



ODISHA GRAMYA BANK

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

RFP Ref. No. RFP/ITD/002/16-17

REQUEST FOR PROPOSAL (RFP) FOR THE SUPPLY, IMPLEMENTATION AND MAINTENANCE OF SECURED E-MAIL SOLUTION

DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Odisha Gramya Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any 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 the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist in the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources. The Bank Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

INTRODUCTION

Tenders are invited by ODISHA GRAMYA BANK Head Office, Bhubaneswar for supply, implementation and support of Secured e-mail solution for Odisha Gramya Bank, Bhubaneswar.

1. PROJECT SPECIFIC TERMS & CONDITIONS:

1.1. SCHEDULE OF BIDDING PROCESS:

S.No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	RFP / ITD / 002 / 16-17
2.	Date of Issue of RFP	03-Sept-2016
3.	Last date for receipt of queries, if any.	12-Sept-2016, 3 p.m.
4.	Pre Bid Meeting (if Required)	14-Sept-2016, 3 p.m.
5.	Bid Submission Mode.	Through manual Tendering process
6.	Last Date and Time for submission of bids along with supporting documents through the above	01-Oct-2016, 3 p.m.
7.	Last date, time and place for submission of Original DD / Bank Guarantee for Cost of document, EMD.	01-Oct-2016, 3 p.m.
8.	Date, time and venue for opening the technical bid.	03-Oct-2016, 11 a.m.
9.	Date, time and venue for opening the commercial bid	Will be intimated to technically short-listed bidders.
10.	Name of contact officials for DD submission as stated in serial No.7 and for any enquiries.	S. K. Basa – Sr. Manager IT D.D.Mohanty– Sr. Manager-IT A. Patra- Manager-IT
11.	Address for Communication / Submission of Bids	The General Manager, Information Technology Dept, Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. - Khandagiri Bhubaneswar – 751030.
12.	Contact number for any clarification.	0674-2353012 / 0674-2353033
13.	Contact e-mail ID	email@odishabank.in

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 (www.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.

1.1. COST OF BID DOCUMENT & EARNEST MONEY DEPOSIT (EMD) :

SL. No.	Description	Amount in INR
1.	Cost of Bid document (Non Refundable)	Rs. 5,000/-
2.	EMD(Refundable)	Rs. 60,000/-

The above EMD amount should be submitted to bank in form of Bank Guarantee and Cost of Bid document should be submitted in form of Demand Draft in name of “**Odisha Gramya Bank**” payable at **Bhubaneswar**.

PURPOSE OF THE RFP

- Odisha Gramya Bank proposes to implement a secure email set up with latest technology.
- For the above purpose OGB solicit proposals from qualified bidders for providing services for supply, Installation, Commissioning, Implementation and support for e-mail solution.

Schedule of quantity:-

Sl. No	Item	Qty
1	Robust and Secured e-mail software with web interface for end user and/or client software.	1
2	Application and Data Server at OGB Data Center, Chennai	1
3	e-mail Security Appliance with user licenses	1
4	e-mail user license	3000 to 6000

1. SCOPE OF WORK:

The system should be capable of providing the Technical functionalities as described in this RFP document. A brief overview of the requirement is outlined below and it is mandatory for the bidder to submit its response/undertaking of compliance on the following.

1. The Bidder shall be responsible for Supply, Installation, Migration, Integration, Rollout, Operationalization, Failover Testing and Maintenance of total solution comprising Hardware, Storage and Software at the Disaster Recovery Centre.
2. Bidder has to supply the servers and necessary security appliance hardware. All the hardware including servers shall then be property of Odisha Gramya Bank. Bidder has to ensure that the hardware specification should be sufficient to handle the highest possible load of operation without any downgrade in performance.
3. Bidder has to make the e-mail service available in both bank’s intranet network and internet.
4. Bidder shall be responsible for the implementation & support of Centralized Mail/Messaging Solution in OGB Disaster Recovery, Hyderabad with High Availability and backup Data Server at Data Centre, Chennai in real time sync mode. Backup data server should sync in every 1 hours interval.
5. Bidder must warrant that key project personnel (certified solution experts) to be deployed in this project that have been involved in similar projects in the past 2 years. Bidder should provide the experience certificate of the personnel before deploying the resources at the Bank premises.

6. The Bidder shall support & manage the complete infrastructure of Mail Messaging System for a period of 5 years.
7. Bidder shall be responsible for setting up infrastructure for publishing Email services to Internet and securing the same w.r.t messaging services interfacing with ISP provider for DNS record publishing and other setup needs. Odisha Gramya Bank or its Service Integrator shall assist bidder by providing IP link, networking equipment.
8. Bidder shall be responsible for setup/configuration of Email Gateway Appliance (with Anti-Virus & Anti-Spam capabilities).
9. Bidder shall be responsible for setup/configuration of Email Access using Client (over Internet/Intranet), Browser & Mobile Devices/any hand held devices.
10. Bidder shall be responsible for installation of Mail Messaging Client at User Desktop/Laptop so that they are able to use all the features of the proposed Mail Messaging Solution.
11. The solution should allow server side archived data to be stored in encrypted format on a separate database as a separate instance.
12. Allow for the encryption of data during transport for internal and external mails being sent for below listed file format i.e. Zip, txt, pdf, doc, xls, docx, ppt, pptx, xlsx, jpg, bmp,.
13. The size of inbox for user can be selected or changed at any point of time. Authorized personal from Bank will have full authority to decide and change the size of inbox. Bidder needs to make sure that the hardware selection should be scaled accordingly.
14. The solution should allow administrators to add users by individual user name, by team, and by membership Group. *Bidder has to setup Email solution with all the associated components.*
15. Support contemporaneous indexing of email and all attachments.
16. Email Solution provided by bidder should have scalability to support up to 6000 users.
17. Bidder to ensure optimal performance as per sizing above and should take up necessary performance tuning and upgrades if required to maintain the same at no extra cost to bank.
18. The email users should be able to sync email calendar and folders/calendar on the web with desktop email client software.
19. The email users should be able to send and receive email using web based interface with the hosted server.
20. The email solution should provide predefined MIS reports.
21. The Email users should be able to Share calendars and collaborate with Co-workers in desktop email client software or web interface.

22. During implementation vendor has to move the data of existing old e-mail solution of Bank to the new one.
23. After sales support and maintenance of the complete system to provide prescribed uptime.
24. Bidder has to ensure that the e-mail deployment should be as per network architecture in Annexure 'J'. Bank will provide the intranet network, internet connectivity, space in DR, Hyderabad and DC Chennai to place hardware of e-mail solution. Bidder should provide the E-mail servers, backup servers, L3 switch (if any), security appliance and the implementation & maintenance support for e-mail solution.

Mail/Messaging Solution Sizing Parameters

1. The Mail/Messaging Solution shall be deployed in Centralized Architecture. It would be placed at OGB Disaster Recovery Centre, Hyderabad. The solution should be scalable to OGB's requirements.
2. OGB has present requirement of 3000 Mailboxes which may increase to 6000 users in a phased manner over 7 years.
3. The concurrent users at any particular time shall be 30% of the total users.
4. Email attachment policy will be as follows going forward (Email Attachment size would be restricted to 15MB for internal Emails and 10 MB for receiving and sending Emails to outside domains).
5. Email Gateway & security Appliance (with Anti-Virus & Anti-Spam) needs to be configured to be used with Mail Messaging Solution.
6. Email Access using Client (over Internet), Browser & Mobile Devices/any hand held devices.

Bidder must design & implement the complete solution based on the above Sizing Parameters and to meet the objective outlined in this document. The offered solution should meet OGB's requirement for a period of 5 years and there should not be any performance related issues.

Onsite support: Successful bidder will provide its one resource at Bank's Disaster Recovery Center, Hyderabad or Head Office, Bhubaneswar to provide assistance for one year from the date of going live. The resource will be available at the Banks Data Centre or Head Office during business hours 9AM to 6 PM on all working days of Bank. The resource should also be available for telephonic/email support on 24*7 basis (only in case of emergency troubleshooting). Any change in Personnel for Support by the bidder shall be done only on the approval of the bank. The response time for attending the calls at disaster recovery center shall be 1 hour from the time of intimation through e-mail/fax/phone or any other means of communication. In case of delay, bidder shall be penalized as per penalty terms. The resource should have good knowledge on Mail Messaging Solution. The Resource should be qualified engineer with at least 2 years of experience including relevant experience in managing Mail Messaging infrastructure for more than 2500 Users.

