



Odisha Gramya Bank

REQUEST FOR PROPOSAL

FOR SUPPLY AND INSTALLATION OF ANTI VIRUS LICENSES

**RFP Reference Number:
RFP/ITD/001/16-17 dated 03.09.2016**

Information Technology Department, Head Office

Odisha Gramya Bank

Gandamunda, P.O.-Khandagiri, Bhubaneswar

INTRODUCTION

Odisha Gramya Bank (hereinafter referred to as “Bank”) invites Request for Proposal (hereinafter referred to as “RFP”) from well-reputed vendors for supply and installation of Anti Virus (hereinafter referred to as 'SOFTWARE") based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP).

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

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/001/16-17
2.	Date of Issue of RFP	03-09-2016
3.	Last date for receipt of queries, if any.	12-09-2016
4.	Pre Bid Meeting (if Required)	14-09-2016 at 11 AM, Head Office
5.	Bid Submission Mode.	Through manual Tendering process
6.	Last Date and Time for submission of bids along with supporting documents through the above	30-09-2016 at 3 PM, Head Office
7.	Last date, time and place for submission of Original Demand Draft for Cost of document, EMD.	30-09-2016 at 3 PM, Head Office
8.	Date, time and venue for opening the technical bid.	01-10-2016 at 11 AM, Head Office
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
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/ 0674-2353024
13.	Contact e-mail ID	itd@odishabank.in itdh@odishabank.in

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

S.No.	Description	Amount in INR
1.	Cost of Bid document (Refer clause 2.1.2 and 2.3 of the RFP)	Rs. 5,000/-
2.	EMD/ Bank Guarantee in lieu of EMD (Refer clause 2.1.1 and 2.3 of the RFP)	Rs.40,000/-

1.3 BIDDER'S QUALIFICATION CRITERIA:

The documentary evidence of the Bidder's qualifications to perform the contract, if its offer is accepted, shall establish to the Bank's satisfaction that:

- 1. The bidder should have registered as a company in India and should have been in operation for a period of at least 2 years as on date of RFP.** The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association are to be submitted along with technical bid. (Documentary proof should be attached).
- 2. The Bidder should have registered a turnover of at least Rs.2 Crores (Rupees Two Crores) in last financial year (Financial year shall mean an accounting period of 12 months.** Figures for an accounting period exceeding 12 months will not be acceptable). Annual reports of 2014-15 and 2015-2016 should be attached. In case of bidders whose financial year falls other than April- March of the year or final audited accounts yet to be published, provisional results of 2015-16 (Certified by CA) should be attached. (Documentary proof should be attached).
- 3. The bidder should have registered net profit (after tax) for at least one (1) financial year (Financial year shall mean an accounting period of 12 months.** Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 2 financial years as per audited accounts. Annual reports of 2014-15 and 2015-16 should be attached. In case of bidders whose financial year falls other than April- March of the year or final audited accounts yet to be published, provisional results of 2015-16 (Certified by CA) should be attached. (Documentary proof should be attached).
- 4. The Bidder should be original equipment manufacturer (OEM) for Software or premium partner / authorized reseller of the Software in India. The Bidder must be in position to provide support / maintenance / upgradation during the period of contract with the Bank. Only OEM or one of its authorized partners will participate in this RFP. Multiple Bidders from same OEM is not allowed or else the same OEM is disqualified from the process.** Bidder, be it OEM or premium partner / authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in **Annexure IV** of this RFP.
- 5. The bidder should have supplied and installed / implemented at least 200 Nos. of AV licenses in a single order in any Central Government / PSU / Banking / Insurance company / corporate in the last 2 financial years other than Odisha Gramya Bank .** Satisfactory Certificate from the client as per format provided in **Annexure V** along with documentary proof should be submitted along with the technical bid.
- 6. The bidder must have presence with direct service centers or exclusive franchisee service centers or authorized service centers in our Regional Office locations.** Any discrepancy in the above case will make the bidder ineligible for participation. If bidder do not have support staff at Regional Office locations they have to provide support staff at Regional Office locations else bidder will be technically disqualified. These locations should be staffed with support personnel with experience in service support of Software / equipments proposed to be procured under this bid. Bidder to submit the service centre details as per format provided in **Annexure VI** of the RFP along with the technical bid. (Documentary proof should be attached).

7. **The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexure, addendum and corrigendum for the supply and installation of AV Licenses at its offices located across the Country based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP). Bidder to submit the letter as per format provided in **Annexure VII** of the RFP along with the technical bid. (Documentary proof should be attached).**
8. **The bidder should not have been blacklisted for providing Anti Virus Solutions in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP. Bidder to submit the Self Declaration certificate as per format provided in **Annexure VIII** of the RFP along with the technical bid. (Documentary proof should be attached).**

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

1.4. ANTI VIRUS LICENSES: BRIEF REQUIREMENT:

TABLE – A: BIDDER IS REQUIRED TO SUPPLY AND INSTALL THE LICENSES AT BANK BRANCHES

Sl. No.	Description	Quantity (No. of licenses)
1.	Antivirus with Web based Administrator Console and clients	2200
2.	Cost of Implementation	2200

