for implementation and maintenance at its Branches and other offices located across the Country.
2. AND WHEREAS pursuant to the Bid Documents, Purchase Order dated _____ and other related documents (hereinafter collectively referred to as "the **said documents**"), the Bank has agreed to purchase from M/s. _____ the said ATM/CRMS/ CDS, more particularly described in the said documents, and the vendor has agreed to supply the said ATM/CRMS/ CDS to the Bank, subject to payment of price as stated in the said documents and also subject to the terms and conditions, covenants, provisions and stipulations contained in the said documents.
3. AND WHEREAS pursuant to the above arrangement, the Bank has placed a purchase Order with the said vendors and the vendors has duly confirmed the same.
4. AND WHEREAS in terms of the said documents, the vendor has agreed to deliver the said ATM/CRM site within a maximum period of 5 weeks from the date of acceptance of the purchase order, Locations wherever the road permit is required within a maximum period of 6 weeks from the date of acceptance of the purchase order and to provide an unconditional irrevocable performance Bank Guarantee in favour of the Bank from a Scheduled Commercial Bank other than Odisha Gramya Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations, provisions of the Contract / the said documents.
5. AND WHEREAS at the request of the vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only), being 20% of the contract value, towards faithful observance and performance by the vendor of the terms of the contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

6. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Bhubaneswar forthwith, the sum of Rs. _____ or any part thereof, as the case may be, as aforesaid due to the Bank from the vendor, towards any loss, costs, damages etc., suffered by the Bank on account of default of the vendor in the observance and performance of the said delivery obligations and other terms, conditions, covenants, stipulations, provisions of the contract, without any demur, reservation, contest, recourse or protest or without any reference to the vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding, notwithstanding any difference or any dispute between the Bank and the vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
 1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
 2. The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the contract for supplying the ATM/CRMS/ CDS, and on account of the said failure what amount has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be

final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
4. The liability of the Guarantor, under this Guarantee, shall not be affected by
 - i) any change in the constitution or winding up of the vendor or insolvency or any absorption, merger or amalgamation of the vendor with any other company, corporation or concern; or
 - ii) any change in the management of the vendor or takeover of the management of the vendor by the Government or by any other authority; or
 - iii) acquisition or nationalization of the vendor and/or of any of its undertaking(s) pursuant to any law; or
 - iv) any change in the constitution of the Bank / vendor; or
 - v) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - vi) The absence or deficiency of powers on the part of the Guarantor to give Guarantee(s) and/or Indemnities or any irregularity in the exercise of such powers.

5. Notwithstanding anything contained herein:

- i) Our liability under this Bank guarantee shall not exceed Rs _____
(Rupees _____ only);
- ii) This Bank guarantee shall be valid upto; and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before _____”
(* *)”

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

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

SIGNED AND DELIVERED BY

The within named Guarantor,

by the hand of Sri. _____, its authorized official.

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

(**) There shall be a claim period of 45 Days from the date of expiry of the guarantee. Hence the date should be 45 Days from the date of expiry of guarantee.

ANNEXURE – L [PROFORMA OF BANK GUARANTEE (PERFORMANCE)]

To
General Manager
Odisha Gramya Bank,
IT Department
Gandamunda, Bhubaneswar - 751030

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand Sixteen BY: _____ Bank, (*) **a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings Act, 1970**, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Odisha Gramya Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office at Gandamunda ,Khandagiri Bhubaneswar 751030 (hereinafter referred to as “**Bank**”, which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. **WHEREAS** the Bank, on _____ has concluded a Contract with _____ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at _____ for supply of ATM/CRM Sites (hereinafter collectively called “ATM/CRMS/ CDS”) and installation at its Branches and other offices located across the Country.
2. **AND WHEREAS** pursuant to the Bid Documents, purchase order, and the other related documents (hereinafter collectively referred to as “the said documents”), the Bank has agreed to purchase from M/s.....who has agreed to provide to the Bankthe said ATM/CRMS/ CDS, more particularly described in the said documents, subject to payment of the price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.
3. **AND WHEREAS** pursuant to the above arrangement, the Bank, has concluded a Contract, with M/s. on (Hereinafter referred to as “the Vendor” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), subject to the terms and conditions contained in the said documents and the vendor has duly confirmed the same.
4. **AND WHEREAS** in terms of the Contract stated in the said documents, the vendor has agreed to warrant comprehensive maintenance of the entire ATM/CRM site including the System, software, components and accessories supplied and to provide an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank other than Odisha Gramya Bank acceptable to the

Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only) being 5% of the contract value towards faithful observance and performance by the Vendor of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

6. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Bhubaneswar forthwith, an amount of Rs(the amount equal to 10% of the order value or any part thereof, as the case may be), as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the **Vendor** in providing comprehensive maintenance as per the warranty and contractual terms and in the observance and performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the

Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the **Vendor** or any dispute between the Bank and the **Vendor** pending before any Court, Tribunal, Arbitrator, or any other authority.