Training: The bidder shall impart training to the OGB identified IT officials on the following areas:-

1. Knowledge Transfer Training of the Deployed Solution Architecture and Design – 2 Days

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2. Design, Deployment, Maintenance & Troubleshooting – 2 Days
 3. Mail/Messaging Platform Administration & Management– 5 Days
 4. Basic User Level Troubleshooting – 2 Days

Training infrastructure and place of training would be provided by the bank. The bidder will have to ensure that training is imparted in a professional manner through Qualified Personnel and Course Materials would have to be provided for the same by the bidder.

DLP (Data Link Prevention) Solution: The solution should be capable of providing DLP (Data Link Prevention) solution at Mail Messaging Gateway. Features of DLP solution as below:

1. **Discover** where data is stored across your endpoints and servers; identify true data owners and be alerted to unusual activity
2. **Monitor** how data is being used when users are on and off the corporate network
3. **Protect** data by notifying users about policy violations, securing exposed files and folders, and stopping outbound communications
4. **Manage** data loss policies, workflow and remediation, reporting and administration from a powerful web-based management console.

Email Authentication tool: If require the Mail Messaging Solution will provide one extra Authentication tool which will be useful as an anti-phishing technology as after adopting above authentication method users will always receive legitimate mail without risk. . It can stop such emails from entering bank's mail system as well as prevent customers (whose ISP have also deployed similar solutions) from receiving them. It will help Bank to control direct domain spoofing and the impact of phishing and fraudulent email messages delivered to end-users. Deployment of these solutions can also ensure that most of the spoofed emails sent are dropped without ever getting delivered thus protecting Bank's customers and users against possible frauds as well as mis-information.

2. EXISTING INFRASTRUCTURE IN OGB: OGB branches are currently using Freeware e-mail solution (Squirrel Mail) for 600 users, which includes Head Office & Branches. In order to meet the growing needs of the organization, OGB has taken a decision to implement Centralized Mail Messaging Solution at OGB Disaster Recovery Centre (Hyderabad) to meet the following business needs of the organization.

1. Enterprise Class, Secure & Unified Mail/Messaging System to support the growing business needs.
2. Flexible & Easy to Use with full featured experience across all —3 Screens – PC, Phone / any hand held devices & Web.
3. Advanced Security with Anti-Virus & Anti-Spam capabilities.
4. Support for High Availability &Failover.
5. Simplified Administration with Web-based Management Console. Mail/Messaging Solution should have Low Maintenance / Management requirement.
6. Domain Name will be **odishabank.in**.

INSTRUCTIONS TO BIDDERS**ELIGIBILITY CRITERIA:**

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described herein. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation. The invitation to Bid is open to all Bidders who qualify the Eligibility Criteria as given below:

1. **Company operation:** The Company participating in the bid should be registered in INDIA as per the Companies Act, 1956 / 2013 and should have been in operation for a period of at least 3 years as on date of RFP or have its registered office within the jurisdiction of INDIA. Copy of company registration certificate along with memorandum and articles of association are to be submitted with technical bid (Documentary proof should be attached).
2. **Net Profit:** The bidder has registered net profit (after tax) for at least one (1) financial year. (Documentary proof should be attached)
3. **Experience:** The bidder shall be engaged in providing and managing e-mail solution with support service in India for the last 5 years in 2 organizations out of which 1 should be a PSU bank. The solution should be deployed/running successfully in at least 1 PSU banks/FIs in India consisting of at least 3000 users/mailboxes in each implementation. Testimonials evidencing the experience have to be submitted along with the technical bids. 1 PO to be connected as documentary proof.
4. **Bidder's OEM Experience:** The proposed OEM Solution should have been implemented in 2 organizations in India during last 5 years. The OEM solution should be in use. Each of such projects should have a user base of at least 1000 users.
5. **Turnover:** Total turnover for the bidders company (not parent company) for last two financial year should be minimum Rs.60 Lacs each FY. Certificate from chartered accountant for last year as documentary evidence along with the technical bids.
6. **Software standard:** The proposed mail messaging solution should have published/ declared product support life cycle for next 5 years. The Mail messaging solution and operating system software licenses shall be genuine, perpetual, full use and should include updates, service packs, patches, bug fixes etc. directly from the respective OEM during the contract period. Supporting document should be submitted with the technical bids.
7. **Market Reputation:** The bidder should not be involved in any litigation which threatens solvency of company. The bidder should not have been blacklisted by any Public Sector Bank / PSU's /de-empanelled from Odisha Gramya Bank in the past. A self-declaration letter by the Bidder, on the Company's letter head.
8. **OEM as Bidder:** In case the bidder is Original Equipment Manufacturer (OEM) he/she shall have IP (Intellectual property) rights for the products/software offered to Odisha Gramya Bank and an

undertaking to this effect to be given. In case of authorized representatives/ reseller such authorization from the OEM should be submitted with the bid.

9. **Support Base:** The bidder should have strong service and support network in Hyderabad, Chennai and Bhubaneswar. The bidder should submit a list of its engineers mentioning therein name, designation, qualification, experience, contact numbers and local address of company & its Branches along with the technical bid.
10. **Hardware Standards:** The OEM and specification of proposed hardware to be supplied by bidder should be genuine and sufficient for smooth and good performance of e-mail solution. Bidder has to submit the technical specification and self-declaration by OEM and Bidder's Company in company letter-head. Bidder has to provide a certification of performance from any of the previously implemented institute. The hardware should have at least 3 years of warranty. Warranty certificate / declaration from OEM should be provided.

Additional Documents

- i) The bidder must be a registered company/firm. Certificate of Incorporation should be enclosed.
- ii) The bidder should have service centers in Odisha and preferably in Bhubaneswar.
- iii) The Bidder should have been registered with Sales Tax/ Commercial Tax Department for Work Contract Tax / VAT/CST.
- iv) Copies of Company PAN /ST No. / Service Tax Registration Certificate to be enclosed. The Service Centre of Odisha must be incorporated with the Service Tax authorities, hence the Service Tax Registration certificate must indicate the Odisha service center address also.
- v) Copies of the latest monthly/ quarterly filing of Service Tax and VAT to be submitted.
- vi) **MAF from OEM to be provided.**

The bidders who ever is not submitting the relevant documents to the eligibility criteria will be summarily rejected.

BIDDING INFORMATION

1. COST OF BIDDING

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

2. BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not

substantially responsive to the Bidding Documents 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. Bidder should strictly submit the bid as per RFP failing which bid will be rejected as non-responsive.

3. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.

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

4. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the date of opening of technical bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (www.odishabank.in) and will be binding on all who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

5. CONTACTING THE BANK

Any effort by a bidder to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties.

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

The purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the bank's action. The bank reserves the right to accept or reject any technology proposed by the bidder.

7. MODIFICATION AND WITHDRAWAL

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will allowed to be modified after the submission of bid. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

8. REVELATION OF PRICES

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

9. TERMS AND CONDITIONS OF THE BIDDING FIRMS

The bidding firms are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids. The bidders are advised to clearly specify the deviations, in case terms and conditions of the contract applicable to this invitation of tender are not acceptable to them.

10. LOCAL CONDITIONS

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

11. CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

12. BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money of Rs.60,000/- in the form of BG as per Annexure 'I' for the period of 6 months and claim period of 45 days favoring ODISHA GRAMYA BANK, payable at Bhubaneswar and filling all the details in the format available in annexure. In case of unsuccessful bidder, EMD will be returned on completion of tender process and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee.

13. DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If specified date of submission of bids being declared a holiday for the Bank, the bids will be received up to the specified time in the next working day. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.

14. PERIOD OF VALIDITY OF BIDS

Bid shall remain valid for 180 days from last date of submission of bid prescribed by OGB. A bid valid for shorter period is liable to be rejected by OGB. The bidders may be required to give consent for the extension of the period of validity of the bid, if so desired by OGB in writing or by fax. Refusal of such consent would not forfeit the Bid Security and granting of request will not allow the bidder to revise/modify his bid.