1.4.1. EXISTING SETUP:

Presently, the Bank has 549 Branches, 9 Regional offices & Head Office spread all over the geographical area such as Balasore, Bhadrak, Cuttack, Jajpur, Jagatsinghpur, Kendrapara, Khurda, Mayurbhanj, Nayagarh, Puri, Keonjhar, Angul and Dhenkanal District of Odisha. The Bank's branches and regional offices are connected to two Data centers PRIMARY DATA CENTRE – CHENNAI and DISASTER RECOVERY CENTRE –HYDERABAD. Network connectivity is established using different modes like MPLS, RF, Leased Line and VSAT. The locations of Regional Offices are at :- Cuttack, Chandikhole, Balasore, Baripada, Jashipur, Keonjhar, Dhenkanal, Pipili & Khurda.

1.4 .2 SCOPE OF WORK:

SCOPE OF WORK: BIDDER RESPONSIBILITIES:

- a) Bidder shall supply and install the Anti-Virus Licenses as mentioned in clause 1.4, Table A and as per the technical specifications mentioned in Annexure I and other terms and conditions mentioned in the RFP.
- b) Successful Bidder shall be fully responsible for installation, un-installation/reinstallation and configuration of the AV Licenses on all the present and future locations of the Bank at no extra cost to the Bank.
- c) The AV at branches shall be configured to get automatic updates from the Central console / GUI with proper scheduling so as to avoid traffic congestion.
- d) The successful bidder shall be responsible for on-site completing latest software version & updates/upgrades on all Desktops in all branches/ Offices/ locations of the Bank within 3 months from the date of acceptance of purchase order. These details must be appearing on AV Server console.

- e) The configuration at the System end should be such that the user should not be in a position to change the settings.
- f) Since the product shall be installed at Critical endpoints, the product installation shall be done by experienced personnel having basic knowledge of all current and latest Operating systems, networking and the solution.
- g) The successful bidder has to study, analyze, and understand the present system, co-ordinate and work in unison with the present system Integrator, Network Engineers, and Head Office for smooth completion of the project.
- h) In case situation warrants that the AV License software at a particular Branch has to be replaced, it shall be the responsibility of the bidder supplying the software to visit the branch with software and install them. No additional cost whatsoever shall be payable to the vendor at that time.
- i) Bidder shall quote prices for all the requirements (as defined in the scope, clause 1.4 and Annexure I) in Annexure III- Format for Commercial Bid and no extra cost shall be borne by the Bank for development, deployment and maintenance of any functionality as mentioned in the scope.

1.5 .DELIVERY OF LICENSES & DELAYS IN THE BIDDER'S PERFORMANCE:

- a) **DELIVERY SCHEDULE:** Software Licenses as per quantity mentioned in Clause 1.4, Table-A and technical specification given in Annexure - I of this RFP should be delivered at the address notified in the Purchase Order within four (4) weeks from the date of acceptance of Purchase Order. Delivery for the above purpose is deemed to be complete when the items specified in the Purchase Order are delivered and date of delivery is the date on which the item is delivered.
- b) **EXTENSION OF DELIVERY SCHEDULE:** If, at any time during performance of the Contract, the Bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the AV Licenses and performance of Services. However at no point Bank is liable to accept the reasons given by the successful Bidders for delay in delivery and in such case SB shall abide by the delivery schedule as defined in clause in Clause 1.5 (a)
- c) **PENALTY FOR DELAYED DELIVERY:** Delivery for the above purpose is deemed to be complete only when all the items specified in Purchase Order are completely delivered and date of delivery is the date on which the last item is delivered. If the delivery schedule is not maintained as stated in clause 1.5 (a) or to such extended period as per clause 1.5 (b) of this RFP, a penalty of one half percent (0.5%) of total order value for each week or part thereof of the delay subject to a maximum of 5% will be levied from the expiry of due date of delivery.
- d) **NON-DELIVERY OF SOFTWARE:** Failure of the successful bidder to comply with the above delivery schedule, as stipulated in clause 1.5 (a), (b) & (c), shall constitute sufficient grounds for the annulment of the award of contract and invocation of EMD/Bank Guarantee). In such an event the Bank will call for fresh bids and blacklist the bidder for period of one year.

1.6. IMPLEMENTATION AND COMMISSIONING OF ANTI VIRUS SOLUTION & DELAYS IN THE BIDDER'S PERFORMANCE:

- a. **IMPLEMENTATION:** The Successful bidder (SB) should implement the AV solution as per the scope of work mentioned in Clause 1.4.2 of this RFP. The SB shall complete the scope as given above within 3 months from the date of acceptance of the Purchase order.
- b. **PENALTY FOR DELAYED IMPLEMENTATION:** If the implementation schedule is delayed as mentioned in the clause 1.6(a) of the RFP, a penalty of one half (0.5%) percent of total implementation value (As per price bid) for each week or part thereof with a maximum cap of 5 % will be levied.
- c. In case the implementation of the AV solution is not completed within 3 months from the date of acceptance of the Purchase order, Bank reserves its right to cancel the contract, invoke the EMD and go for fresh bids.

