



ODISHA GRAMYA BANK

Information Technology Department
Head Office, Gandamunda, P.O. - Khandagiri, Bhubaneswar - 751030

Request for Close Bid Quotation

Supply, installation and maintenance of Interactive Messaging Platform
SMS, Miss Call, IVRS

OGB/ITD/SMS/06/2020-21	16-11-2020
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To
All the eligible service providers

Odisha Gramya Bank invites tenders from well reputed vendors for supply, installation, CBS integration and maintenance of Interactive Messaging Platform using technologies like SMS, Miss Call, IVRS etc. based on the requirements, specifications, terms and conditions laid down in this Request for Quotation document.

Disclaimer

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

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

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

1 Bid Information and Eligibility

1.1 Objective

Odisha Gramya Bank desires to select service provider as SMS aggregator with 24x7 availability and other correlated services as a part of customer service. The Bank proposes to procure a robust, reliable and feature-rich solution to deliver outgoing and incoming Messages to its customer mobile phone on real time basis and also send promotional messages, alerts etc. Against the above backdrop, OGB invites Request for Quotation (RFQ) from the prospective

bidders having proven past experience and competence in the field of providing SMS Services to offer complete solution for sending outgoing Domestic, incoming SMS, Missed call Alert service, Notifications etc. using secure authentication system as per the technical/ functional specification given in this RFQ document.

1.2 Bid schedule and Address for bid submission

S. No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/ITD/SMS/06/2020-21
2.	Date of Issue of Advertisement	16 th November, 2020
3.	Bid Submission Mode.	Through manual Tendering process
4.	Last date of Pre bid Query submission	21 st November, 2020
5.	Pre Bid Meeting Date	23 rd November, 2020 at 15:00 hours
6.	Last Date and Time for submission of bids along with supporting documents through the above	8 th December, 2020 on or before 16:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar.
7.	Date, time and venue for opening the Technical Bids submitted.	8 th December, 2020 at 17:00 hours at the Bank's Head office
8.	Commercial Bid Opening	Shall be communicated to technically qualified bidder.
9.	Contact officials for any clarification.	Mr. B. K Patra – General Manager IT 0674-2353038 Mr. A. K. Sarangi – Sr. Manager IT 9937553233 Mr. J. K. Sahoo – Manager IT 0674-2972521
10.	Address for Communication / Submission of Bids	The General Manager, Information Technology Dept, Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030.
11.	e-Mail address	email@odishabank.in itd@odishabank.in gm.itd@odishabank.in
12.	IEM Details	Mr. Vinayaka Rao Turaga, IOFS (Retd) Turaga House, Anne Baburao Colony , Penamalaru, Vijayawada ,Andhra Pradesh – 521 139 email: tvrao56@gmail.com Mobile: +91 9007723414

Note: Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be published on Bank's website (<https://odishabank.in>) wherever feasible. Further, please note that commercial bid opening date, time will be intimated to the technically qualified bidders at a later date.

1.3 Eligibility criteria

The bidder has to qualify all the eligibility criteria mentioned in the Annexure- D of the RFP. The interested bidder has to submit one undertaking of the eligibility criteria mentioned in the Annexure

- D. 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.

1.4 RFP

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

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

1.5 Cost of Bidding

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

1.6 Clarifications of Bidding Documents and Pre-bid Meeting

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

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

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

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

1.7 Amendment of Bidding Documents

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

1.8 Bid Price

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

1.9 Bid Cost and Exemptions

The Bidders can submit the bid response and original copies of agreements at OGB's office at Head Office, Odisha Gramya Bank, Gandamunda, Bhubaneswar - 751030, along with non-refundable amount of ₹ 2,000.00 (Rupees Two Thousand only) + ₹ 360.00 (Rupees Three Hundred Sixty only) towards GST payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favoring "ODISHA GRAMYA BANK" payable at BHUBANESWAR.

1.10 Earnest Money Deposit (EMD) and Exemptions

The Bidder is required to deposit ₹ 1,50,000/- (Rupees One Lakh Fifty thousand only) in the form of Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 3 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure H.

No interest will be paid on the EMD.

Exemption of EMD will be allowed to bidder registered under MSME / NSIC / Udayoq Aadhar as Micro & Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India.

1.11 Return of EMD

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

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

1.12 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

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

2 Scope of work

2.1 Overall Scope of work

Bank wishes to select an aggregator(s)/ vendor(s) who can handle SMS (using short/ long code/ VMN), Miss call service, E mail, IVRS, Push, Pull, Web Based Notification with delivery standard as per the SLA proposed and is able to confirm to the technical specification mentioned in this proposal. The bank proposes to avail the following services:

- ❖ SMS alert (Transactional/ promotional etc.) as per the requirement of the Bank.

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- ❖ PUSH and PULL services/notifications.
- ❖ Approval of templates from Telecom Regulatory Authority of India (TRAI) whenever any ad-hoc promotional/ alert messages are to be sent, same need to be available through Dash Board.
- ❖ Capability to send approximately 10 lakh messages per day.
- ❖ Missed call services like Missed call balance enquiry, Mini Statement, Aadhaar Seeding, Debit Card Hot-listing, Car Loan, Home Loan etc.
- ❖ IVR facility for Card Hot listing, Balance enquiry, Balance enquiry, OTP & Promotional messages as per the requirement of the Bank.
- ❖ All services for both domestic and international users.
- ❖ Capability of sending multi lingual / regional language on all platforms.
- ❖ Front end/ dash Board for generating/ viewing SMS /E-mail logs for a range of dates (daily/weekly/ monthly/ yearly), scheduling of bulk SMS with an option of edit/delete. Live monitoring of SMS logs need to be available.
- ❖ Initially, the Selected Service Provider is required to implement (migration from old solution to new solution in existing infrastructure) the SMS Aggregator solution with bank's existing infrastructure setup available in the Bank.
- ❖ The service provider is required support porting of existing long code / short code / virtual mobile number / miss call number codes of Bank including recurring cost associated with these activities.
- ❖ Initially Bank will use the services for all existing Applications of Bank like Core Banking. However it can be extended to any other applications in future as per the requirement of the Bank.
- ❖ The successful bidder should provide the backup of all the SMS logs in the form of DVD or on monthly basis along with the invoice, as per the format provided by the Bank. The selected bidder should store the backup data of the entire contract period. On completion of the contract period, the selected bidder should hand-over the backup data of the entire contract period to the Bank and Bank on receiving the same will issue a letter to the bidder to submit a confirmation letter to Bank confirming deletion of the entire backup data from their system. In this regard, the bidder must submit a certificate of authentication for deletion of records stored as backup with them during the entire contract period.
- ❖ The indicative, estimated volume is as under:

CATEGORY	VOLUME PER MONTH
SMS	30 lakhs
Miss Call with SMS response	1 lakh

The above is indicative only the actual figure may vary. It should not be treated for any reference. Growth rate also to be considered in addition to above.