15. LATE BIDS

Any bid received by the Bank after the deadline for submission of bid will be rejected.

16. OPENING OF BIDS

All the bids will be opened at the date, time and locations mentioned in RFP (as per tender schedule). The technical bids will be opened in the presence of representatives of the bidders who choose to attend. The bidders names, modifications, bid withdrawal and the presence or absence of requisite Bid Security and such other details, as OGB at their discretion, may consider appropriate will be announced at the bid opening.

17. BID CURRENCY

The Prices in the bid document shall be expressed in Indian Rupees (INR) only.

18. LANGUAGE OF BID

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and OGB, shall be written in English.

19. SUBMISSION OF PROPOSALS (METHODOLOGY)

The Proposal shall be submitted in two separate envelopes – Part I covering the Technical, (except price) and Qualification aspects hereinafter referred to as 'Technical Proposal' and Part II covering only the price schedules hereinafter referred to as the 'Commercial Proposal'. The two parts should be in two separate covers, each super-scribed with the name of the Project (Proposal for Supply, Implementation and Service

support of e-mail solution at for Odisha Gramya Bank, Odisha) as well as “Technical Proposal” and “Commercial Proposal” as the case may be.

All the bid documents should be submitted manually before the final date & time of bid submission at the following address.

**Information Technology Department,
Head Office,
Odisha Gramya Bank,
Gandamunda,
Khandagiri,
Bhubaneswar-751030
Phone: 0674-2353033
E-Mail: email@odishabank.in**

20. Opening of Technical Bids

Documents required in Technical Bid Envelope (Sealed Cover):

1. Bidders undertaking letter – Annexure A
2. Supporting documents as per Eligibility Criteria – Annexure B
3. Bidder Information – Annexure C
4. Product Information as per Annexure D
5. Hardware information as per Annexure E
6. References/Implementation experience certificate Annexure F
7. Acceptance of Compliance Statement Annexure G
8. Technical Requirement as per Annexure H
9. Performa for the Bank Guarantee for Earnest Money Deposit as per Annexure I
10. Signed copy of deployment network architecture as acceptance by bidder per Annexure J
11. Components required for system (Software/Hardware/DBMS / Network Bandwidth/Software Utilities / Middleware etc, including Licenses, AMC and ATS wherever required)
12. Duly signed RFP document and corrigendum, if any
13. Copy of last three years audited balanced sheet.
14. Bid Earnest Money/RFP Money cost.
15. Power of attorney in favour of authorized person signing the Bid documents.
16. Any other document indicating the feature of the product.

Note:

- a. All pages of the bid documents must be signed by authorized person.
- b. All pages of the bid documents should be numbered in serial order i.e. 1, 2, 3...
- c. Technical and Commercial bid to be submitted as hardcopy with the supporting documents.
- d. **Any Technical Proposal not containing the above, will be rejected.**
- e. **Any Technical Proposal containing any price information will be rejected.**

21. Opening of Commercial Bids

- a. **Only those bids accepted after technically evaluation will be considered for price evaluation and their price bids will be opened.**

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- b. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected and it will be binding on the bidder.
- c. In case the bidder fails to accept the contract after it is awarded to him, bank may black list the bidder for any future bidding.

22. Tender Evaluation

1. The Commercial Bid of the bidder whose technical bids were qualified will be opened.
2. On the Total Price quoted by bidders the overall L1 will be determined as the Lowest Bidder (L1). For the commercial evaluation the quoted total price would be taken without considering the taxes, as taxes would be paid by the Bank on actual.
3. The Bank's decision on the evaluation would be final and will be binding all the bidders.

23. CONTACTING OGB OR PUTTING OUTSIDE INFLUENCE

Bidders are forbidden to contact OGB or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

24. VERIFICATION OF REFERENCE INSTALLATIONS

OGB may, if deemed necessary, conduct verification of reference installation to satisfy themselves on the performance of the equipment / services offered with reference to their requirements.

25. CANCELLATION OF BID/ BIDDING PROCESS

OGB reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

26. ASSIGNMENTS

The Vendor shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

27. NON DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the Successful Bidder may have access to the Confidential Information and data of the Bank and its customers. The Successful Bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:

- That the Successful Bidder will treat the Confidential Information as confidential and shall not disclose to any third party. The Successful Bidder will also agree that its employees, agents, sub-contractors shall maintain Confidentiality of the Confidential Information.
- That the Successful Bidder will agree that it shall neither use, nor reproduce for use in any way, any Confidential Information of the Bank without consent of the Bank. That the Successful Bidder will

also agree to protect the Confidential Information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the Successful Bidder shall use reasonable efforts to advise the Bank immediately in the event that the Successful Bidder learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the Successful Bidder, and will reasonably cooperate in seeking injunctive relief against any such person.

- That if the Successful Bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Vendor is bound to maintain the confidentiality. This Clause will remain valid even after the termination or expiry of this agreement
- That the Successful Bidder will strictly maintain the secrecy of Bank's data.

28. 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.

29. 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.

30. INTELLECTUAL PROPERTY RIGHTS

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.

TERMS AND CONDITIONS OF CONTRACT (TCC)

1. ACCEPTANCE OF ORDER

The bidder shall give acceptance within 7 days from the date of order. However, Bank has a right to cancel the order, if the same is not accepted within the stipulated period from the date of the order.

2. SIGNING OF CONTRACT

The successful bidder(s) shall be required to enter into a Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) with OGB, within 30 days of the award of the tender or within such extended period as may be permitted by the bank on the basis of the Tender Document, the Tender of the successful bidder, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

3. WARRANTY & MAINTANENCE

1. The solution should have a comprehensive on-site warranty of one year. Warranty should cover trouble shooting, removing bugs/errors and enhancement (if required). There will be no charges for additional customization during warranty during implementation phase if any upgrades / updates / new version releases comes, it should be implemented at no extra cost to bank. Bidders will ensure smooth functioning of the package for the first 12 months by deputing one on-site support engineer at bank's identified site from 10: 00 AM to 6:00 PM on all working days. The bidder shall also ensure the requisite knowledge transfer to the identified staff of the Bank for maintenance of the system subsequent to the initial on-site support period of 12 months.
2. Comprehensive maintenance and administration of the software for Mail messaging solution shall include among others reloading of software when required or in the event of system crashes / malfunctioning, fine tuning of application & database, system monitoring, log maintenance etc. and any other aspect which may have an impact on the efficacy of the system.
3. ATS will start after completion of warranty period. ATS should cover trouble shooting, removing bugs/errors. Bidders will ensure smooth functioning of the software package during ATS through off-site/ onsite (as per requirement of the bank) support on 24*7 basis. The shortlisted bidder should support for lifetime after completion of the warranty. Lifetime means time up to which bank will be using the application. Implementation charges (Onsite/ Offsite) for ATS related activity should be free of cost.
4. **One Engineer to be provided at Head Office without any extra charge. Engineer should have minimum qualification of Diploma and should have Minimum 3 (Three) years of experience in providing support for maintaining a complete e-mail solution and resolving the issues.**
5. **All Licenses used in e-mail solution should be valid for three year.** The bidder will have to enter into necessary contract with the bank as per bank' prescribed format. **The contract may be renewed for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.**

-
6. **If the Manpower provided by the Bidder found not having technical capabilities the same needs to be replaced immediately with prior approval of bank.**
 7. The bidder may be required to regularly update the e-mail software and any other software including server antivirus and security appliance.
 8. Preventive Maintenance to be conducted quarterly for e-mail solution and for client application annually.
 9. Branches of OGB are having Band Width of 32 Kbps and 64 Kbps. Bidder to connect technical solution along with technical bid for implementation if any.

4. PAYMENT TERMS

- The Payment will be made as mentioned under:
 1. Payment for solution license Cost will be as under
 - 20% will be paid on acceptance of order and submission of bank guarantee to the bank for equivalent amount valid for 18 months from the acceptance of order.
 - Rest 80% will be paid after implementation and go-live of the project.
 2. Payment for the hardware procurement cost
 - 50% will be paid on acceptance of order and submission of bank guarantee to the bank for equivalent amount valid for 18 months from the acceptance of order.
 - Rest 50% will be paid after implementation and go-live of the project.
 3. Payment for the solution implementation cost will be as under
 - 30% after submission of bank guarantee to the bank for equivalent amount valid for 18 months from the acceptance of order.
 - 40% on successful go-live of project.
 - Rest 30% payment after 3 months of successful sign-off of the entire project on satisfactory performance of project.