1.7. ANTI VIRUS SOFTWARE : LICENSES AND RENEWAL

- a. **License Pattern:** AV Licenses as detailed in Clause 1.4, Table-A & as per Annexure-I of the RFP should be offered with a validity period of Three years with option resting with the bank to further renew the licenses on yearly basis.
- b. Bank reserves its right to cancel the contract at any point of time to cancel partly or complete contract with the successful bidder with a notice of 30 days without assigning any explanation. In such case, Bank will not accept any cancellation charges produced by the vendor.

1.9. PAYMENT TERMS:

- a) **100 %** of the License value, shall be made on delivery of AV Licenses stipulated vide Clause 1.4, TABLE-A of this RFP. Payment shall be released on submission of proof of document such as delivery challan duly countersigned by Bank official and Tax Invoice. Penalty, if any, shall be deducted from the amount payable as per clause 1.5(c) of this RFP. Information Technology Department, Head Office shall release the payment. **Payment shall be released within 30 working days from the date of submission of required documents in full .**
- b) **100%** of the implementation charge , shall be made on satisfactory customization, implementation and deployment of licenses at the required branches / offices after verifying the Central console supported by hard copy of installation sheet duly countersigned by Bank official and Tax Invoice. Penalty, if any, shall be deducted from the amount payable as per clause 1.6 (b) of this RFP. Information Technology Department, Head Office shall release the payment. **Payment shall be released within 30 working days from the date of submission of required documents in full.**
- c) **Maintenance charge will be paid on quarterly end basis after** verifying the Central console and Tax Invoice. **Payment shall be released within 30 working days from the date of submission of required documents in full.**

1.10. PRICES AND TAXES:

- a. The quoted prices shall be exclusive of Customs / Excise Duties / CVD /Sales Tax / Central Sales Tax/ VAT, Service tax, Entry tax, Octroi etc. However, Bank will reimburse the Octroi / entry tax, if any, on production of original documents.

- b. The quoted prices shall be all inclusive of technical service charges, if any, for erecting, testing, configuration, installation and commissioning of Software at the location as specified by the Bank in the Purchase Order, charges for media, charges for packing, freight and forwarding, transit insurance and local transportation charges and charges such as cost towards boarding, traveling, lodging etc.
- c. Applicable TDS, if any will be deducted from the amount payable.
- d. Prices should be furnished as per Commercial bid in Annexure- III.
- e. Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and will not be subject to variation on any account.
- f. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- g. Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
- h. The prices for the Software that the Bidder will supply shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.
- i. Bids (both technical as well as commercial Bid) shall be valid for a period of 90 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.
- j. Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.
- k. Bids without signature of authorized signatory of the bidder will be summarily rejected.

Bank reserve its right to accept / reject any bid, which is not in line with these conditions.

1.11. EVALUATION OF BIDS AND AWARDING THE CONTRACT

a. Evaluation of Technical Bids:

The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation the technically qualified bidders will be short-listed:

- I. Compliance of terms and conditions stipulated in Clause 1.3 of RFP duly supported by certified documentary evidence called for therein.
- II. Submission of duly signed Annexure-I, Annexure II (A) , II(B) II (C) , IV, V, VI VII and VIII strictly as per format provided in this RFP.
- III. Review of written reply, submitted in response to the clarification sought by the Bank, if any.

b. Evaluation of Commercial Bids:

Commercial bids of only the technically qualified short-listed bidders (qualified as per 1.11) will be opened through manual tendering process and evaluated for awarding the contract.

- I. Status of Compliance of terms and conditions of clause 1.10 of this RFP.
- II. Submission of Commercial Bid strictly in the format specified in Annexure- III of RFP.

c. Determination of L1 Bidder and Awarding of Contract:

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

- I. The L1 bidder will be determined based on the lowest price quoted for TCO (Total Cost of Ownership - Refer Serial No. 4 of Table IV of Annexure- III)
- II. There will be no negotiation on the price. As such bidders in their own interest should quote most competitive prices. The Bank reserves the right to reject the L1 bid if it finds the same as unreasonable.
- III. If for any reason the purchase order given to the L1 Bidder does not get executed or the L1 bidder backs out, the Bank will go for fresh bids and forfeit the EMD.

2. GENERAL TERMS & CONDITIONS:

2.1. SUBMISSION OF BIDS

2.1.1. SUBMISSION OF BIDS THROUGH MANUAL TENDERING PORTAL:

Bidders satisfying the Project Specific terms and conditions and General terms and Conditions specified in this RFP and ready to provide the said Software in conformity with Technical Specification stipulated in Annexure- I may submit their bid on or before the time line stipulated vide clause 1.1. of the RFP.

Any bid received by the Bank after the deadline for submission of bids will be rejected. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

Extension / preponement of submission date and time will be at the sole discretion of the Bank.

2.1.2. SUBMISSION OF DOCUMENTS:

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 Anti Virus at Head office / Regional Offices / various branches/offices situated in Odisha) as well as “Technical Proposal” and “Commercial Proposal” as the case may be.

Bids received in any other mode other than the mode stipulated above, will not be accepted.