2.2 SMS

The Bank intends the solution provider to integrate with different SMS delivery points/ application of the bank. The SMS Services should cover the facilities like Push service and Pull service using short/ long code/ VMN. Our expected delivery standards are furnished below:

PRIORITY	SMS CATEGORY	DELIVERY TIME (Time between publish time and delivery time)
HIGH	OTP (one time password), Miss call response SMS	Within 10 seconds
MEDIUM	Financial transactional SMS	Within 20 seconds

LOW	Bulk SMS (Promotional), Scheduled SMS (Promotional)	Within 10 minutes
Delivery report availability - Within 4 mins post delivery		

- ❖ The selected bidder should have capabilities to send SMS to all type of available mobile network, handsets (e.g. GSM, CDMA, UMTS, HSPA, LTE, 2G, 3G, 4G, 5G etc.) and to all telecom operators operating in INDIA and abroad without any exception. The bidder should provide dedicated services for HIGH and MEDIUM priority SMS sent to the Bank's customers.
- ❖ The selected bidder should be capable to integrate their application / system as per bank's existing CBS infrastructure (Finacle 7.0.18 with Oracle DB). Bank is presently providing the pre-formatted SMSs for onward transmission to its customers.
- ❖ The selected bidder should not reveal / share the contact numbers of the customers of our bank with any outside party / agencies.
- ❖ The selected bidder shall be responsible for delivery of real time SMS alerts on 24*7*365 basis as per the requirement of the Bank.
- ❖ The selected bidder shall be responsible for providing after sales support and service on 24*7 * 365 basis for resolution of complaints related to individual/Bulk SMS.
- ❖ For enabling PULL SMS facility, the bidder will be required to provide long codes, short codes and Virtual Mobile Numbers (VMN) for missed call facility as per requirement for the use of the bank without any cost, for receiving incoming SMSs in predefined formats from its customers. Further the bidder should also have the option of utilizing the existing VMN number provided by the bank.
- ❖ The code (long code/short code/VMN) allotted to the Bank should be easily memorable and accessible to the bank customers, both domestic and international, through all the telecom operators across the globe on 24*7*365 basis.
- ❖ The codes once allocated to bank for accessing Pull Service (long code/short code/VMN) will be the property of the bank. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these codes to the Bank.
- ❖ The bidder has to ensure SMS message whose contents exceeds 160 characters (all type of character, Unicode support, special character and ₹) should be delivered as a single message on receiver's handset, unless there is dependency on the same on the receiver's mobile handset.
- ❖ The bidder should have tie up/ arrangement with telecom service providers to send SMS to domestic/ international customers as per the time norms specified above. In case the services of the telecom service provider found not satisfactory by the bank, the bidder shall make the arrangements to change the telecom service provider at the instance of the bank within 1 month without any additional cost to the bank
- ❖ The bidder should have solution to provide SMS in ISO standard. So, that the application should be able to provide SMS in Odia (ଓଡ଼ିଆ), English, Hindi (हिंदी) or any other language as needed by the Bank from time to time.
- ❖ The services provided by the service provider should be both handset and Telco agnostic.
- ❖ The bidder should offer a retry mechanism for messages that cannot be delivered. Parameters should be available to bank e.g. no of attempts and interval of attempt etc.
- ❖ Delivery of the SMS alerts should be ensured to all National/International locations without any exception.
- ❖ The bidder should use their own —SMS Gateway Services|| to deliver the messages to the SMSCs directly. The bidder must have its own Level II/Tier II DC and DR located in India for providing SMS gateway services. The bidder should have DR capability to send SMS from at least two different seismic zones in two different geographical locations for ensuring business continuity.

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- ❖ The initial contract period will be 2 (two) years with provision of further extension by another 1 (one) year, with the same terms and conditions subject to satisfactory performance. The bank shall review the performance every year. There will be no price escalation during the contract period. However any downward revision in IUC charges, Government Levies etc. the same will be passed on to the bank on proportionate basis.
- ❖ For providing all the services as specified above, the offered solution should seamlessly integrate with the CBS existing Finacle Version (7.0.18), Oracle database, applications apart from CBS, ATM Switch and other Alternate Deliver Channels like m-Banking, e-Banking, UPI, wallet etc. solutions deployed in the bank from time to time. The integration cost wherever applicable should be borne by the bidder.
- ❖ Considering the changing business conditions and the size and variety of requirements, the successful bid has to comply all the regulatory requirements without any extra cost to the Bank.
- ❖ The client gateway should be deployed at the Data Centre (DC) and Disaster recovery (DR) sites of the bank including test setup. The bidder should be able to support with the change in the location of DC and/or DR for any business purposes.
- ❖ Middleware solution to be installed at its Data Center (DC)/Disaster Data Center (DR) for its SMS gateway solution. Further Bank will provide the necessary power and Rack space.
- ❖ Any hardware and software required to be installed at OGB DC/DR must be with perpetual license and provided by bidder.
- ❖ The bidder should be able to provide a robust campaign manager to integrate interactive mobile marketing campaigns on short codes or extended codes or Voice based.
- ❖ The bidder should have its in house platform setup for SMS, voice services etc. without any dependency on third party,
- ❖ The bidder has to route all the messages sent by the bank as Transaction Messages without necessitating the scrubbing against customer preference register (NCPR) introduced by TRAI unless specified otherwise.
- ❖ The solution should be capable of sending messages in SMPP (short message peer to peer protocol) and/or HTTPS-API with/without XML support to the bank with multiple accounts and it should be the primary channel for communication.
- ❖ The API should support encryption-decryption for the entire API parameters supporting 3DES/AES algorithm.
- ❖ The bidders system/ solution should handle URL based communication both secured (https) and normal (http) based communication and message should be delivered to the specified port, if the port is provided in the URL.
- ❖ Facility should be there to send encrypted SMS texts from bank to vendor server and vendor must be able to decrypt the SMS text and send to customer.
- ❖ The solution must support csv/excel/text file uploads using HTTP POST call mechanism.
- ❖ Delivery reports shall be sent using the SMPP or HTTPS-API in prescribed format as required by the bank. The solution offered should provide secured encrypted connection for delivering of outgoing/incoming alerts with guaranteed delivery. Delivery reports should be readily available through FTP/SFTP mode also.
- ❖ Dynamic (Numeric as well as Alphanumeric) Sender IDs should be supported for the Domestic as well as international SMS. (subject to Govt. regulatory compliance)
- ❖ Sender ID allotted should be unique for our bank and same should not be used by any other entity across the globe. Bidder must submit declaration confirming the same.