- Payment for onsite support will be as under

All the post implementation onsite support charges will be payable at the end of every quarter. The monthly invoices along with attendance sheet duly certified by the bank officials shall be submitted for that relevant period.

- ATS of Solution

The ATS cost (after warranty period) shall be paid quarterly after the date of completion of warranty period, subject to satisfactory services rendered, till that date.

- Maintenance charges

No maintenance charges shall be payable in the period of Comprehensive Onsite Warranty and ATS.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 1) The bidder shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2) The Supplier shall not, without the Bank's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the Contract.
- 3) Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the bidder's performance under the Contract, if so required by the Bank.

6. PROJECT MILESTONES

Project milestones are as follows:

- i. Delivery
- ii. Implementation
- iii. UAT
- iv. Go-live

7. DELIVERY, IMPLEMENTATION SCHEDULE & PENALTY CLAUSE

a) Delivery

The final —project time plan should be submitted by the bidder within two weeks of acceptance of order, to the bank for vetting. After getting Sign-Off from the bank on project time plan, the required software product will be delivered to the bank within 2 weeks from the date of purchase order. Besides downloadable form, the software should also be provided in CD/DVD/Hard Disk. In case of delayed delivery or incomplete delivery, the date of receipt of the complete and final components as per the project time plan shall be treated as delivery date.

b) Implementation

The shortlisted bidder should implement all the listed functionalities of the solution in UAT environment within 8 weeks from the date of purchase order.

c) UAT setup

The shortlisted bidder should provide an UAT environment setup for proposed e-mail solution. Any new implementation or changes must be tested with proper test cases in UAT environment before deployment to production environment. Any cost involved in setting up the UAT environment should be borne by the shortlisted bidder. All the test cases must be executed in UAT environment to verify the correctness of implementation. UAT signoff will be given after satisfactory performance of e-mail solution in UAT environment as per test cases.

d) Go-live

The shortlisted bidder should implement all the listed functionalities of the solution in live environment within 1 month from the date of the UAT Sign-off. Penalty is also applicable in case of delay in live implementation of the software product. 2% of the implementation cost will be deducted as penalty per week for delaying in implementation as per schedule, with a maximum of up to 10% of implementation cost.

c) Penalty:**1. For delayed delivery:**

Any delay in providing deliverables will attract penalty of 2% of order value per week (maximum of 15% of order value) for late delivery from agreed schedule. If the delay exceeds 3 months then Bank reserves the right to cancel the order, blacklist the company and recover any payment made by invoking the BG as penalty.

2. For delayed implementation in UAT and Production environment:

Penalty @ 1% per week of total order value for late project implementation subject to maximum of 5% beyond which the Bank reserves the right to terminate the order and forfeit any or all bank guarantees submitted to the Bank.

3. Penalty on account of downtime:

Vendor will be liable to be penalized in case of downtime at following terms if the uptime is below 99.5%: More than 0.1 % to .2% downtime per month 1 % of the order value. More than 0.2 % to 0.3% downtime per month 2 % of the order value. More than 0.3 % to 0.4% downtime per month 3 % of the order value. And so on.... If the uptime is recorded below 99% then 10% of the invoice value payable after each quarter shall be deducted.

4. For delay in Annual Technical Support:

Resolution of the problem is expected within 24 hours of escalation by the Bank as per the support matrix provided by the Bidder. Delay in providing resolution will attract penalty at 2% of the ATS per week subject to a maximum of 20% of the ATS for the year. The bank reserves the right to terminate the contract after giving 30 days' notice, in case the support is not satisfactory.

5. Service Level Agreement:

Bidder has to enter into service level agreement with bank. SLA will include the terms and conditions mentioned in this bid along with the uptime and resolution commitments of the software and hardware offered for mail messaging solution and managed service for maintaining the software and hardware components.

8. RESOLUTION OF DISPUTES

- a) 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.
- b) 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.

- c) The dispute resolution mechanism to be applied shall be as follows:
1. 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.
 2. 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.
 3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
 4. 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.

9. GOVERNING LANGUAGE

The governing language shall be English.

10. GOVERNING LAW AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Bhubaneswar City. The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Bhubaneswar City.

11. DELAYS IN THE SUPPLIER'S PERFORMANCE

Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by bank. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default.

12. UPGRADES AND UPDATES

The bidder shall be required to provide all future updates and upgrades for the solution provided free of cost during warranty and ATS 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.

13. TAXES

The Unit Cost should be exclusive of all applicable taxes. TDS as applicable will be deducted by the bank at the time of release of payment.

14. LIQUIDATED DAMAGES The performance of the successful bidder shall be judged on the following criteria:

-Uptime of the proposed solution

-Reporting of Incidents

Liquidated Damages (Penalty) will be calculated in following two ways:

1) Uptime:

The Successful Bidder is expected to maintain 99.9% uptime of its solution and services. Unscheduled downtime in providing services will attract penalty. It will be equivalent to percentage of downtime calculated on quarterly basis and shall be deducted from quarterly total payment due on account of Onsite Technical Support Charges and Annual Maintenance Charges (notional AMC during the warranty period) payable by the Bank. For assessing/monitoring the downtime, a tool will be provided by the successful bidder to the Bank. The calculation for percentage of downtime will be done as follows:

Percentage of downtime per quarter = $(100xa)/(bx24)$

Where,

a – Total downtime in hours for selected quarter

b – Total number of days during selected quarter

2) Incident Reporting:

As part of Scope of Work, the successful bidder shall be proving real time information of incidents of solution and other devices being down/out of order. The said information has to be provided absolutely correctly and in time. Delay in reporting such incidents and incorrect reporting of such incidents may attract penalty as under: For 1-10 such incidents during a quarter: **1%** of quarterly charges of Onsite Technical Support. For 11-25 such incidents during a quarter: **5%** of quarterly charges of Onsite Technical Support. For more than 25 such incidents during a quarter: **10%** of quarterly charges of Onsite Technical Support. The above penalty will be subject to a maximum penalty of 10% of the total work order in which the penalty is levied. It will be levied separately from the penalty that may be levied on account of downtime as explained in **Clause 14.1**

15. TERMINATION OF CONTRACT

1. The quality of services given by the vendor will be reviewed every 3 months and if the services are not found satisfactory, the bank reserves the right to terminate the contract by giving 30 days 'notice to the vendor. The decision of the bank regarding quality of services shall be final and binding on the vendor. In such case, Bank reserve rights reject any cancellation or termination charges or any pre-termination charges issued by vendor.
2. If the vendor fails to execute the work or any part thereof in accordance with the contract.
3. If abandonment of the work or any part thereof by the vendor.
4. If the progress made by the vendor is found to be unsatisfactory.
5. Failure to deposit the performance bank guarantee asked for under the contract.
6. If the vendor fails to deliver any or all of the services at the nominated site within the time-period(s) specified in the contract.
7. In the event of commencement of liquidation or winding-up (whether voluntary or compulsory) of the vendor or appointment of a receiver or manager of any of the vendor's assets and/or insolvency of the vendor.
8. Distress, execution, or other legal process being levied on or upon any of the vendor's goods and / or assets.
9. If the vendor shall assign or attempt to assign his interest or any part thereof in the contract.

ANNEXURE 'A'

To
The General Manager
Information Technology Division,
Head Office, Odisha Gramya Bank,
Gandamunda, Khandagiri,
Bhubaneswar-751030
Phone: 0674-2353033
E-Mail: email@odishabank.in

Sir

Reg: Our bid for supply, Installation, migration, testing, commissioning of Mail Messaging solution for Odisha Gramya Banks.

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us. We understand that if our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract. We understand that the Bank is not bound to accept the lowest or any bid received by the Bank, and the Bank may reject all or any bid; and it may accept or entrust the entire work to one bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.

We accept that at any point of time bank reserve right to terminate the contract partly or fully, by giving a notice of 30 days without any explanations. In such case, we will not issue any cancellation or termination charges or any pre-termination charges to Bank and Bank reserve right to reject any such cancellation or termination or pre-termination charges if issued by us.