2.2 BID OPENING PROCESS:

The Bank will follow a two-stage bid opening process. These stages are:

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

In the first stage, the technical bids submitted shall be opened in the presence of available authorized representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1.1 of this RFP. The evaluation and short-listing criteria shall be based on the criteria set out in clause 1.11(a) of this RFP.

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

The evaluation of commercial bid is based on the criteria set out in Clause 1.11(b) of this RFP and selection of L1 bidder shall be based on the criteria set out in clause 1.11(c) of this RFP.

2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT:

The bid should also be accompanied by Earnest Money deposit / Bank Guarantee in lieu of EMD (refundable) of **Rs.40,000/- (Rupees Forty Thousand Only)** and cost of bid document (non-refundable) for **Rs.5,000/- (Rupees Five Thousand Only)** by way of a Demand Draft for the amount in favour of Odisha Gramya Bank , Bhubaneswar.

In Case the EMD is submitted in the form of Bank Guarantee the same should be valid for minimum period of 6 months with a claim period of 45 days from the date of expiry of guarantee from the last date for submission of bids. The format for submission of EMD in the form of Bank Guarantee is as per Annexure-XI of this RFP.

This earnest money will be refunded to all the unsuccessful bidders on determination of L1 bidder and to the successful bidder after implementation of AV Software. Bids received without the Demand Draft mentioned above will be rejected.

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

All enquiries from the bidders, related to this RFP must be directed in writing and sent to the address and date stipulated in clause 1.1 of the RFP. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries. Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be posted in the Bank's website and no separate communication will be sent to individual bidders.

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

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

2.6. LIABILITIES OF THE BANK:

This RFP is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed

by duly authorised officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder's written acceptance thereof shall constitute a binding contract with the vendor.

2.7. OWNERSHIP:

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

2.8. FURNISHING OF INFORMATION:

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

2.9. FORMAT AND SIGNING OF BIDS:

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

2.10. AUTHENTICATION OF ERASURES / OVERWRITING ETC.

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

2.11. AMENDMENTS TO RFP TERMS AND CONDITIONS:

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

2.12. CONFIDENTIALITY:

Successful bidder and its employees will strictly under not to communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, the concepts, know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. A non-disclosure agreement as per format provided in Annexure-XIII should be executed by the SB.

2.13. CLARIFICATION:

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

2.14. ERRORS AND THEIR RECTIFICATION:

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and

quantity, the unit price shall prevail, and the total price shall be corrected based on the corrected figure and the corrected figure will be reckoned for determination of L1 bidder. If the bidder does not accept the correction of the errors, its bid will be rejected.

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

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

2.16. CONTACTING THE BANK:

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

2.17. ACCEPTANCE OF CONTRACT:

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

2.18. FORMATION OF CONTRACT:

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

2.19. ASSIGNMENT:

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

2.20. USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

2.21. PACKING:

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

2.22. INSURANCE:

The Goods supplied under the contract shall be fully insured any loss or damage incidental due to transportation, storage and erection. The transit insurance shall be for an amount equal to 110% of the invoice value of the Goods

from "Warehouse to Destination" on All Risk basis including "War Risks & Strikes". The supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery. Any damage happen to the system due to non availability of Storage Cum Erection Policy, the supplier has to bear the losses. Bidder has to submit a copy of the insurance policy so that the Bank may get a new insurance cover after stipulated period

2.23. TERMINATION FOR DEFAULT:

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

if the Bidder fails to deliver any or all of the software within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or

if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, pursuant to clause 1.5

(d) & 1.6 (c), the Bank may procure, upon such terms and in such manner, as it deems appropriate AV LICENSES and related services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar AV LICENSES and related services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

2.24. TERMINATION FOR INSOLVENCY:

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

2.25. FORCE MAJEURE:

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

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

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

2.26. INCIDENTAL SERVICES

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

- a) Performance or supervision of on-site assembly and /or start-up of the supplied Goods;
- b) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- c) Training of the Bank's personnel on-site, start-up, maintenance, and / or repair of supplied Goods

2.27. COPY RIGHT/LICENCE VIOLATION:

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

2.29. LIQUIDATED DAMAGES (PENALTY):

Liquidated damages in the form penalty will be collected as defined in clause 1.5 and 1.6 of this RFP. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the penalty, if any, accruing to the Bank, as above, from any amount payable to the Successful Bidder either as per this contract, executed between the parties or under any other agreement / contract, the Bank may have executed / shall be executing with the Successful Bidder.

2.30 LIMITATION OF LIABILITY:

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

2.31. COMPLIANCE TO LABOUR ACT:

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

2.32. OTHER TERMS AND CONDITIONS

- i) The Bank shall have the right to withhold any payment due to the SB, in case of delays or defaults on the part of the SB. Such withholding of payment shall not amount to a default on the part of the Bank.
- ii) SB shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- iii) SB shall be responsible for managing the activities of its personnel and will be accountable for both. SB shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.
- iv) SB shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by SB and shall be vicariously liable for all the acts, deeds or things, whether

the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.