1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
2. The Bank shall be the sole judge to decide whether the **Vendor** has failed to perform the terms of the Contract in providing comprehensive maintenance as per the warranty and contractual terms by the Vendor to the Bank, and on account of the said failure what amount has become payable by the **Vendor** to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank
4. The liability of the Guarantor, under this Guarantee shall not be affected by
 - i) any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the **Vendor** with any other company, corporation or concern; or
 - ii) any change in the management of the **Vendor** or takeover of the management of the **Vendor** by the Government or by any other authority; or
 - iii) acquisition or nationalisation of the **Vendor** and/or of any of its undertaking(s) pursuant to any law; or
 - iv) any change in the constitution of the Bank / **Vendor**; or
 - v) any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - vi) the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
5. Notwithstanding anything contained herein:
 - i) Our liability under this Bank guarantee shall not exceed Rs _____ (Rupees _____ only);
 - ii) This Bank guarantee shall be valid upto; and
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (**)

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

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year

first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY the
within named Guarantor,

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

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

(**) There shall be a claim period of 45 Days from the date of expiry of the guarantee. Hence the date should be 45 Days from the date of expiry of guarantee

ANNEXURE –M [AMC BANK GUARANTEE FORMAT]

To

General Manager

Odisha Gramya Bank,

IT Department

Gandamunda, Bhubaneswar - 751030

Whereas (_____) has undertaken in pursuance of the Contract no. _____ dated

_____ to, inter-alia, Maintenance and support of _____ as per the Contract document (herein after called "The Contract"), dated _____ (Purchase Order No.)

AND whereas it has been stipulated by you in the said Contract that _____ (Company's name) shall furnish you with a Bank Guarantee by a recognized Bank for the sum of Rs. _____ specified therein as security for compliance with the _____ maintenance/support obligations in accordance with the Contract.

AND whereas we have agreed to give you the Guarantee on behalf of _____

(Company's name)-

Therefore, We -----(Bank's name and address) hereby affirm that we as Guarantors are responsible to you, on behalf of _____, up to a total of Rs. _____ and we undertake to pay you, upon your first written demand declaring _____

(Company's name) to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs. _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the _____ (Date)

"All rights and obligations arising from this Guarantee shall be governed by the laws of Republic of India".

Notwithstanding anything herein above contained including what is stated in clauses thereof, our liability under this Guarantee is restricted to Rs. _____ and shall remain in force until

_____. (Date) Unless a demand or claim under the Guarantee is lodged with us in writing at **Bhubaneswar** on or before _____ Three months from the date of expiry- Date), all your rights under said Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder whether or not this document is returned.

Place:

Date:

ANNEXURE – N [BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT]

To

General Manager
Odisha Gramya Bank,
IT Department
Gandamunda, Bhubaneswar - 751030

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the Tender") in favour of _____ hereinafter called the "Employer"; KNOW ALL MEN by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the

_____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the employer for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity;
 - (i) fails or refuses to execute the Agreement, if required; or
 - (ii) fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. Notwithstanding anything contained herein

i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)

ii) This Bank Guarantee is valid up to _____ and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

_____ (mention period of guarantee as found under clause (ii) above plus claim period)
 Dated _____ day of _____ 2020.

SIGNED AND DELIVERED BY the

within named Guarantor,

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

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

(**) There shall be a claim period of 45 Days from the date of expiry of the guarantee. Hence the date should be 45 Days from the date of expiry of guarantee.

ANNEXURE – O-[Format for Technical Bid]

1) Name and Address of the Company		
2) Registered Address of the Company		
3) Location of factory/assembly /Integration		
3) Year of Incorporation		
4) Local/Contact Address		
5) Contact Person		
a) Name:		
b) Designation:		
c) Phone:		
d) Fax:		
e) Cell No:		
f) E-mail		
6) Details of Hardware manufactured directly by vendor (OEM).		
7) Details of Hardware for which the bidder has Authorization from OEM authorizing the bidder as reseller/channel partner.		
9) Turnover and Net Profit of the company (Rs. in Crores)		
FINANCIAL YEAR	Turnover	Net Profit (After Tax)
2016-2017		
2017-2018		
2018-2019 (Provisional/Audited)		
10) Number of ATM/CRM Sites Installed (indicate make and brand of the Hardware Sold in each year) – year wise		
2016-2017		
2017-2018		
2018-2019		

We attach herewith the proof of documents as per clause 1.9 of the RFP are enclosed along with this technical bid.