- ❖ The SMS/IVR services should be scalable to meet the requirements of the bank for the next 2 years from the date of placing purchase order, considering a similar growth on year-on-year basis.
- ❖ The bidder should have the facility to assign priorities to different types of SMS alerts being sent by the bank and deliver the alerts as per the priorities defined by the bank.
- ❖ The solution should be capable of checking and blocking duplicate/multiple SMS/IVR delivery to customers.
- ❖ The bidder is required to provide protection against the following threats:
 - Man in Middle attack
 - Reply attack
 - Message disclosure
 - Spamming
 - Denial of service attack
 - SMS phone crashes
 - SMS viruses
 - SMS Phishing
 - Any other cyber threat applicable to the SMS service
 - Confidentiality of the SMS sent or received - Only the valid communicating parties can view the SMS
 - Integrity of the SMS Sent or received - SMS should not be tampered by the intruders. The system should be able to find out such alteration.
 - Non-repudiation - no party can deny the receiving or transmitting the data communicating between them
- ❖ The selected bidder should provide the interface of their software with bank's core banking solution or middleware. The bidder also should support integration of the middleware with any new application of the bank as and when required without any cost to the bank.
- ❖ All the services as specified above and its related systems should conform to the requirements of the amended IT Act 2000 and other laws statutes of the Govt. Of India.
- ❖ The bidder should have infrastructure for 24x7 support office or service availability at our DC or DR location to provide onsite support immediately on call.
- ❖ The selected bidder should have proper test infrastructure with the capability to end to end testing of all the integrations with all the bank applications.
- ❖ The selected bidder has to maintain the complete data with regard to SMS/IVR/voice calls for the entire contract period. Bidder should retrieve and provide the required data to bank within 12 hours of receiving the request in this regard from the bank.
- ❖ Do Not Disturb (DND) compliance will be the responsibility of the selected bidder/service provider. Bank will not enter into any contract with any telecom, carrier or service provider. The selected bidder shall be the single point of contract for the bank.
- ❖ The selected bidder should provide an online web portal with the following capabilities:
 - The portal should provide access to the entire log from the day of inception at any given point of time.
 - The portal should be available to the bank users 24x7x365
 - Option to send promotional bulk message with different Sender IDs. There should be provision to send instant message and schedule the delivery of SMS. Portal should also have Bulk uploading of SMS as well as report for the same campaign.
 - The portal should have user management facility and should have different levels of access for different categories of users.

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- The online portal should have capability of masking the SMS contents when shown to a certain set of users
- The portal should provide filters based on (but not limited to) range of dates, mobile numbers, service type, content, mail IDs etc. as applicable to each type of the service provided.
- There should be an option on front end portal for adding / disabling / enabling any source application interface for sending SMS.
- The portal should be able to generate automated SLA compliance report
- Any other MIS report as and when required bank must be incorporated in the online portal without any additional cost.
- ❖ The bank shall have the discretion to audit the successful bidder's infrastructure setup and flow for verifying the authenticity of the data with respect to the real time automatic delivery reports and other related reports before and during the contract period.
- ❖ All the application or API related to all the services such as SMS Alert, Missed call Alert, IVR, Bulk mail and App notification should be established in the DC and DR.
- ❖ It should support multiple Sender IDs i.e. different Sender IDs for different categories of SMS or service.
- ❖ The messaging Platform must support transmission of large scale messages to multiple users in multiple mobile networks.
- ❖ The messaging Platform must support acknowledgement based mobile messaging with guaranteed message delivery information.
- ❖ The messaging Platform must give commitment to service levels with guaranteed delivery times.
- ❖ Pull SMS service to customer is required by receiving requests from them, permitting them to pull status of his/her service request by sending SMS in pre specified formats (SMS Codes such as BAL, MINSTMT, PROD, CARDBLOCK etc.).
- ❖ The solution should provide the option for source applications to send SMS either via web services or through DB inserts.
- ❖ Service provider should provide web service to the source application to access the delivery status of any SMS.

2.3 Miss call

- ❖ Missed call services like Missed call balance enquiry, Mini Statement, Aadhaar Seeding, Debit Card Hot-listing, Car Loan, Home Loan etc.
- ❖ For enabling PULL SMS facility, the bidder will be required to provide long codes, short codes and Virtual Mobile Numbers (VMN) for missed call facility as per requirement for the use of the bank without any cost, for receiving incoming SMSs in predefined formats from its customers. Further the bidder should also have the option of utilizing the existing VMN number without additional cost.
- ❖ Facility to regulate no. of miss call response SMS to be addressed per mobile no for a time period with multi-level actions/custom SMS message for each category. (For example - Max 5 miss call to be responded, next 2 miss call to be responded as "service usage limit exceeded for the day" and next all miss call to be discarded. Count should be per day per mobile no)

2.4 IVRS

- ❖ The bank intends to use the automated outbound IVR voice call service for delivery of OTPs through voice calls (where OTP SMS delivery fails)
- ❖ The IVR voice calls shall be initiated to the customers, if the OTP delivery confirmation is not received within 30 seconds of sending the message.
- ❖ IVR should also perform the following functions:
 - Transactional OTP shall be delivered to customers through IVR voice calls within the prescribed time in cases where delivery of the same via SMS fails.
 - Promotional/informational messages shall be delivered to customers through IVR voice calls as and when required by the bank.
 - It will be integrated with the call center.
 - IVR services may be integrated with other applications like card hot listing, blocking of user – id, suspension of accounts etc, PULL service.
- ❖ The system shall be capable of delivering the messages in ISO messaging standard.
- ❖ System must include flexible message recoding that allows the bank to update messages as and when required on upcoming events or programs.
- ❖ The system must provide standard reports specifying detailed information on calls. The selected bidder will also customize reports and provide email notification on status of individual accounts if necessary. Users must have the ability to access standard reports from a remote PC.
- ❖ The selected bidder shall provide application(s) software, installation thereof, patch management, maintenance of application(s) software.
- ❖ The selected bidder should be capable to integrate technological correlated services like Social Media integration, Google notification, WhatsApp etc.
- ❖ The selected bidder should be capable to integrate App Notification and Web / Browser based Notification with the Bank's app and website.
- ❖ The selected bidder should be capable of sending voice messages and email messages in case of failure in sending SMS message as per Bank requirement, without any additional charges or set up cost.

3 Terms and conditions

3.1 Notification of Award / Purchase Order

Bank will be selecting the L1 bidder based on the commercial Bid submitted in the format of Annexure-F. After selection of the L1 bidder, as given in Clause 3.9 & 3.10, and after obtaining internal approvals and prior to expiration of the period of Bid validity, OGB will send Notification of Award / Purchase Order to the selected Bidder.