- v) The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- vi) SB shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc if any. SB shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc associated in execution of the work awarded under this RFP to work in the specified area and they should not move around at other places of premises without any specific reason.
- vii) SB or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank's premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.
- viii) SB and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.
- ix) SB shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- x) It is well defined and understood that the labour or any employee or technical resources of the SB will have no right for claim of employment on the Bank.
- xi) No extra claim shall be entertained on account of all the redo of work on account of SB's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the SB.
- xii) SB shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.
- xiii) SB shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
- xiv) SB should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, etc, if any.
- xv) The Bank ascertains and concludes that everything as mentioned in the tender document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the SB has not quoted for the same.

2.33. RESOLUTION OF DISPUTES:

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

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

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

ANNEXURE –I

Technical Specifications:-

Feature		Description	Compliance
Management Console			
Enhanced Graphical Dashboard		The selected AV should have Graphical Dashboard , which should give immediate status of health of all client systems and highlights critical security situations that need immediate attention.	
Easy Deployment and Maintenance	Remote Install	The selected AV should have Remote install – Installation via remote access of web console on any system in the network.	
	Notify Install	The selected AV should provide Installation via email notification (containing URL) for client installation.	
	Remote Uninstall	The selected AV should provide uninstallation via remote access of web console on any system in the network.	
Client Action	Remote Scan	The selected AV should have features to allow virus and malware scan of all networked computers from a central location.	
	Remote Update	Networked computers should be able to get updated from a central location.	
	Application Control	The selected AV should give Administrator the complete list of all applications installed in clients, also have provision to view the list of clients that are using a particular application. Administrator can enforce restrictions on clients for usage of a particular application with allow/block/allow internet access. Administrator can manually define rule to block an application with advanced settings and controls through application name or hashing technology.	
	Vulnerability Scan	The selected AV should scan for vulnerable applications installed in your network	

Group Policy Management	Manage Group	The selected AV should create, add, delete, rename Groups and sub groups to manage clients. All clients within a group share the same policy. You can also move clients from one group to another. You can also Pick & add particular group or client to move another group.	
	Manage Policies	These policies contain client settings for different groups in your organization.	
IDS/IPS & Zero Day Attack	IDS/IPS , Port Scanning Protection, DDOS Protection	The selected AV should effectively and efficiently filters unwanted traffic with advanced IPS and IDS functions	
Intelligent Firewall		The selected AV should blocks unauthorized access to business network. Allows customization rules to be set for LAN users and for roaming users (change automatically) for blocking ports/ inbound & outbound traffic with Severity Level of Low, high medium and also admin have provision to get log file report	
Vulnerability Scan		The selected AV should have Vulnerabilities scan, detects clients weakness by scanning the apps & win files which are prone to attacks. EPS also isolates a targeted attack also helps to take report on this	
Email Scan		The selected AV should effectively scans end-user inbound & outbound mail for malware	
Web Security	Browsing Protection	The selected AV should block malware infected and malicious websites.	
	Phishing Protection	The selected AV should block phishing websites.	
Web Filtering		The selected AV should allow blocking of more than 50 categories of websites (e.g. Botnet, cutting, Social Networking, etc.) or user-specified websites to limit web access and increase productivity also facility for Whitelist/Blacklist Custom Time Settings Exceptions	
Advance Storage & Device Control/ Wifi restriction		The selected AV should control and configure various device types for Windows. Robust and flexible management options safeguard against unverified devices. This robust feature also facilitate prevents device access prevention like admin can black list or white list any USB based device in network and assign the same rule to Users wise or group wise , Also Access Restricted Wifi Access for	

		laptop users in organization & Available with Password Protection for USB device	
Schedule	Client Scanning Schedule	The scans can also be scheduled at a specific time.	
	Vulnerability Scan	The Vulnerability Scan can also be scheduled at a specific time.	
	Update scheduling	<p>The Automatic Update can also be scheduled at a specific time as specified by the bank's e-mail admin.</p> <p>Update size limit: Initial update should not be more than 200 MB and later on update/ incremental size should not more than 15 KB</p> <p><i>OGB branches are having bandwidth of 32Kbps and 64Kbps. Update process should not choke the branch intranet network bandwidth. The backend update process should not disturb the normal banking operation.</i></p>	
Multiple Update Managers & Addon server		The product should be deployed as a single management console or as multiple management consoles or as add-on-server. This comes effective in a distributed network setup. The add-on server should hold AV installation packages.	
Reports	Export Report	Report should be able to exported and saved in a variety of formats (e.g. PDF, CSV).	
	Scheduling	Reporting should be scheduled according to the requirements over email	
	Event Logs of Server	Provide events logs of any activity done in Admin console.	
Asset Management		The selected AV should provide Complete Information about client Hardware details and throws notification to administrator even on the event of smallest change	
Update Manager		Should support multiple update manager to reduce network congestion for distributed network.	