We understand that the names of short listed bidders after the completion of first stage (Technical Bid) and the name of the successful bidder to whom the contract is finally awarded after the completion of the second stage (Commercial Bid), shall be communicated to the bidders either over phone/e-mail/letter/notice board.

Dated at _____ day of _____ 2016.

Yours faithfully,

For _____
Signature _____

Name _____
Address _____

ANNEXURE 'B'

ELIGIBILITY CRITERIA:

S.No.	Eligibility Criteria	Compliance Yes/No	Supporting Documents
1.	The company participating in the bid should be registered in INDIA as per the companies act or have its registered office within the jurisdiction of INDIA.		Copy of Registration Certificate
2.	The bidder shall be engaged in providing and managing e-mail solution with support service in India for the last 5 years in 2 organizations out of which 1 should be a PSU bank. The solution should be deployed/running successfully in at least 1 PSU banks/FIs in India consisting of at least 3000 users/mailboxes in each implementation.		Testimonials evidencing the experience have to be submitted along with the technical bids. 1 PO to be connected as documentary proof.
3.	The proposed OEM Solution should have been implemented in 2 organizations in India during last 5 years. The OEM solution should be in use. Each of such projects should have a user base of at least 1000 users.		Bidder should provide Satisfactory Performance Certificate from at least 2 Clients referred in their proposal. (attach supportive documentary evidence)
4.	Total turnover for the bidders company (not parent company) for last two financial year should be minimum Rs.60 Lacs each FY.		Certificate from chartered accountant for last year as documentary evidence along with the technical bids.
5.	The proposed mail messaging solution should have published/ declared product support life cycle for next 5 years. The Mail messaging solution and operating system software licenses shall be genuine, perpetual, full use and should include updates, service packs, patches, bug fixes etc. directly from the respective OEM during the contract period.		Undertaking Letter from OEM.
6.	The bidder should not be involved in any litigation which threatens solvency of company. The bidder should not have been blacklisted by any Public Sector Bank / PSU's / de-empanelled from Odisha Gramya Bank in the past.		A self-declaration letter by the Bidder, on the Company's letter head.
7.	In case the bidder is Original Equipment Manufacturer (OEM) he/she shall have IP (Intellectual property) rights for the products/software offered to Odisha Gramya Bank and an undertaking to this effect to be given. In case of authorized representatives/ reseller such authorization from the OEM should be submitted with the bid.		Certificate of IP rights of OEM or Manufacturing Authorization Form (MAF) from bidder

8.	The bidder should have strong service and support network in Hyderabad, Chennai and Bhubaneswar.		Details of engineer's name, designation and experience for each location is to be submitted in company's letter head.
9.	The OEM and specification of proposed hardware to be supplied by bidder should be genuine and sufficient for smooth and good performance of e-mail solution. The hardware should have at least 3 years of warranty.		Bidder has to submit the technical specification and self-declaration on performance by OEM and bidder company. Bidder has to provide a certification of performance from any of the previously implemented institute. Warranty certificate / declaration from OEM should be provided.

We certify that the information furnished above are correct as per terms and condition provided in RFP ref: **RFP/ITD/002/16-17 dated 03/09/2016**.

Authorised Signatory:

Name and Designation:

Office Seal:

SIGNATURE OF BIDDER WITH SEAL

NAME OF THE AUTHORISED SIGNATORY

PART - I: Bidder Information

Please provide following information about the Company (Attach separate sheet if required): -

S. No.	Information	Particulars / Response
1.	Name of Organisation / Firm	
2.	CIN No of the Organisation (Enclose Company Registration Certificate) with Date of Incorporation	
3.	Office Addresses in India (Preferably branch office at Odisha)	
4.	ISO certification of company	
5.	Name and Address of authorized person/Company Secretary (Please enclose the copy of company resolution)	
6.	Contact Person(s) Phone Fax E-mail Website	
7.	Company PAN for Income Tax	
8.	Service Tax Registration no. (Must enclose documents indicating the Branch Office address also mentioned in the certificate)	
9.	Provide the range of services /options offered by you covering service description and different schemes available for: <ul style="list-style-type: none"> • Customization • Implementation Support • Warranty • Post-implementation • Ongoing Support for: - <ul style="list-style-type: none"> o ATS o Helpdesk o Training o Documentation o Others (specify) 	Yes / No / Comments (if option is 'No')
10.	Details of the Contracts from Banks /PSUs where the bidder is providing e-mail solution	
11.	Any pending or past litigation (within three years)? If yes please give details Also mention the details of claims and complaints received in the last three years (About the Company / Software that are sold / licensed by the company).	Yes/No/Comments (if option is 'Yes')

12.	Please mention turnover for last two financial years and include the copies of Balance Sheet in support of it.	Year	Turnover Rs.(in Cr)	Profit/Loss Rs.(in lacs)
		2014-15		
		2015-16		
13.	Whether Company is making Profit / Loss in the FY 2014_15, 2015-16 (Mention Profit / Loss with Values)			

SIGNATURE OF BIDDER WITH SEAL

NAME OF THE AUTHORISED SIGNATORY

ANNEXURE 'D'

PRODUCT INFORMATION

The following information should be provided.

Sl. No	Information Required	Particulars/ Response
1.	<p>Software Information</p> <ul style="list-style-type: none"> • Name of the Software Product /Solution • Version of the proposed software • Annual sales of the product during the last three years (number of installations) • Annual installations (live) in the last three years similar to the module/version proposed. • Year and place of the first live installation similar to the module/version set proposed. • Number of versions released till date since the last three years. • Release month/year of last version • Release month/year of the proposed version 	
2.	Hardware Platforms supported (should be platform independent) Provide details as per Annexure-'G'. *(Hardware to be provided by bidder)	
3.	Operating systems for the proposed version of the solution component. Provide specific information for each solution component. (should be platform independent) *(Operating System to be provided by bidder)	
4.	Language and development environment in which the proposed version is coded.	
5.	Data base supported (should be platform independent)	
6.	System Module components – Specifically indicate modules / components and their dependencies (whether the modules /components can be implemented independent of other modules/ components) and level of integration for each proposed module /component.	
7. a)	Description of the solution development environment and application tools used. Also furnish whether Third Party Tools or Tools available with the System Software/RDBMS that are used in designing the solution	
7. b)	Is any third party product included in the solution? Whether the company has full control over the source code of such bundled third party software	
8.	What is the purchasing /licensing policy for the solution?	

9.	Broad solution enhancement /integration strategy for the next 5 years	
10.	Whether the solution offered is single product and all the modules are integrated through a menu.	
11.	Whether the solution is web enabled with security features including SSL and different User level access controls?	
12.	Indicate the minimum hardware configuration and bandwidth requirement for the solution.	
13.	Inform the standards that are compliant by the product / Solution (Product, Process and Information Security)	
14.	Operating system details: <ul style="list-style-type: none"> • OEM name of server edition OS • Version of server edition OS • License should be valid for 3 years • Road map for next 5 years 	
Reference Sites	<i>[Details of at least two similar Mail Messaging Projects in the last 5 years (including contact details) which will demonstrate the bidder's ability to carry out the functions which they are projected to provide for this project in a timely and professional manner else bidder have to demonstrate a test set-up to bank.]</i>	

SIGNATURE OF BIDDER WITH SEAL

NAME OF THE AUTHORISED SIGNATORY

Hardware Information

The following information should be provided.

Sl. No	Information Required	Particulars/ Response
1.	Application and / or Data server specification	
2.	Security or Data link prevention appliance specification	
3.	Annual sales of the all proposed hardware during the last three years	
4.	3 years Warranty certificate or warranty declaration from OEM	
5.	Hardware performance report for last 3 years.	
6.	Hardware and OEM ISO certificate	

***All servers should have dual power input and should be blade type.**

We certify that the information furnished above are correct as per technical standards applicable.

SIGNATURE OF BIDDER WITH SEAL

NAME OF THE AUTHORISED SIGNATORY

EXPERIENCE OF IMPLEMENTATION OF MAIL MESSAGING SOLUTION

(Give details about the following with respect to the methodology followed by you in Mail Messaging projects of similar nature and complexity – a minimum of two projects.)