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

3.2 Terms of the Order

The performance of the selected bidder shall be reviewed every quarter and the bank reserves the right to terminate the contract at its sole discretion by giving two months 'notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection. However Bank reserves the right to extend the contract for a further period of one year with the same terms & conditions at mutually negotiated cost. After selection of the vendor, Bank will issue Letter of Intent (LOI) and thereafter vendor has to submit performance Bank guarantee and execute service level agreement with the Bank and thereafter Bank will issue Purchase Order for providing services as

SMS Aggregator. Bidder has to submit the PO acceptance letter within 7 days from the date of issuance of Purchase order.

3.2.1 Language

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

3.2.2 Contract period

The period of contract is initially for three years from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor on the satisfactory performance of the Bidder at the sole discretion of the Bank at mutually agreed terms.

3.2.3 Price

Price shall remain fixed for a period Three (3) years from the date of Notification of award / Purchase Order. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained. In case of renewal, the prices may be arrived at a mutually agreed terms.

The prices selected through the bidding process binding for the contract period. However, in case of any statutory obligation, bidder should submit all the relevant documents. Bank may consider if the genuineness is established through proper technical negotiation of Bank based on the document submitted and Bank's internal enquiry. In genuine case, mutually agreed price may be revised. However in no case prices shall be revised before the expiry of 24 Months from the date of successful implementation and negotiation.

Any changes/customization required for regulatory adherence or compliance enforced by Govt. of India, RBI, NABARD, NPCI, TRAI or DOT must be done without any additional cost or price revision.

3.2.4 Repeat Orders

OGB reserves the right to place Purchase Orders with the selected /bidder Supplier for any or all of the services at the agreed unit rate, i.e. the rate contract during the period of as per clause-3.2.3.

After selection of the L1 Price, Bank may select L2 or L3 bidders as service provider if they agreed to match L1 price structure in case L1 fails to implement or abide by the RFP terms and conditions. Bank may give the order to the selected Vendors by issuing work order as and when required case to case basis to the selected Bidders.

In case the L1 service provider fails to implement the project as per the RFP terms and conditions within the time period mentioned in the RFP, then the Bank may use the PBG.

3.3 Taxes and Duties

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

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

The bidder shall meet the requirements of Goods & Services Tax (GST) as and when made applicable by the Government of India. In case the successful bidder receives any benefit in terms of tax/GST/duty, then the same benefit may be passed on to the Bank.

3.4 Implementation schedule

The selected bidder has to provide the SMS Services as per the 'Broad Scope of Work' mentioned herein above within one (1) month from the date of award of contract / issuance of Letter of Intent.

The purchase order will be provided by the Bank only if the Bank is satisfied with the services offered by the bidder during the pilot period (1st month).

Time shall be the essence of the contract. If the bidder fails to operationalize the project within the stipulated time schedule or by the date extended by the Bank, it will be a breach of contract. In the event of the Bank agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank Guarantee shall be extended by further period as required by the Bank before the expiry of the original bank guarantee.

3.4.1 Acceptance Test

The selected bidder in presence of the Bank authorized officials will conduct acceptance test. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

3.5 Delivery Addresses

Setup and maintenance of the server application should be done at DC, Chennai and DR at Hyderabad. Vendor must have support and service center at Chennai and Hyderabad. In case not available the bidder should provide undertaking to maintain one office there.

SI No	Location	Address
1	Data Center, Chennai	Nxtra Data Ltd., Siruseri, Chennai Chennai Tamil Nadu.
2	Disaster Recovery Center, Hyderabad	STT Global Data Centres Ltd. Madhapur, Hyderabad, Telengana.
3	Head Office, Bhubaneswar	Head Office, Odisha Gramya Bank, Gandamunda, Khandagiri, Bhubaneswar - 751030

3.6 Penalty for default in Delivery

The penalty to be imposed in the RFP will be as per the point 3.8.2 of the RFP. In the case of delay in compliance with the order beyond 15 days of the stipulated time period, OGB will have the right to cancel the order as per the RFP terms and conditions.

3.7 Warranties and Support

The successful bidder shall provide comprehensive on-site warranty for 2 years for the products with back to back support/arrangements from the respective OEM from the date of acceptance of hardware / software with 4hrs response and 48hrs resolution time

The successful bidder / OEM should ensure that the Equipment proposed in this PROPOSAL DOCUMENT, should not be declared as EOL or EOS by the OEM within the 3 years contract period.

Bidder guarantees the whole of the Goods against any defects or failure, which arise due to faulty materials, workmanship or design (except materials or design furnished by OGB)

If during the Warranty Period any Goods are found to be damaged or defective or not acceptable, they shall promptly be replaced or rectified /re-furnished or rendered by Bidder at its own cost (including

the cost of dismantling and reinstallation) on the request of OGB and if removed from the Site for such purpose, Bidder has to repair or replace / re-furnish, rendered all goods shall be removed and re-delivered to OGB by Bidder at its own cost.

The bidder shall be required to provide all future updates and upgrades for the solution provided free of cost during contract period. If however, the upgrades is not available then the support for the implemented solution should be available at any point of time. An undertaking to this effect is to be furnished by the Bidder.

3.8 Service Level Requirements for SLA

3.8.1 Uptime

The bidder shall guarantee an uptime of 99.5% on monthly basis which shall be calculated as accessibility to the SMS gateway for all the services that are availed by the Bank. The ' Uptime' is equal to total contracted hours in a quarter less Downtime. The 'Downtime' is the time between the time of report by the Bank and time of restoration of service within the contracted hours. Restoration is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a month will be treated as 30 days. If the bidder fails to maintain guaranteed uptime of 99.5% on monthly basis, Bank shall impose penalty. If the uptime is below 98%, the Bank shall have full right to terminate the contract under this RFP.

3.8.2 Penalty

If the selected bidder fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the bidder.

The entire solution (comprising of all aforementioned services viz. SMS/Miss call/IVR/Web portal/Web service) must have 99.5% uptime and should be available on 24x7x365 basis. However, scheduled downtime will not be added for uptime calculation, provided the same is not too frequent.

The Bank expects 100% availability of all services (SMS, Missed call, IVRS etc.) and at least 99% success rate of delivery for transactional SMS. The uptime as well as success rate of the complete solution is to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months at the discretion of the Bank, as detailed under but not limited to parameters like service uptime, success rate of delivery and availability of delivery report.

Availability calculated on monthly basis	Penalty Amount
>= 99.5%	No penalty would be deducted
>= 98 % to < 99.5%	5% of amount payable for the invoice raised for the respective billing period
>= 95 % to < 98 %	10% of amount payable for the invoice raised for the respective billing period
>= 92% to < 95%	15% of amount payable for the invoice raised for the respective billing period
< 92%	30% of amount payable for the invoice raised for the respective billing period

Success rate calculated on monthly basis	Penalty Amount
>= 95%	No penalty would be deducted
>= 93 % to < 95%	5% of amount payable for the invoice raised for the respective billing period
>= 90 % to < 93 %	10% of amount payable for the invoice raised for the respective billing period
>= 85% to < 90%	15% of amount payable for the invoice raised for the respective billing period
< 85%	30% of amount payable for the invoice raised for the respective billing period

SMS Services:-For the above clauses, the successful bidder whenever submitting the invoice to the Bank have to specify the percentage (%) of SMS messages successfully delivered in all the categories mentioned above as well as the uptime of availability of the services.