Remote based policy management	Administrator should able to enforce policies, if the client is a roaming client. Admin and client should communicate with each other using private gateway.		
Email Notifications	The selected AV should have feature allowing notifications to be sent to configured email addresses and numbers alerting them of critical network events.		
Redirection of Specific Groups/Clients	Manually redirects specific client groups/clients to different servers to manage each client of AV.		
Roaming Client	The selected AV should allow user to take definition update via internet when he is not connected to intranet network without make any changes in settings.		
Easy Migration	Easy migration Antivirus Server. Automatic up gradation of clients		
Easy Licensing	The selected AV should allow user to add additional client license to increase client support.		
Client Features			
Core Protection	Antivirus	Antivirus, or AV software is a computer software used to prevent, detect and remove malicious computer viruses.	
	Anti Spyware	Antispyware software helps protect your computer against pop-ups, slow performance, and security threats caused by spyware and other unwanted software.	
	Anti Malware	Anti-malware will scan computers and systems against malware, including viruses, spyware and other harmful programs such as: computer viruses, malicious BHOs, hijackers, ransomware backdoors, rootkits, trojan horses, worms, malicious LSPs, dialers, fraud tools, adware and spyware.	
	AntiRootkit	A rootkit is a stealthy type of software, typically malicious, designed to hide the existence of certain processes or programs from normal methods of detection and enable continued privileged access to a computer.	
	Behaviour Detection system	enhanced to detect behavioral and characteristic inspection and monitoring of unsafe programs. This results in a clean, more up-to-date and accurate detection of threats.	
Improved Scan Engine	The revamped antivirus scan engine avoids rescanning files that have not been altered since the previous scan. This		

		reduces system resource usage.	
Internet & Network Security	Browsing Protection	Internet security to web browsers in order to protect networked data and computer systems from breaches of privacy or malware	
	Malware Protection	Antivirus or anti-virus software is software used to prevent, detect and remove malware, such as: computer viruses, malicious BHOs, hijackers, ransom ware, key loggers, backdoors, rootkits, trojan horses, worms, malicious LSPs, dialers, fraud tools, adware and spyware. ...	
	Phishing Protection	An anti-phishing service is a technological service that helps prevent unauthorized access to secure and/or sensitive information. Anti-phishing services protect various types of data in diverse ways across a variety of platforms.	
External Drives & Devices	Auto run Protection	Prevents External Drives against auto run malware infection	
	Scan External Drives	Scans external storage devices. Protects USB drives from auto run infections.	
Centralized Quarantine Management & Policy over Ridge	Quarantine Files Management	The selected AV should quarantine a file keeps it on your machine but does not allow you to access it except through the virus program console. Usually the only reason to quarantine something is to wait and see if a new set of virus definitions can clean it and then let the program scan it again.	
	Policy Over Ridge	This a global settings and older data can be purged Administrator can quickly implement any configuration changes globally across the computers using Policy Override without having to change all the policies.	
	Flash Drive Protection	Automatically scans external storage devices. Protects USB drives from auto run infections.	
Preventive Tools	Enhanced Self-Protection	The Self-protection feature now protects Antivirus running processes and services	
	Password Protection	Password protection is a security process that protects information accessible via computers that needs to be protected from certain users. Password protection allows only those with an authorized password to gain access to certain information.	

	Block Suspicious Files	Identify and block suspiciously files.	
	From Admin Server	Client Protection can take update from Admin server.	
Update	From Internet	Client protection can take update form internet, if system is not connected with intranet network.	
Scans	Full System Scan	Will scan complete system	
	Custom Scan	User can scan specific file or folder.	
	Memory Scan	It will help to scan memory of system.	
	Property Sheet Scanner	Property sheet scanner is shortest way to get maximum details of file.	
	Automatic Rogue ware Scan	That deceives or misleads users into paying money for fake or simulated removal of malware (so is a form of ransom ware) — or it claims to get rid of, but instead introduces malware to the computer.	
	Exclude Files and Folders	Exclude file and folder from all scanning.	
	Exclude File extension	Exclude file extension from all scanning.	
	Silent Mode	Suppresses prompts across all Antivirus modules thereby reducing system load and allowing uninterrupted PC usage.	
Service Support			
Phone Support		For technical issue that need expert attention.	
Email Support		For technical issue that need expert attention.	
Chat Support		The OEM should have Support Centre in India	
Remote Support		The vendor/OEM will give remote support	
Vision of Support		Need to ensure that every new update or feature upgrade or new feature/functions gets added to subscribers automatically. The subscribes doesn't have to wait for migration in the event of new feature addition/ feature upgrade.	

ANNEXURE- II (A)

OFFER COVERING LETTER

DATE:

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

Dear Sir,

Sub: Your RFP No.RFP/ITD/001/16-17 dated 03.09.2016

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

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

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

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

Description	Amount in INR	DD / BC NUMBER	DATE OF THE DD	Name of issuing Bank & Branch
Cost of Bid Document	5,000/-			
EMD/ Bank guarantee Amount	40,000/-			

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

ANNEXURE – II (B)
FORMAT FOR TECHNICAL BID

1) Name and Address of the Company	
2) Registered Address of the Company	
3) Location of factory/assembly shop	
3) Year of Incorporation	
4) Local/Contact Address	
5) Contact Person a) Name: b) Designation: c) Phone: d) Fax: e) Cell No: f) E-mail	
6) Turnover and Net Profit of the company (Rs. in Crores).	
FINANCIAL YEAR	Turnover Net Profit (After Tax)
2014-2015	
2015-2016	
7) Details of at least two projects of similar type of implementation licenses in Banks/Insurance Companies / Government Organizations / Financial Institutions/Corporates in India in the last Two(2) years and out of which the bidder should have implemented at least 200 AV Licenses in one project	