We certify that the ATM/CRM site items quoted above meet all the Technical specifications as per Annexure G of the RFP No. OGB/ITD/ATM/TIS/015/2019-20 dated 24-01-2020 . We also confirm that we agree to all the terms and conditions mentioned in this RFP No. RFP OGB/ITD/ATM/TIS/015/2019-20 dated 24-01-2020.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

ANNEXURE – P [FORMAT FOR COMMERCIAL BID]

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

TABLE I - COST OF TIS work:

Sl.	Description ,Make & Model:	Unit Price[A]	Qty.[B]	Total Price [C=AxB]in Rs.
1	Complete Site Preparation work which includes all the civil work including designing, paneling, ceiling etc. (excluding AC, electrical part, Isolation transformer, timer , earthing, stabiliser etc)		50	
2	Fire Extinguishers As per Annexure- G		50	
5	Total Cost Table-I			

TABLE II - COST OF Electrical equipment AND Air conditioner:

Sl.	Item Description	Qty [A]	Unit Cost [B]	Total Cost [C=AxB] in Rs
1	Isolation Transformer as per Annexure-G.	50		
2	All electrical items including DB board as per Annexure-G.	50		
3	2 Air Conditioners of 1 Ton capacity- for each location as per Annexure- G	50 set		
4	Chemical Earthing as per Annexure-G	50		
5	5 KVA servo Stabilizers (includes cost of all the 3 types of voltage stabilizers in annexure-C) As per Annexure- G	50 set		
6	2 analog timers (1 set). One for AC and other should be for Signage and Lollypop as per RFP as per Annexure-G	50 set		
7	Total Cost Table-II			

TABLE III - COST FOR ANNUAL MAINTENANCE [AMC includes AMC of total site within the scope of this RFP]

Sl.	Description ,Make & Model:	Unit Price[A]	Qty.[B]	Total Price [C=A x B]
1	AMC Charges for 2nd year			
2	AMC Charges for 3rd year			
3	AMC Charges for 4th year			
4	AMC Charges for 5th year			
5	TOTAL COST			

TABLE IV - TOTAL COST OF OWNERSHIP

Sl.	TOTAL COST OF HARDWARE	Qty.	Total Cost in Rs)
1	COST OF TIS work	TABLE I	
2	COST OF Electrical equipment AND Air conditioner.	TABLE II	
3	COST FOR ANNUAL MAINTENANCE	TABLE III	
4	Total Cost of Ownership	TABLE I +TABLE II + TABLE III	

NOTE:

1. L1 will be determined based on the total price quoted by any of the technically short-listed bidder, whose commercial bid is opened, under Table IV Serial No.4 (Total Cost of Ownership).
2. Entering into AMC with the successful bidder shall be strictly as per terms and conditions defined in Clause 1.6 of this RFP.

We certify that the items quoted above meets the Technical Specifications as per Annexure - G of the RFP No. RFP OGB/ITD/ATM/TIS/015/2019-20 dated 24-01-2020 and prices quoted are all in compliance with the terms indicated in clause 1.11 of the RFP no RFP OGB/ITD/ATM/TIS/015/2019-20 dated 24-01-2020. We also confirm that we agree to all the terms and conditions mentioned in this RFP OGB/ITD/ATM/TIS/015/2019-20 dated 24-01-2020.

Authorized Signatory**Name and Designation****Office Seal****Place:****Date:****ANNEXURE – Q[DETAILS OF SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER]**

However, Bidder's representative and local office at Bhubaneswar will be the contact point for the Bank. The Bidder is responsible for managing the activities of its personnel or the Personnel of its franchisees and will be accountable for both.

PLEASE REFER TO ELIGIBILITY CRITERIA

S No:	Name of Regional Office Location	Contact details with names , address , contact Number, e-mail ID etc.	Specify whether direct service centers or exclusive franchisee service centers or authorized service centers	Number of Service Engineers attached
1.	Bhubaneswar			

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

Authorized Signatory**Name and Designation****Office Seal****Place:****Date:****ANNEXURE – R :[Escalation Matrix]**

Name of Company: _____

Delivery Related Issues: _____

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 24 hours)					
		Regional/Zonal Head (if response is not received in 48 hours)					
		Country Head (if response is not received in 1week)					

Name of Company:

Services Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 4 hours)					
		Regional/Zonal Head (if response is not received in 24 hours)					
		Country Head (if response is not received in 48 hours)					

Any change in designation, substitution will be informed to the bank immediately

Signature:

Name of Representative:

Designation: Company

Seal:

ANNEXURE – S [TERMS AND CONDITIONS COMPLIANCE TABLE]

Note: Bid proposals not conforming to all terms (as per RFP terms & conditions) mentioned below, will not be taken for further evaluation and may be treated that bid proposal as Technically non-responsive. Bank will not entertain any correspondence in this regard.