SMS/Miss call SMS to be counted as successful, it should satisfy the delivery time frame as specified in point 2.2

Any penalty plus taxes as applicable shall be adjusted with the payments which are to be incorporated in the invoice without fail.

Voice call over IVR:

The bank expects 99.95% success in initiation of voice call over IVR in case of delivery failure of OTP's through SMS. Failure to initiate the call shall attract penalty as under:

Particulars	Penalty
Failure to initiate calls	100% plus GST
Delay in initiating the call: If the OTP message delivery confirmation message is not received within 30 seconds of sending the message and thereafter:	
1. If the IVR call is not initiated after 15 seconds but before 30 seconds.	25% plus GST
2. If the call is initiated after 30 seconds.	100% plus GST

All penalties are applicable independently from each other can be levied all at once as per the violation of terms and conditions.

3.9 Performance Bank Guarantee (PBG)

The Successful bidder shall, within 30 calendar days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) in the format of Annexure-H equal to 10% of total value of the Purchase order (exclusive of taxes), valid for minimum of 36 Months, with a claim period of 6 (six) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to the value of the PBG from the payments due to the bidder.

3.10 Payment Terms

- Payment for the Services will be made on monthly basis in arrears after receipt of the bill from the selected bidder subject to the verification of the service level reports with all necessary documents.
- Bank shall reimburse the rate per SMS x actual no. of SMS sent during the month.
- Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties or any other external factors like downward movement of foreign exchange rates etc. would be passed on to the Bank suo moto.
- Payment will be done on receipt of invoice along with category wise usage summary report and SMS log DVD. The following conditions will be applicable for the payment:-
 - Successfully delivered services will be paid in full.
 - Rejected/Undelivered/DND/Invalid/Duplicate SMS will not be paid.

- Rejected /Undelivered IVRs will not be paid.
- Penalties shall be applied as per the penalty clause given below. Penalties, if any, will be deducted from the amount payable monthly against the respective invoice.
- The Bank shall compare the SMS counts provided by the successful bidder for receiving payment with the count of SMS generated by the CBS system/any other business application in all applicable cases.

3.11 Cancellation of order

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

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

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

3.12 Confidentiality

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

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

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

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

The terms of this clause shall continue in full force and effect for a period of three (3) years from the date of disclosure of such Confidential Information.

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

3.13 Amendments to the Agreement

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

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

3.14 Bidder’s Liability

The selected Bidder will be liable for all the deliverables.

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

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

3.15 Governance Structure

Sl.No.	Governance Layer	Governance Participants		Responsibilities	Review Frequency
1	Operations	Bank IT Committee	SI Service Delivery Mgr	Issue resolution and escalation Manage people issues Plan, track and review SLAs Plan and track time lines	Ad-hoc
2	Change Management	Bank GM-IT HEAD-IT Concerned Department Head	SI Service Delivery Mgr	Change Approval and Implementation	Ad-hoc

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

3.16 Extension of RFP/Contract

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

OGB at its sole discretion may extend the contract after five years from the date of release of First Purchase Order in each Category of links on mutually agreed terms between the service provider(s) and bank.

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

3.17 Termination of Contract

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

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

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

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

3.18 Effect of Termination

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

Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB.

- OGB shall make such prorated payment for services rendered by the Bidder and accepted by OGB at the sole discretion of OGB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- OGB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from OGB. OGB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

3.19 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

3.20 Corrupt and Fraudulent Practices

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

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

3.21 Compliance with Applicable Laws of India

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

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

3.22 Legal Compliances

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

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

3.23 Applicable Law and Jurisdiction

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

3.24 Damage/Loss of OGB property

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

3.25 Exit option and contract re-negotiation

- a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause.
- b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.
- c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.
- d) Reverse transition mechanism would be activated in the event of cancellation of the RFP/contract or exit by the parties prior to expiry of the RFP/contract. The Bidder should perform a reverse transition mechanism to OGB or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to OGB or to an alternative 3rd party / vendor nominated by OGB. Where OGB elects to transfer the responsibility for service delivery to a number of vendors, OGB will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- e) The reverse transition services to be provided by the Bidder shall include the following:
 1. The Bidder shall suitably and adequately train OGB or its designated team or new service provider for fully and effectively changeover of bank's network.
 2. Bidder shall provide adequate documentation thereof.
 3. The Bidder shall jointly manage the Links with OGB or designated team for a reasonable period of time
- f) **Knowledge Transfer:** The Bidder shall provide such necessary information, documentation to OGB or its designee, for the effective management and maintenance of the Deliverables under this RFP/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services. Such documentation will be subject to the limitations imposed by bidder's Intellectual Property Rights of this RFP/Agreement.
- g) **Warranties:**
 1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of OGB. The bidder shall execute any and all such documents as may be necessary in this regard.

2. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
 3. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
- h) The rates for availing services during reverse transition period would be the same as payable during the RFP/contract period for the respective services, during which the existing Bidder would transfer all knowledge, know-how and other things necessary for OGB or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.
 - i) OGB shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
 - j) OGB and the bidder shall together prepare the Reverse Transition Plan. However, OGB shall have the sole decision to ascertain whether such Plan has been complied with.
 - k) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/contract it would extend all necessary support to OGB or its selected vendors as would be required.

3.26 Resolution of disputes

- The Bank and the bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum.
- The dispute resolution mechanism to be applied shall be as follows:
 - In case of Dispute or difference arising between the Bank and a Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the contract is above Rs. 1 Crore, the arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Bank and the Supplier.
 - Arbitration proceedings shall be held at Bhubaneswar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
 - The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also

the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

- Where the value of the contract is Rs. 1 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

3.27 Indemnity

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and/or actions and against any law suits of any kind initiated against the Bank.

3.28 Force Majeure

Any failure or delay by vendor or Bank in performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non performing Party, is not a default or a ground for termination. The affected Party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event.

3.29 Intellectual property right

The Bidder warrant that in the course of providing the services, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for system software and application software. The Bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement, PROVIDED HOWEVER, the Bank agrees to give prompt notice to the Bidder of any such claim or action, gives complete authority and freedom to the Bidder in defending and/or settling such claim and gives all reasonable assistance to the Bidder in doing so. The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between OGB and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.

3.30 Subcontracting

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under this assignment without the prior written consent of Bank.

3.31 Publicity

Any publicity relating to the work to be carried out in BANK is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Bank. Successful bidder must give a declaration in this regard duly signed by them.