<i>Project Name:</i>	
<i>Project Location:</i>	
<i>Client Name: Client address:</i>	
<i>Client contact/reference person(s): Name & Address – if different from above</i>	
<i>Project started (month/year):</i>	
<i>Project elapsed time – months:</i>	
<i>Man-months effort:</i>	
<i>Nature of the Project:</i>	
<i>Role of the company, whether complete end-to end involvement or for a particular module:</i>	
Project Detail <i>Hardware installed – make/model</i>	
<i>Operating system</i>	
<i>System Software</i>	
<i>Mail Messaging software</i>	
<i>Disaster recovery technology</i>	
<i>Security features</i>	
<i>Support/maintenance obligations</i>	
<i>If any other things mention</i>	

COMPLIANCE STATEMENT

DECLARATION Terms and Conditions

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you.

SIGNATURE OF BIDDER WITH SEAL

NAME OF THE AUTHORISED SIGNATORY

TECHNICAL SPECIFICATIONS

The bidder should mention in the column under 'Bidder's Response' whether modules for all the required features/ specifications as mentioned above are:

SI No	Technical Specifications	Compliance (Yes/No)	Bidders Specifications/ Response
1.	The proposed Mail Messaging OEM application should be an enterprise class, commercially available solution and should have a version history and published future roadmap for next 5 years		
2.	The proposed Messaging Solution should support any one of the leading platforms like Windows, AIX, HP-UX, SUN SOLARIS, SUSE LINUX, and RHEL. But the client or end user interface must be compatible with windows OS.		
3.	The proposed solution should not include any individual components running on beta version		
4.	The proposed messaging solution should provide high availability and load Balancing capability		
5.	The proposed messaging solution should be scalable to handle up-to 6000 mailboxes.		
6.	The proposed messaging solution should support standard protocols like POP3/IMAP/HTTP/EWS and SMTP, S/MIME over normal and secure channels		
7.	The directory server (if, any) proposed with the messaging solution should provide user's authentication using industry standard authentication mechanism compliant with LDAP v3.0 or higher		
8.	The proposed messaging solution should be accessible through browser using http/https using browsers -Internet explorer, Mozilla, Firefox, Safari and Google Chrome.		
9.	The proposed messaging solution should support Web based client. All necessary licenses should be included as part of the proposal		
10.	The proposed messaging solution should have built in server side filtering rule for messages		
11.	The proposed messaging solution should support multiple domains on a single system.		
12.	The proposed solution should provide Gateway servers for user access functions with capabilities like web based Mail, push based mobile mail access and VPN less secure email access from internet.		
13.	Solution provide tools to handle disaster recovery scenarios like re-connection to the user account, support for recovery of individual or group of mailboxes, support for merging or copying recovered mailboxes		
14.	The proposed messaging solution should provide access of mails via secured internet access on mobiles.		
15.	Proposed solution should have a capability to priorities the		

	restore of services to Power users during any outage situation.		
16.	On reaching quota limit, user should be able to delete mails but cannot send or forward mails on both Web and Native Clients. System should be capable to send quota notification alert.		
17.	The proposed messaging solution should have Delivery Status Notification providing an e-mail sender ability to specify success, failure, delay or none of the message.		
18.	Proposed mailing solution should have capability of keeping data backup in real time sync mode with backup data server.		
Overall System Security			
1.	The user authentication should be from the Services used for Mail Messaging and Instant messaging solution		
2.	The proposed services should support single authentication mechanism for all components of the solution. Users should use single User Name and single password for all components of Mail and Instant messaging solution.		
3.	The proposed messaging solution Should relay the mails from the clients in the trusted network or to the domains that are configured as authorized relay destination		
4.	The proposed messaging solution should support Simple Authentication and Security Layer (SASL)		
5.	The proposed messaging solution should have support for Enhanced Simple Mail Transfer Protocol (ESMTP) facilitating security authentication. The Mail Transfer Agent should support sending mails in graphics, audio, video files and text in Hindi and English formats		
6.	The proposed messaging solution should provide SSL/TLS and MIME support for encrypted communication.		
7.	The proposed messaging solution should be able to validate sender domain in DNS (Sender Policy Framework)		
8.	The proposed messaging solution should be protected from Denial of Service Attacks		
9.	The proposed security appliance should be capable of scanning, identifying and filtering any type of attack or virus transmitting via incoming or outgoing mail.		
Web Interface			
1.	All Web mail functionality should be accessible through all supported web browsers including Internet Explorer, Mozilla Firefox and Google Chrome in the proposed messaging solution		

2.	The proposed messaging solution should support timeout to automatically sign off a user if the system detects a prolonged period of inactivity		
3.	The proposed messaging solution should have rich and interactive web-based interface for end user functions (accessible via HTTP or HTTPS)		
4.	The proposed messaging solution should support automatic refresh of the user interface to automatically display newer messages and other updates		
5.	The proposed messaging solution should provide administrators the ability to define web mail session idle time at the global level		
6.	The proposed messaging solution web interface should have Secure logout from Web mail client to prevent unauthorized access to mail pages after sign out.		
7.	The proposed messaging solution should support customization of look and feel, logo, color themes, of the web mail client		
8.	The proposed messaging solution should allow users to search from within the web client.		
9.	The proposed messaging solution should support auto address completion including stored email addresses as they are being typed, including a dynamically updated selection dialog when multiple addresses match.		
10.	The proposed messaging solution should provide the ability to assign tags/categories to To Do, Contacts, and Calendar entries. Ability to assign tags to mail messages and configure alarms.		
11.	The proposed messaging solution should have the ability to render and create messages, appointments in HTML format and Text format.		
12.	The proposed messaging solution should have a built-in rich text editor for composing messages with support for color, fonts, attributes, font size, hyperlinks, etc.		
13.	The proposed messaging solution should have the ability to check and correct spelling while composing a mail message, calendar appointment, or web Document using an interactive spell check session		
14.	The proposed messaging solution should provide users ability to choose from recipients stored in personal Address Books, or the Global Address List		
15.	Proposed solution should support appending an email signature.		
16.	The proposed messaging solution Web Interface should have user		

	definable folders to organize mail.		
17.	The proposed messaging solution web interface should support email addressing and look up from Corporate address book for wide list of contacts, group mailing etc.		
18.	The proposed messaging solution web interface should support read receipt request -while composing a message, user can mark the message to request for a read receipt notification from the recipient and delivery status notification.		
19.	The Web Interface should have feature to send and receive files as attachments in the proposed messaging solution		
20.	The proposed messaging solution should support Message Priority feature -to set priority of messages while composing them		
21.	The proposed messaging solution should support filtering of incoming mails based on user definable filtering rules		
22.	The proposed messaging solution should support webmail user to send and receive files as MIME attachments		
23.	Proposed solution should have web interface features for notification of new mails without refreshing the browser.		
24.	Webmail interface should have an integrated calendar providing the following features: shared calendar, to-do lists, event scheduler and reminders		
25.	The user should be able to change/reset the Password through web interface.		
26.	User should be able to mark mails as read or unread and maintain flags for follow ups		
27.	The Webmail interface should provide feature to search messages based on: From, To, Cc, Bcc, Subject and body but not limited to these, search in the folders and also advance search capabilities.		
28.	User should be able to flag important email items for the purpose of follow-up, indicated by a flag in the inbox. Additionally, user should be capable of setting an alarm as a reminder of a follow-up action, like marking an e-mail for follow-up on the day prior to an important meeting or deadline. Reminder alarms are generated automatically, helping to increase operational efficiency across the organization.		
29.	The messaging solution Should allow the user to open any major functional area—mail, calendar, to-do list, contact list or		