Table I:

S.No.	Description	Submitted Yes/No	Page No. of Bid Document	Deviations, if any
1	Eligibility Criteria			
2	Power of Attorney from the Company to the Employee participating in the Bid			
3	Bid Security			
4	Manufacturer's Authorisation Form			
5	Letter of Authorisation to Bid			

Table II:

S.No.	Description	Complied Yes/No	Page No. of Bid Document	Deviations if any
1	Payment Terms			
2	Delivery			
3	Liquidated Damages			
4	Force Majeure			
5	Indemnity			
6	Liability of the bidder			
7	Termination for default			
8	Negligence			
9	Scope of Work (Page No. 4 to 8)			

We confirm compliance of all the above terms and conditions and also other conditions of RFP, except for the deviations mentioned above.

Signature of the bidder with designation
Company Seal

ANNEXURE–T --[LETTER OF AUTHORISATION TO BID]

Ref. No Dated: / /2020

The General Manager

**IT Department ,
Odisha Gramya Bank, Head Office,
Gandamunda
Bhubaneswar-751030**

Dear Sir,

Sub: Letter of Authorisation to RFP for Cash Dispensers and other Equipment.

We M/s (Name and address of the Company) hereby authorize Mr/Ms .
.....(Name and Address of person), to submit a Bid, and sign the Contract on behalf of us for all the
Goods required by the Bank as called for vide the Bank's request for proposal reference no : RFP
OGB/ITD/ATM/TIS/015/2019-20 dated : 24-01-2020.

We are here with submitting the certified Xerox copy Power of Attorney, authorising them to submit Bid
documents on behalf of our Company.

Yours faithfully,

(Signature)
Name & Seal

Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is
submitted and should be signed by a person competent and having the power of attorney/ Board resolution to
bind the Principal. It should be included by the Bidder in its Bid.

ANNEXURE – U [Undertaking compliance of minimum wages]

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

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: Your Purchase Order No _____ dated _____

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

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

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

Authorized Signatory
Place:

Name and Designation

Office Seal

Date:

Annexure – V[LETTER OF UNDERTAKING]

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

Dear Sir,

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP No. RFP OGB/ITD/ATM/TIS/015/2019-20 dated 24-01-2020, its Annexure's, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I declare that my company will be doing back to back agreement with all the sub-contractors or sub vendors for the support and services for the contract period. My company will be producing attested copy of the agreement with all the suppliers for the service and support in AMC and warranty period within 15 days of acceptance of Purchase Order. In case of noncompliance Bank may hold payment against my invoices.
4. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at _____ this _____ day of _____ 2020.

Yours faithfully,

For _____

Signature: _____

Name: _____

Authorized Signatory
Place:

Name and Designation

Office Seal

Date:

Annexure W – [Non-Disclosure Agreement]

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

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

AND

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

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

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

NOW THEREFORE

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

Article 1: Purpose

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

(STATE THE PURPOSE)

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the

Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

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

Article 4: DISCLOSURE

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

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

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

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

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

Article 7: INJUNCTIVE RELIEF

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

Article 8: NON-WAIVER

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

Article 9: DISPUTE RESOLUTION

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

Article 10: GOVERNING LAW AND JURISDICTION

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

Article 11: NON-ASSIGNMENT

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

Article 12: TERM

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

Article 13: INTELLECTUAL PROPERTY RIGHTS

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

Article 14: GENERAL

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

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

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

Witnesses:

- 1.
- 2.

Annexure-X – [Pre Contract Integrity Pact]

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____(month) 2020, between, on one hand, Odisha Gramya Bank acting through Shri _____, Designation of the officer of Odisha Gramya Bank, a Regional Rural Bank and an enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

WHEREAS the BUYER has floated a tender (Tender No.: OGB/ITD/ATM/TIS/015/2019-20 dated 24-01-2020) hereinafter referred to as "Tender / LTE" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

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

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

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

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

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

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

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

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

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

Article 1: Commitments of the BUYER

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

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

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

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

Article 2: Commitments of BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 4: Previous Transgression

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

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

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

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

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

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

Article 5: Criminal Liability

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

Article 6: Earnest Money (Security Deposit)

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

(i) Bank Draft or a Pay Order in favor of

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.

(iii) Any other mode or through any other instrument [to be specified in the LTE].

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

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

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

Article 7: Sanction for Violations

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

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

ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.

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

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

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

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

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

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

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

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

Article 8: Independent External Monitors

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

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

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

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

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

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

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

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

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

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

Article 9: Facilitation of Investigation

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

Article 10: Law and Place of Jurisdiction

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

Article 11: Other Legal Actions

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

Article 12: Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

Article 13: Code of Conduct

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

Article 14: Examination of Books of Accounts

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

Article 15: Legal and Prior Rights

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

Article 16: Other Provisions

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

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

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

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

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

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