4 Technical specification

- 1 The messaging Platform provided by the bidder must have direct access to the SS7.
- 2 The bidder must be registered as a Telemarketer on TRAI DLT platform.
- 3 The solution offered should provide Push and Pull based SMS alert services to the bank.
- 4 The bidder should have the capability to interface with any of the Bank's live applications at a future date without any cost. The SMS Services should have the capability to meet this requirement without any change in its functionality
- 5 Sender ID allotted by TRAI on DLT platform for our Bank should not be used by any other purpose without written permission of Bank.
- 6 The bidder should have the facility of online filtering of the DND numbers on real time basis
- 7 The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by the Bank and deliver the alerts as per the priorities defined.
- 8 Check should be properly imposed to avoid duplicate/multiple SMS delivery to customers.
- 9 The solution offered should be a Multilingual messaging solution supporting all Indian languages as per Schedule 8 of the Indian Constitution. Support for English, Odia (ଓଡ଼ିଆ) and Hindi (हिंदी) are mandatory.
- 10 The solution should update actual status of SMS delivery in real time for each step of life cycle in both push and pull architecture. Separate status should be maintained e.g. pulled/received, sent to operator, delivered to customer, undelivered (with reason) etc.
- 11 The solution should be capable of generating detailed report in Excel/PDF and any other format specified by the Bank. The software should be capable of providing the Mobile-wise, Date-wise, Product-wise, Category-wise reports, transaction based reports, Short code wise, Sender ID wise, aggregated reports per category. The reports should contain timestamps of SMS received at Bidder's Server, SMS sent to the Telecom operator, actual delivery to the end user and final status of SMS alert along with status description. Web console to view, find, download and share reports for a range of dates, applications and services. Reporting should provide reports for PUSH, PULL, schedules SMS, block out SMS, Email2SMS and any other services provided to users. Must have advanced filter option such as but not limited to: Transaction-ID, Content, Date, Operator, error etc.
- 12 Provision to export report to different file formats like excel, pdf. Txt etc.
- 13 OBD (other Business development) calls based on text to voice (using Text – to-Speech).
- 14 Scheduling of bulk voice campaigns.
- 15 Integration of missed call with OBD/SMS service.
- 16 The reporting panel should provide report for all the services.
- 17 Platform should adhere to all the TRAI guidelines as existing today and be able to support amendments from time to time.
- 18 Bidder to maintain the data with regard to SMSs sent during contract period. The data maintained should have the following minimum fields: Mobile Number/MSISDN Complete

- | Message text | Message Category | Bearer (GSM/CDMA) | Operator Circle |
|--|-------------------------|--|---|
| National/International | Sender Name/ID | Date/time of SMS received at the gateway | Date/time of SMS send to the operator |
| Date/time of SMS delivered to the end subscriber | Final Status of the SMS | Status description | Bidder should retrieve and provide the required data to Bank within 24 hours of receiving request in this regard from Bank. |
- 19 The bidder should provide all the messages sent to their gateway in a CD/ DVD as per the Bank's format on monthly basis containing details specified at point above.
 - 20 Prevention of SMS flooding (same content SMS multiple times repeatedly) on a particular number.
 - 21 Bidder must able to handle PULL with keyword (e.g. BAL, MINISTMT, CARDBLOCK etc.) and without keyword and integrate with our CBS for desired action.
 - 22 Should work on 10 digit VMNs and short code.
 - 23 Automatic alert and recognition of single point of failure.
 - 24 Life cycle management of SMS pull service with comprehensive reporting and log management.
 - 25 Analytics on the live and backup/archive SMS data.
 - 26 The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the Bank.
 - 27 It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution at all levels for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, IBA, MASTER CARD and VISA etc. at no extra cost to BANK.
 - 28 DND compliance will be the responsibility of the Bidder/Service provider.
 - 29 Bank will not enter into any contract with any telecom, carrier or service provider. The bidder shall be the single point of contact for Bank RFP.
 - 30 The solution offered should be scalable to meet the requirements of the Bank for the next 2 years from the date of award of contract.
 - 31 For promotional SMSs, solution should provide features including but not limited to below, in addition to other features specified in the RFP: Online Website/Portal based access. Menu Driven Graphical User Interface (GUI) based access User ID/ Password based access to website/portal. Facility of Admin Users to create/modify/delete/maintain users for various locations within Bank. Sending SMS to one/many mobile numbers Upload of Mobile Numbers through Excel and Txt formats. Scheduling SMS Provision of Web-based reports for download in Excel/Txt/PDF format MIS for promotional SMSs user ID wise, period wise, status wise.
 - 32 The bidder should provide Dashboard/Website/Portal for Administration features like monitoring of total messages sent within a day/ week/ month, time delay (if any) in sending the messages, no of failed messages (with reasons for failure), duplicate messages, invalid mobile numbers, No of push, pull, promotional messages sent.
 - 33 The messaging platform must support Reliability and timeliness, Secured & trusted environment, single entry point and uniform application access.
 - 34 The messaging platform must be able to send, receive and process various categories of SMS services like Broadcast, Scheduled, Events, and interactive SMS.
 - 35 The messaging platform must be able to send e-mail which can be in the form of Broadcast, Scheduled, Events, and interactive SMS.
 - 36 The messaging platform must support Email to SMS service wherein incoming emails are send to intended recipient in form of SMS messages.
 - 37 The messaging platform must support the transmission and receipt of SMS messages incorporating any required data encoding, splitting and concatenation.

- 38 The messaging Platform must support integration of the SMS gateway with various business applications. Initially it is expected that the bidder should integrate their application with CBS, Internet & SMS Banking application of M/s Infosys.
- 39 Bulk SMS must support comprehensive range of application interfaces like SMPP Interface, (S)FTP interface, Web/Simple Interface, Upload interface, Group Message Interface, http Interface.
- 40 Bulk SMS must support both instant mode and scheduled mode.
- 41 The messaging platform must support defining multiple SMS to be pushed for categories of users.
- 42 The messaging platform must support interactive workflow so that the customer should be able to send the response back to the system
- 43 The messaging platform must support web based interface to see the reports. Following criteria may be used to generate the report: 1) Specific Time period Report 2) Mobile No. wise report 3) Summary report (Count for the time period) 4) Detailed report 5) Level wise report
- 44 The messaging platform must support a comprehensive reporting portal to facilitate cross check the delivery time & other details by bank officials in case of customer queries regarding particular alert on a particular date.
- 45 The message platform must support Sender ID mask. (Sender ID may be a defined alphanumeric string, which is visible on the phone as send id. This may be any string defined by the Bank)
- 46 All SMS messages are to be delivered to the mobile subscriber within 10 to 60 seconds (depending on criticality of the application) of receipt of the message at bidder's server with acknowledgement for delivery of each SMS message.
- 47 Bidder should submit flat file on daily /weekly/ monthly/ quarterly/half yearly/annually basis containing SMS generated for each customer and SMS charges thereof for each transaction.
- 48 The bidder should deliver messages to subscribers of all mobile service providers.
- 49 The messaging platform must adhere to all guidelines prescribed by RBI/GOI/DFS regarding SMS services.
- 50 The messaging platform must adhere to all the extant guidelines prescribed by TRAI regarding SMS Banking.
- 51 Bidder to establish network connectivity with primary and backup links at bidder's cost
 - Between Bidder's Data Centre(s) and Bank's.
 - Network should adhere to the security standards suggested by bank from time to time (e.g. would be able to support IPSEC, 3-DES encryption etc.)
 - The uptime of the link is bidder's responsibility The cost for procurement of networking equipment and interfacing has to borne by the bidder.
- 52 Bank has implemented Missed Call based services for customers to know their account balance, mini statement, features of Home Loan, Car Loan. These missed call based services are based on call forwarding using http/https connection and in turn SMS is sent to customer on their registered mobile number. The selected vendor will be responsible to continue to provide missed call based services uninterrupted as per existing practices.
- 53 The back-up data of SMS services should be provided to the Bank by the selected bidder in CD/DVD/HDD for future references
- 54 Bank uses middleware approach for SMS service. Bidder has to supply one unit rack server along with OS and necessary software at each DC and DRC location (total 2 unit server) as middleware between CBS and bidder platform through internet VPN.