	notebook—in a new window.		
30.	The mail messaging solution Should support basic authentication, session authentication, secure logoff, Secure Sockets Layer encryption and active content filtering.		
31.	The messaging solution Should be able to send encrypted messages, signed messages and also capable of verifying the digital signatures—directly from the browser interface.		
32.	Users should be able to access web mail using a common URL published for the email site.		
33.	Users should be capable of viewing the total size and available space of their mail boxes		
34.	Proposed mailing solution should be capable of providing multiple user login access session for group e-mail ids.		
Calendaring			
1.	The messaging solution should support an integrated user-friendly calendaring feature that is able to support requirements as listed below :		
2.	Should natively support server-side and client-side calendaring and scheduling, including: 1. Checking the online availability of intended attendees for a meeting 2. Sending of request for meetings 3. Accept or reject or forward meeting requests 4. Provide conflict management for meetings 5. Reply to requests for meeting with a newly proposed time and date 6. View free busy status of a group of users in a single window and ability to schedule the meeting with all the users in the windows		
3.	Shared/Group Calendars, Schedule Reminders.		
4.	Suggest best timing for meetings based to participants' availability by using Scheduling and Attendance Confirmation		
5.	Should support Schedulable Out of Office. Out of Office messages should be scheduled to begin and end at given dates/times. It should support for separate out-of-office messages to be set for internal and external recipients, Should support blocking Out of Office messages from distribution lists-. Out of Office messages should not be sent to the entire membership of a distribution list that is listed in the To or Cc boxes		
6.	The messaging solution should provide resource scheduling like		

	conference rooms, projectors etc.		
7.	The messaging solution should have wide administrative capabilities to control over calendaring.		
Address Book			
1.	The Mail Messaging Solution Ability to index Corporate Address book and personal address book alphabetically. All address books must available to the users through rich client, web client and optional support on mobile devices.		
2.	The messaging solution should have ability to perform a LDAP based address book lookup.		
3.	The user should be able to add/delete/modify the contacts in address book via email client, web client and mobile client		
4.	The directory should provide an interface for messaging clients to download the address book to their local machine and work offline		
Mobile Access(Power User)			
1.	The proposed messaging solution should support and be configured for push based emails on popular mobile platforms: Windows, Android and IOS.		
2.	The proposed messaging solution should be configured for security policy (Password policies) enforcement and remote erase capability for smart phones to protect data on supported mobile devices		
3.	The solution should support encryption on device and memory card to prevent unauthorized access of data on supported mobile devices		
4.	The proposed messaging solution should provide capability to synchronize personal contacts and should also support corporate address look up on supported mobile devices		
5.	Mobile Security policies should support capabilities to disable Camera on supported devices.		
User Management Features of Messaging System			
1.	The proposed messaging solution should avoid mail loops when auto responding –ie. Should not send auto responder to every mail received from a particular sender within the defined vacation duration.		

2.	The messaging solution should be support for ignoring the messages tagged as SPAM/JUNK by the headers/subject or automatically SPAM/JUNK Message should go to SPAM/JUNK Folder.		
3.	The proposed Messaging Solution should allow end Users to create and delete distribution groups, as well as manage memberships and ownership		
Password Management			
1.	The proposed messaging solution should have the ability to enforce following features of a password		
2.	Password length should be minimum 8 characters		
3.	Alpha numeric & Special characters like a-z, A-Z,0-9,!@#\$\$%^&*		
4.	Change of Password at regular interval feature should be provided		
5.	The proposed Messaging solution must allow users to reset password through challengeable questionnaires		
Administrative Features			
1.	The proposed messaging solution should allow for password lockout for Web Users when they input the wrong password		
2.	The proposed messaging solution should maintain the password history.		
3.	The proposed messaging solution should have the ability to create multiple users for a domain automatically using an existing database of user record/details.		
4.	The proposed messaging solution administration client should provide ability to rename a user. While renaming you have the option to set the old user id as an alias for the new renamed user, so that there is a transition time while the contacts of the old user id get acquainted with the new user id.		
5.	The proposed solution should support online maintenance of message databases which can be scheduled for example backup, restore, user management etc.		
6.	The proposed messaging solution should provide flexibility for adding or removing servers in the cluster as needed without		

	bringing the cluster or applications offline		
7.	The proposed messaging solution should have option to define the maximum mail message size on a global/group/user level basis.		
8.	The proposed messaging solution should provide administrators' ability to perform queue handling tasks such as delete, redirect, flushing		
Email Archiving Features			
1.	Messaging solution should support archiving feature for storing/retaining email data as per compliance requirements (5 Years)		
Mail Capturing			
1.	Captures mails for archives System from SMTP		
2.	Archives all incoming, outgoing and internal emails		
3.	Custom defined archival rule as per the retention of policy		
4.	Rules parameters like from, to, CC, BCC, delivered to, priority, with Attachment, attachment file name, date-range, time-range, recipient		
Feature & Support			
1.	Should support compression		
2.	Should support encryption		
3.	Should support a storage solution		
Retrieval/ Search Techniques			
1.	With the scope of date duration and time from senders or recipient name, CCied, BCC ,priority , flag with explicit or with the combination of any		
2.	View and save as eml format (or any other acceptable format)		
3.	Ability to retrieve email by the user itself without admin's intervention but with read only access.		
4.	Ability to search by Subject		
5.	Ability to search by word in the body of message		

Administration			
1.	User creation with different roles like : Full Admin, Auditor, Read Only		
Password Policy			
1.	Force password change periodically		
2.	Support Complex Password		
Chat Facility			
1.	The user authentication should be from the services used with the Mail Messaging solution -Single Identity.		
2.	Application software used for Mail Messaging and Instant messaging may not be from same OEM		
3.	Chat service must provide one-to-one, one-to-many, many to many chat i.e group chatting is enable		
4.	Chat solution should provide server side archival of IM communication for compliance audit		
5.	Users should be able to change their status (online, away, etc.).		
6.	Chat solution should support rich text, emoticons.		
7.	Chat solution should provide file transfer facility		
8.	Solution should provide server side archival of IM communication including file transfer for compliance audit		
9.	Chat should support peer to peer audio and video conference		
10.	Chat should support multiparty IM		
EMAIL ANTI-VIRUS and ANTI-SPAM Features			
1.	Anti-Virus/ Trojan systems to protect email and its attachments		
2.	Not a single email with virus infection will be allowed.		
3.	Virus scanning should be enabled while uploading or downloading any file		
4.	Scanning of attachment during uploading as per policy defined by NIA. Should also have deep inspection of compressed files		
5.	Strong anti-SPAM gateway and it regular update mechanism to		

	protect spamming		
6.	ALL SPAM MAILS should be blocked and the engine should be robust and intelligent to handle it.		
7.	Inbuilt firewall function to detect SPAMMING end point, if found, to be notified to NIA with email ID details for ratification		
8.	Customized content filters (customizable on demand), including type of attachments		
9.	Customized blacklisting of email users/domains access to Administrator		
10.	Customized white listing of email users/domains access to Administrator		
11.	Email release access to Administrator which was blocked by content filter /SPAM filter /Virus Filter		
12.	Access to all the quarantines /filters to Administrator		
13.	Virus emails report		
14.	SPAM email report		
15.	Content filtered email report		

We confirm that, all the details mentioned above are true and correct and if the Bank observes any misrepresentation of facts on any matter at any stage of evaluation, the Bank has the right to reject the proposal and disqualify us from the process. We also acknowledge the information that this bid is valid for a period of one year, for the short-listing purpose, from the date of expiry of the last date for submission of bid.

SIGNATURE OF BIDDER WITH SEAL

NAME OF THE AUTHORISED SIGNATORY

Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee #

Date

**Information Technology Division, Head Office,
Odisha Gramya Bank,
Gandamunda, Khandagiri,
Bhubaneswar-751030**

Dear Sir,

In accordance with your bid reference no. _____ Dated _____ M/s _____ having its registered office at _____ herein after Called 'bidder') wish to participate in the said bid for Software Solution For Consolidation of Financial Statement at Odisha Gramya Bank, Information Technology Division, Head Office, Gandamunda, Khandagiri, Bhubaneswar-751030. An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ Rupees (in words _____) valid up to is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Odisha Gramya Bank (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to _____ Rupees (in words _____) valid up to . We, the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Odisha Gramya Bank, the amount Rs. _____ Rupees (in words _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This guarantee shall be irrevocable and shall remain valid up to. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Odisha Gramya Bank, on whose behalf guarantee is issued. "Not withstanding anything contained herein above our liability under this bank guarantee shall not exceed Rs _____ Rupees (in words _____).