We attach herewith the proof of documents as required in support of terms stipulated in clause 1.3 of the RFP No. **RFP/ITD/001/16-17 dated 03.09.2016.**

We confirm that the prices quoted by us in the commercial bid are as stipulated by the Bank in clause 1.10 of the RFP No. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. **RFP/ITD/001/16-17 dated 03.09.2016.**

Authorized Signatory
Place:
Date:

Name and Designation

Office Seal

ANNEXURE- II (C)
ELIGIBILITY CRITERIA-DECLARATION

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

**SUB: Your RFP No .RFP/ITD/001/16-17 dated
.03.09.2016 FOR THE SUPPLY & INSTALLATION OF AV LICENSES:**

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

SI No:	ELIGIBILITY CRITERIA as per Clause No.1.3 of the RFP	Documentary proof Submitted (YES /NO)
1.	The bidder should have registered as a company in India as per Companies Act and should have been in operation for a period of at least 2 years as on date of RFP. The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association are to be submitted along with technical bid. (Documentary proof should be attached).	
2.	The Bidder should have registered a turnover of at least Rs.2 Crores (Rupees Two Crores) per financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last financial years, (not inclusive of the turnover of Associate companies) . Annual reports of 2014-15 and 2015-16 should be attached. In case of bidders whose financial year falls other than April- March of the year or final audited accounts yet to be published, provisional results of 2015-16 (certified by CA) should be attached. (Documentary proof should be attached).	
3.	The bidder should have registered net profit (after tax) for at least one (1) financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 2 financial years as per audited accounts. Annual reports of 2014-15 and 15-16 should be attached. In case of bidders whose financial year falls other than April- March of the year or final audited accounts yet to be published, provisional results of 2015-16 (certified by CA) should be attached. (Documentary proof should be attached).	
4.	The Bidder should be original equipment manufacturer (OEM) for Software or premium partner / authorized reseller of the Software in India. The Bidder must be in position to	

	provide support / maintenance / upgradation during the period of contract with the Bank. Bidder, be it OEM or premium partner /authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in Annexure- IV of this RFP.	
5.	The bidder should have supplied and installed / implemented at least 200 Nos. of AV Licenses in a single order in any Central Government / PSU / Banking / Insurance company / corporate in the last 2 financial years other than Odisha Gramya Bank. Satisfactory Certificate from the client as per format provided in Annexure-V along with documentary proof should be submitted along with the technical bid.	
6.	The bidder must have presence with direct service centers or exclusive franchisee service centers or authorized service centers in our regional office locations. These locations should be staffed with support personnel with experience in service support of Software / equipments proposed to be procured under this bid. Bidder to submit the service centre details as per format provided in Annexure-VI of the RFP along with the technical bid. (Documentary proof should be attached).	
7.	The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexures, addendum and corrigendum for the supply and installation of End Point Security Licenses at its offices located across the Country based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP). Bidder to submit the letter as per format provided in Annexure-VII of the RFP along with the technical bid. (Documentary proof should be attached).	
8.	The bidder should not have been blacklisted for providing Anti Virus Solutions in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP. Bidder to submit the Self Declaration certificate as per format provided in Annexure-VIII of the RFP along with the technical bid. (Documentary proof should be attached).	

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

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

ANNEXURE – III

FORMAT FOR COMMERCIAL BID

1. Name of the Bidder :
2. Address of Bidder's Corporate Office :

****(All price mentioned below should be exclusive of applicable taxes)***

TABLE I – COST OF AV LICENSES:

Sl .No	Description	Qty	Unit Price in INR	Total price in INR for three years
1	Antivirus with web based administrator console and clients	2200		
2	TOTAL COST OF LICENSES			

TABLE II – COST OF IMPLEMENTATION OF LICENSES:

Sl .No	Description	Qty	Unit Price in INR	Total OTC in INR
1	Cost of Implementation for Items with Sl.no:1 (TABLE I)	2200		
2	TOTAL COST OF IMPLEMENTATION			

TABLE III –COST OF SUPPORT OF SOFTWARE LICENSES FOR THREE YEARS AND LICENSE RENEWAL COST FOR ONE YEAR

Sl .No	Description	Qty	Unit Price in INR	Total price in INR
1	Anti-Virus client for three year with one manpower at HO	2200		
2	License Renewal cost for one year after lock in period	2200		
3	TOTAL COST OF MAINTAINANCE AND RENEWAL			

****(Sl. No 2 will not be considered for selection of L1 bidder.)***

TABLE IV- COST OF HARDWARE FOR IMPLEMENTATION OF SERVER (IF REQUIRED):

Sl.No	Description	Qty	Unit Price(Rs.)	Total price (Rs.)
1.	Hardware for Server if Required			
2.	TOTAL COST OF HARDWARE FOR SERVER IF REQUIRED			