- 55 The hardware specification and software including OS and database would be as per bidder to fulfil the performance criteria as specified by Bank in this RFP considering the growth rate of no of SMS throughout contract period. In case enhancement or upgradation required to meet desired performance, bidder will do it without any additional cost.
- 56 The hardware and software including OS and database licenses must be genuine and perpetual, whose ownership will be with bank.
- 57 The warranty and support for the hardware and software of the middleware will be responsibility of the bidder.
- 58 The SMS server should be in sync with the Bank's server in both online and offline (CSIS) stage, therefore being able to send SMS instantly round the clock.
- 59 The rack server must be having dual power input with dual SMPS and height should not be more than 2U.
- 60 LAN connectivity from server to switch will be provided by bidder. Thereon bank will arrange the VPN Internet connectivity. Rack space and power will be supplied by bank.
- 61 Hardware sizing to handle minimum 2 lakh SMS / day and scalable up to 10 lakh SMS / day as and when required without any additional cost
- 62 Should be able to accommodate new technologies like integration with Social Networking Sites like Twitter, Facebook, Instagram and WhatsApp etc.

5 Documents for bid submission

- Annexure A – Bidder Information
- Annexure B – Declaration of clean track record
- Annexure C – Declaration for Acceptance of Terms and Conditions and Scope of Work
- Annexure D – Eligibility criteria
- Annexure E – Technical compliance
- Annexure F – Commercial bid format
- Annexure G – Bid security (Performance Bank Guarantee)
- Annexure H – Format of EMD/Bid Security Bank Guarantee
- Annexure I – Pre-Contract Integrity Pact
- Annexure J – Non-Disclosure Agreement
- Annexure K – Undertaking compliance of minimum wages

Annexure A – Bidder Information (on Letterhead)

Details of the Bidder		
1	Name of the Bidder (Prime)	
2	Address of the Bidder	
3	Constitution of the Company (Public Ltd/ Private Ltd)	
4	Details of Incorporation of the Company.	Date:
		Ref#
5	Valid Sales tax registration no.	
6	Valid Goods and Service Tax registration no. (Preferably for Odisha State Code:21)	
7	Permanent Account Number (PAN)	
8	Name & Designation of the contact person to whom all references shall be made regarding this tender	
9	Telephone No. (Cell # and Landline # with STD Code)	
10	E-Mail of the contact person:	
11	Fax No. (with STD Code)	
12	Website	

Financial Details (as per audited Balance Sheets attached) (in Cr)					
Sl No	FY	Annual Turn over	Net Profit	Cash Profit	Net Worth
1	2019 – 20				
2	2018 – 19				
3	2017 – 18				

* If 2019 - 20 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2018 - 19 along with an undertaking letter from the bidder that the 2019 - 20 Statements are not audited.

Reference Customer details					
S. No.	Customer Name	Document reference (i.e. PO/Work Order No etc. and Date)	Name	Phone no.	Email ID

I certify that the above mentioned information and the relevant annexure and enclosures are true and correct.

Date:
Place:

Signature of Authorised Signatory
Name
Designation:
Name of the Organisation:
Seal

Annexure B – Declaration of clean track record

To

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

Sir,

I have carefully gone through the Terms & Conditions contained in the Proposal document for selection of vendor for _____.

I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure C – Declaration for Acceptance of Terms & Conditions and Scope of Work

To

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the proposal document for selection of vendor for **PROPOSAL DOCUMENT No. OGB/ITD/SMS/06/2020-21 dated 09.11.2020** for **“Request for Close Bid Quotation – Supply, installation and maintenance of Interactive Messaging Platform - SMS, Miss Call, IVRS”**. I declare that all the provisions of this PROPOSAL DOCUMENT/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure D – Eligibility criteria

[Eligibility Criteria]			
Sl	Criteria	Complied	Proof of documents to be submitted
1	The Bidder/s should be: A registered company in India under the Companies Act, 1956 / 2013 (Proof required) Concerns registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date and should not be a subsidiary of a foreign company.		Certificate of Incorporation, PAN, TAN, GSTIN Certificate, MSME Regn. and any other tax related document if applicable to be submitted.
2	The bidder should be telecom operator/ tele marketer (must have valid registration with TRAI) or an entity having tie-up with the telecom operator directly and have completed 2 years of experience in operations in India. Re-sellers are not allowed to bid for this tender.		Valid Documents supporting their eligibility criteria like certificate of Commencement of Business, authorized undertaking of the Telecom operator in case of tie up, Telemarketer certificate to be submitted.
3	The bidder may be any one of the following: Government Organisation / PSU / PSE / Partnership firm/ LLP or limited/private limited company.		Valid document to be submitted.
4	Bidder should have direct tie up / arrangements with minimum two telecom service providers / operators for services in India and international operation		Copies of Agreements / Certification with the telecom operators with which it has direct connectivity to be submitted. An undertaking to be provided by bidder to renew agreement up to the validity of Bank's contract period.
5	Bidder should have a capability to handle at least 50 lakhs Real Time SMS alerts per Month since last 6 months for banking transactions of commercial Banks operating in India. 1 lakh IVR/ outbound voice calls on an average per month since last 6 months for each of these organizations.		Relevant letter of satisfactory implementation and current performance from the respective Banks mentioning the volume of Real Time SMS Alerts, IVRs not older than 6 months to be submitted. Experience other than scheduled commercial Banks would not be considered.
6	The bidder should be able to allocate a minimum throughput of:- · 1000 SMS/sec. · 15 IVR dedicated channels for simultaneous voice calls The bidder should have minimum 2 PRIs from telecom operators for calling capability		1. Certificates to this effect from the telecom operator[s] should be submitted with whom bidder has the tie-up to deliver SMS Alerts. 2. Undertaking to be provided as proof. Bidder must submit purchase order (with masking the details).
7	Delivery of SMS alerts and IVRs should be ensured to all National locations without any exception.		An Undertaking to this effect to be submitted on company's letter head.