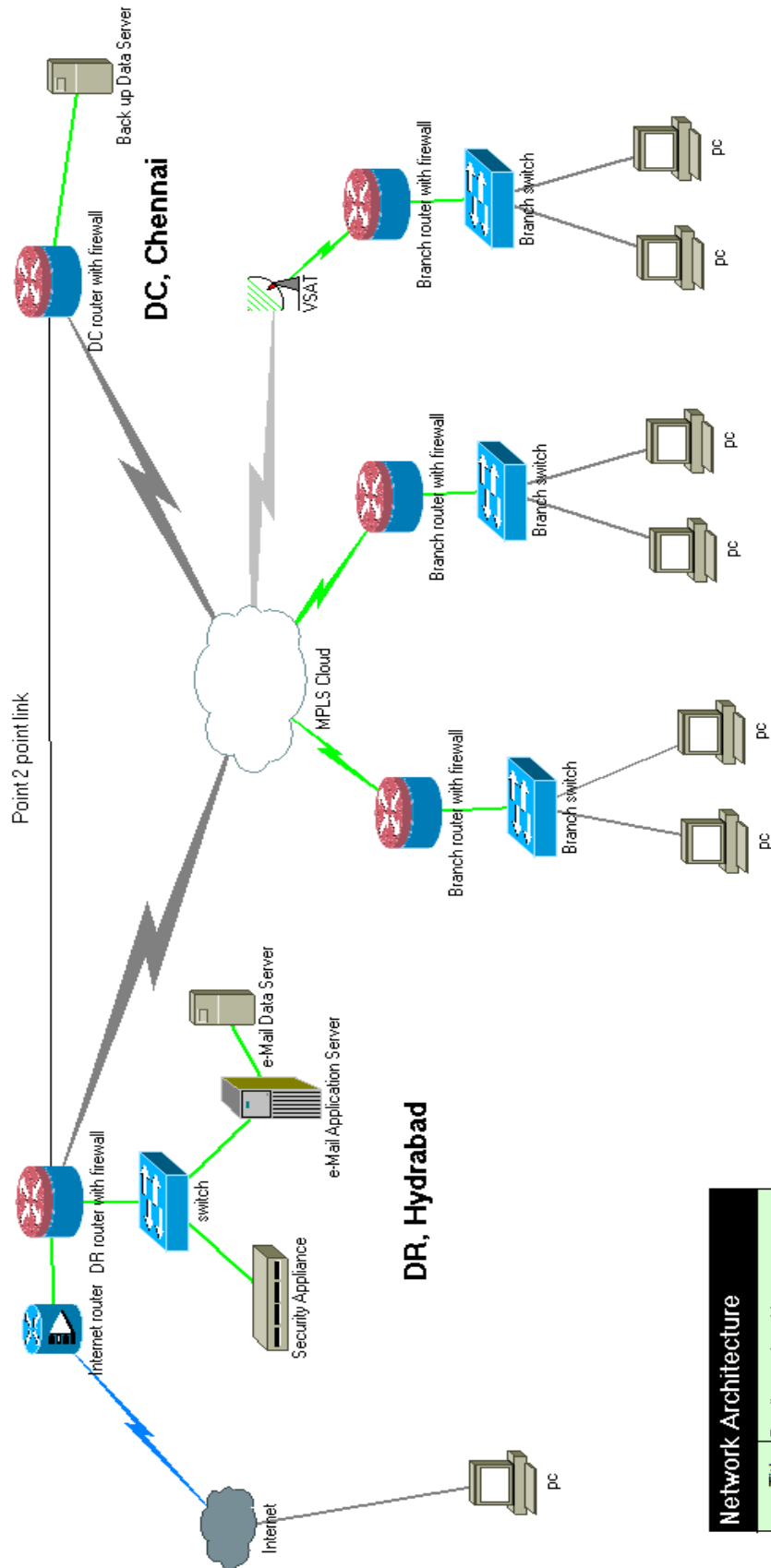
This bank guarantee shall be valid up to 6 months. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us." In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2016 at _____

Name of signatory

Designation

Bank Common Seal

SERVER POSITION AND NETWORK ARCHITECTURE



Network Architecture	
Title	E-mail network architecture
Issue	2.0

COMMERCIAL BID

The bidder has to submit the commercial bid through sealed hard copy in the below format.
(All price should be exclusive of applicable government taxes)

Table 1: Software Cost

SI No.	Particulars	Units	One time cost (A)	Annual recurring cost after 3 years (B)
1.	E-mail messaging solution license (for 3 years).	3000 users		
2.	Additional cost per user (including mail box)	1		
3.	Server edition Antivirus for e-mail software with 3 years license	1		
4.	One time / recurring (3 years) license cost for e-mail security appliance or AntiSpam	Unlimited / 100 concurrent users		
5.	Any additional software for monitoring and troubleshooting of e-mail solution	NA		
6.	Operating System Software license with 3 years validity	As required		
		Total Cost of Solution	(A)	(B)

Software license will be scalable and initially taken for 3000 users and additional licenses will be procured as per the future requirement, if any.

Table 2: Hardware cost

SI No.	Particulars	Units	Unit cost (Rs)
1.	Application Server including data server	1	
2.	Back-up Data Server	2	
3.	Security or Data-link prevention appliance	1	
4.	L3 switch (optional)	1	
		Total Cost (C)	

Table 3: Support Charges after Live Implementation

SI No.	Particulars	Unit cost (Rs)
1.	Support Charges at Disaster Recovery Center, Hyderabad or Head Office, if any, towards Residential engineer situated at Head Office and troubleshooting for Five years from the date of Signing off the Project. Year wise Break up to be given	
2.	One time Implementation charge	
3.	One time cost for training to select IT official of Bank.	
		Total Cost (D)

Table 4: Annual Maintenance Contract Cost (for 2 Years after warranty)

SI No.	Particulars	Hardware Details	Unit Cost (Rs.)
1.	AMC for Hardware	Application Server including data server	
		Back-up Data Server	
		Security or Data-link prevention appliance	
		L3 switch (optional)	
2.	AMC for Software	E-mail Solution(s)	
		Operating System	
		Software for Antispam and / or Security Appliance	
		Any other software if any	
		Total Cost (E) = Unit Cost x 2 years	

Table 5: Annual Technical Support (ATS)

SI No.	Particulars	Unit Cost (Rs.)
1.	ATS cost after warranty period for each Hardware	
2.	ATS cost after warranty period for each Software	
	Total Cost (F)	

L1 Criteria = Least total cost of (A+B+C+D+E+F)

For _____

Signature _____

Name _____

Address _____

Taxes Applicable on each of the line items to be specified by the bidders in their bids separately.

L1 will be selected on the lowest value of TQP.

We certify that price quoted in commercial bid are all-inclusive (excluding applicable Tax components) and agreed to satisfy all the terms and conditions specified in the RFP No. **RFP/ITD/002/16-17 dated 03.09.2016**. We also confirm that the price quoted meets all the specifications and scope of work mentioned in the RFP No. **RFP/ITD/002/16-17 dated 03.09.2016**.

Authorized Signatory:

Name and Designation:

Office Seal:

SELF DECLARATION – BLACKLISTING

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

DATE:

Dear Sir,

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

Authorised Signatory

Name:

Designation:

Place:

Date:

NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at Bhubaneswar on this the.....day of.....2016 between **Odisha Grama Bank, a body corporate constituted under _____**, having its Administrative Office at Gandamunda, Khandagiri, Bhubaneswar – 751030, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns ANDa company incorporated under the Companies Act 1956 a partnership constituted and registered under the Indian Partnership Act with its registered office at and its local office at hereinafter called the “**Firm**” which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and in the course of such business activity intends to procure e-mail solution for its data exchange with in Data Security Policies.

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

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

Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

The firm may use the information solely for and in connection with the purpose the information was conveyed.

1. Use of Confidential Information-

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

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

3. Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Exemptions:

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

- i. Is already known to the receiving party (ie the party receiving the information) at the time of the disclosure without an obligation of confidentiality
- ii. Is or becomes publicly known through no unauthorized act of the receiving party
- iii. Is rightfully received from a third party without restriction and without breach of this agreement
- iv. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented
- v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- vi. Is approved for release by written authorization of the disclosing party; or
- vii. Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

4. Term

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

The obligations of the firm respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

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

6. Return of confidential information:

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

7. Remedies:

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

8. Entire agreement-

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

9. Indemnity-

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

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

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

10. Severability

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

11. Dispute resolution mechanism:

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

12. Jurisdiction

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

13. Governing laws

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

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

BANK

FIRM / COMPANY