TABLE V – TOTAL COST OF OWNERSHIP (TCO):

Sl.No	Description	TABLE	Total Price(Rs.)
1.	Total amount under Serial No. 2 (ADD)	TABLE I	
2.	Total amount under Serial No. 2 (ADD)	TABLE II	

3.	Total amount under Serial No. 1 (ADD)	TABLE III	
4.	Total amount under Serial No. 2 (ADD)	TABLE IV	
5.	GRAND TOTAL		

Note:

- a. L1 will be determined based on the total cost of ownership (TCO) quoted by any of the technically short-listed bidder, whose commercial bid is opened, under Table V Serial No. 5 (Grand Total).
- b. Renewal cost mentioned in Sl. No 2 of table III, of AV LICENSES quoted will not be taken into account for the purpose of reckoning the L1 bidder and not to be construed as firm commitment to enter into by the Bank.

We certify that the items quoted above meet all the Technical specifications as per Annexure I of the RFP No. **RFP/ITD/001/16-17 dated 03.09.2016** and prices quoted are all in compliance with the terms indicated in clause 1.10 of the RFP No **RFP/ITD/001/16-17 dated 03.09.2016**. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. **RFP/ITD/001/16-17 dated 03.09.2016**.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

ANNEXURE- IV
LETTER OF AUTHORISATION / MANUFACTURER AUTHORISATION FORM

We OEM of the Software hereby authorise M/s. _____ (name of the company with address) to submit a bid and subsequently negotiate with you for resell of the products offered , for the quantities , specifications and delivery schedule invited vide RFP Ref No **RFP/ITD/001/16-17 dated 03.09.2016.**

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

ANNEXURE-V

CERTIFICATE FROM CLIENT

This is to certify that we have supplied and installed / implemented at least 200 Nos. of AV Licenses in a single order in any Central Government / PSU / Banking / Insurance company / corporates in the last 2 financial years other than Odisha Gramya Bank, for which we have attached relevant proof of document (copy of purchase order and installation / Implementation certificate attached for reference).

Name of Organisation which the licenses supplied	Year in which Licenses supplied & implemented	Total Order Value	Details of Licenses supplied & installed (List out product supplied & implemented)	Name & Details of contact person of the organization for reference

Authorized Signatory
Place:
Date:

Name and Designation

Office Seal

ANNEXURE -VI

DETAILS OF SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER

S No:	Name of Regional Office Location	Contact details with names , address , contact Number, e-mail ID etc.	Specify whether direct service centers or exclusive franchisee service centers or authorized service centers	Number of Service Engineers attached
1.	Khurda			
2.	Pipili			
3.	Dhenkanal			
4.	Cuttack			
5.	Chandikhole			
6.	Balasore			
7.	Baripada			
8.	Jashipur			
9.	Keonjhar			

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

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

ANNEXURE – VII

LETTER OF UNDERTAKING

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

Dear Sir,

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP No **RFP/ITD/001/16-17 dated 03.09.2016**, its Annexure's, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at _____ this _____ day of _____ 2016.

Yours faithfully,

For _____

Signature: _____

Name: _____

Authorized Signatory

Place:

Date:

Name and Designation

Office Seal

ANNEXURE -VIII

SELF DECLARATION – BLACKLISTING

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

Dear Sir,

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

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

ANNEXURE- XI

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To
.....
.....

WHEREAS _____(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____(hereinafter called "the Tender") in favour of

_____hereinafter called the "Employer"; KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the

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

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

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

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

ii) This Bank Guarantee is valid up to _____ and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated _____day of _____2016.

SIGNED AND DELIVERED BY the
within named Guarantor,

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

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

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

ANNEXURE- XII

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

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: Your Purchase Order No _____ dated _____

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

_____.

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

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

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

ANNEXURE-XIII
FORMAT FOR NON-DISCLOURE AGREEMENT

THIS AGREEMENT made and entered into at Bhubaneswar on this the.....day of.....2015 between **ODISHA GRAMYA BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Central Office at Gandamunda,p.o.-Khandagiri Bhubaneswar-751030, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

AND

.....a company incorporated under the Companies Act 1956 with its registered office at and its local office at hereinafter called the “**COMPANY**” 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 intend to implement ANTIVIRUS at its Organization.

The Bank has short-listed the Company after completion of single enquiry process for procurement of “ANTIVIRUS” in its office. The details of such activities are as per Purchase Order issued by the Bank, duly accepted by the Company.

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:

1. 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 Company may use the information solely for and in connection with the purpose the information was conveyed.

2. Use of Confidential Information.

- i. 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.

- ii. The Company 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.
- iii. The Company shall not 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.

3. 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 (i.e. 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 Company 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 Company, 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 exist 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.

Notwithstanding anything contained in this Agreement, the Company may retain sufficient documentation to support any opinion/ advice that it may provide. Such documentation shall continue to be governed by the terms and conditions of this Agreement.

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

The Company agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Company 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 Company. The firm agrees that the amount of compensation as decided by the Bank will be final.

The Company 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 Chennai.

12. Jurisdiction

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

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
(Authorized Signatory)

COMPANY
(Authorized Signatory)