Supply, installation and maintenance of Interactive Messaging Platform - SMS, Miss Call, IVRS

8	The bidder submitting the offer should have obtained all the necessary licenses from/registered with TRAI for delivery of both Transactional & Promotional SMS and should be registered with TRAI for telemarketing as per RBI guidelines.		An Undertaking to this effect to be submitted on Company Letter Head. Copy of the valid certificate of TRAI to be enclosed. Copy of DLT registration to be enclosed.
9	Bidder should not have been debarred/ black-listed by the Government / Government Agency / Banks / Financial Institutions / Public Sector Undertaking (PSUs) in India.		Self-declaration to this effect must be submitted in company letter head.
10	The bidder should use their own —SMS Gateway Services to deliver the messages to the SMSCs directly. The bidder should have their own infrastructure to send bulk-promotional mails with their own application.		Self-declaration to this effect must be submitted in company letter head.
11	The bidder should Sign the Pre-Contract Integrity Pact using Rs 250 Non Judicial stamp paper or legal paper as per Annexure- I.		
12	The bidder must be a profit making organisation in last 2 FY.		Last 2 years financial audited balance sheet

Note:

In this tendering process, either the telemarketer or the Telecom Operator (both from India) can bid but both cannot bid simultaneously. If a telemarketer submits bid on behalf of the Principal Telecom Operator, the same telemarketer shall not submit a bid on behalf of another Principal Telecom Operator in the same tender for the same service.

Annexure E – Technical compliance

S.NO	SPECIFICATIONS	MINIMUM PATRAMETER	COMPLIANCE (YES/NO)
1			
2			
3			
4			
5			

The bidder is required to provide exhaustive list of the hardware, software, etc. to implement the project.

Dated this..... Day of.....2020

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

Annexure F – Commercial bid format

(Company letter head)

Tender No. OGB/ITD/SMS/06/2020-21 dated 09-11-2020

Table-1: [Commercial Table] Prices in ₹:

Sl	Description	Expected Average Volume per month	Price per Unit up to average volume	Weightage up to average Volume	Cost up to Average Volume	price per unit above average volume	Weightage above average volume	Weighted cost above avg. volume	Total Cost
		[A]	[B]	[W1]	[C=A*B]	[D]	[W2]	[E]	[F = C+E]
1	SMS	30 lakh [A1]	B1	0.80	A1* B1*0.80	D1	0.20	A1* D1*0.20	C1+E1
2	Missed call Alert	1 lakh [A2]	B2	0.85	A2* B2*0.85	D2	0.15	A2* D2*0.15	C2+E2
3	IVR (Push/ Outgoing)	5 thousand [A3]	B3	0.75	A3* B3*0.85	D3	0.15	A3* D3*0.15	C3+E3
4	IVR (Pull/ Incoming)	15 thousand [A4]	B4	0.75	A4* B4*0.85	D4	0.15	A4* D4*0.15	C3+E3
Net Price					C1+C2+C3			E1+E2+E3	F1+F2+F3

Table -2: one time cost for hardware and software required, one unit each at DC and DR

Description	Unit	Price per unit [G]	Total Cost [H]
Rack server with OS	2		G1x2
Associated software including database	2		G2x2
Total			H1+H2

$$\text{TCO} = F1 + F2 + F3 + H1 + H2$$

Note:

The Rate Contract Period will be valid for a period as per the terms of contract of this RFP from the date of issue of PO.

- In the above table 0.80, 0.20, 0.75 and 0.25 are weightages for calculation of the TCO.
- Net Amount quoted **TCO** will be considered for deciding L1 vendor. Selected L1 bidders should match the lowest price quoted by any bidder for the line item 1* of the Table -1 of the Annexure-F. In case L1 bidder doesn't agree Bank has all the right to negotiate with L2 or L3 bidder for L1 pricing and the price of line item 1*. If L2 or L3 bidder agrees then Bank may place purchase order.
- Bidder should indicate applicable GST rate in line items.
- Any delay beyond the stipulated time of the rate contract will attract a penalty as per the RFP.
- All prices are exclusive of taxes.

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

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

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

Supply, installation and maintenance of Interactive Messaging Platform - SMS, Miss Call, IVRS

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

Dated this..... Day of.....2020

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure G – Bid security (Bank Guarantee)

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

Odisha Gramya Bank: _____

Date: _____

BID GUARANTEE No.: _____

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

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

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

(a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

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

This guarantee will expire:

(a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or

(b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid.

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

Dated this..... Day of.....2020

(Signature)

(Name)

Date (date should be one year from the date of expiry of this Bank Guarantee).

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

{Signature of the Authorized representatives of the Bank}

Annexure H – Bidder’s Letter for EMD

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

Subject – EMD with reference to OGB/ITD/SMS/06/2020-21 dated 09.11.2020 for “Request for Close Bid Quotation – Supply, installation and maintenance of Interactive Messaging Platform - SMS, Miss Call and IVRS”

Dear Sir,

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

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

Annexure I – 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.: _____ dated _____) hereinafter referred to as "Tender / LTE" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

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

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

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

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

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

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

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

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

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

Article 1: Commitments of the BUYER

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

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

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

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

Article 2: Commitments of BIDDERS

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

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

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

to show favour or disfavour 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 up to the complete conclusion of the contractual obligations for the complete satisfaction of both the BIDDER and the BUYER or up to the warranty period, whichever is later.

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

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

Article 7: Sanction for Violations

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

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

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

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

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

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

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

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

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

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

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

Article 8: Independent External Monitors

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

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

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

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

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

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

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

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

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

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

Article 9: Facilitation of Investigation

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

Article 10: Law and Place of Jurisdiction

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

Article 11: Other Legal Actions

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

Article 12: Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 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.

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

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

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

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

Annexure J – Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 2020 (“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 K – 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

Name and Designation

Office Seal

Place:

Date:

Annexure L – Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

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

Dear Sir,

Subject: RFP No. OGB/ITD/SMS/06/2020-21 dated 09.11.2020 for “Request for Close Bid Quotation – Supply, installation and maintenance of Interactive Messaging Platform - SMS, Miss Call and IVRS” for Odisha Gramya Bank.

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Annexure M – Performance Bank Guarantee
(BANK GUARANTEE)

Date

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

Performance Bank Guarantee No:

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

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

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

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

Notwithstanding anything contained in the foregoing:

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

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

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

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

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

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