



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

RFP Ref. No. OGB/RFP/ITD/NETWORK/005/2018-19 dated 08th March 2019, Amendment_1 Date: 25-03-2019

AMENDMENT_1: RFP FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES

Pre-Bid query and Amendment to RFP FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES (RFP: OGB/RFP/ITD/NETWORK/005/2018-19 dated 08th March 2019). Pre-Bid Meeting Dated 15th March 2019

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1	9	2.2 Objective of this RFP:	Annual Technical Support (ATS) and subscription of network hardware and tools used at DC and DR will under scope of the selected bidder	Clarification Require: Is it that Bidder will buy the Support License, Patch update (if any), Back to Back warranty from OEM. Please confirm	<p>Clarification: The Bidder should buy the support license, patch updates (if any), back to back warranty or AMC from OEM.</p> <p>Amendment: Back to back support from OEM is not required for the network hardware at DC and DR which are declared End of Support (EOS) by respective OEM. Bidder need to submit a certificate or letter from respective OEM stating the list of hardware with serial numbers are end of support. However, bidder will be responsible for AMC support till the end contract period.</p>
2	9	2.2 Objective of this RFP:	A network help desk has been setup at HO, Bhubaneswar to receive down calls from branches and ROs. All activity like receiving network complaints from branches, basic troubleshooting and follow-up with network service providers for branches and ROs are being managed by the network help desk at HO.	Clarification Require: Is it that Bidder need to provide Help Desk/NMS tool or you want only Help desk with MIS maintain Excel Sheet which will be update as per the reporting format.	<p>Clarification: The Bidder need to provide Help Desk/NMS tool.</p> <p>Amendment: Bank is having tools in place as listed in Table# 2 of this Amendment_1 and bidder should provide Reports as listed in Table#3 of this Amendment_1.</p> <p>Bidder should either procure the license of existing tools or should replace with any other tools which provides reports similar to these tools. Bidder should list all the tools required and provide the cost of license and ATS as per commercial format asked</p>

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3	10	2.5 Cost of the RFP	The Bidders can submit the bid response at OGB's office at Head Office, Odisha Gramya Bank, Gandamunda, Bhubaneswar - 751030, along with non-refundable amount of Rs.20,000.00 (Rupees Twenty Thousand only) + Rs.3,600.00 (Rupees Three Thousand Six Hundred only) "towards GST" in envelope A,	Please Amend this clause as per practice EMD of non-Successful bidder along with Tender Cost Fees are refundable	No Amendment & Clarification. Only EMD of unsuccessful bidder will be returned
4	10	Section 3 – Scope of Work	The scope of work for the Bidder would include but not limited to maintain and support of the network infrastructure of DC, DR, configuration of Regional Offices, branches and Head Office, support & maintenance of Network hardware / devices, network tools and providing L1 & L3 resource at DC, one L1 resource at both DR and Head Office for the tenure of the contract.	Clarification Require: Is it that Bidder is also responsible for maintain exiting network set up at branches level. If Yes, Please confirm if it will be a remote support or hand and feet support.	Clarification: Bank have engaged another vendor for network field support at branches for hardware AMC of routers, replacement of LAN, ROUTERS and SWITCHES. Successful Bidder of the RFP will be responsible for network management and all network hardware AMC at DC and DR. Along with this, the successful bidder will be responsible for configuration of all network devices installed at DC, DR, branches, offices and other locations of bank. The successful bidder of this RFP will be responsible for entire network architecture of bank along with hardware AMC of network devices at DC and DR
5	11	Section 3 – Scope of Work	5.Procure & Implement new or renew the existing Network Management Tools like Network Monitoring Systems (NMS), Reporting Tools as per best requirement for DC, DR and branch environment.	clarification Required: Please share the details of present NMS tool so that fresh procurement, implementation and renewal can be address	Clarification: The Bidder need to provide Help Desk/NMS tool. Amendment: Bank is having tools in place as listed in Table# 2 of this Amendment_1 and bidder should provide Report as listed in Table#3 of this Amendment_1. Bidder should either procure the license of existing tools or should replace with any other tools which provides reports similar to these tools. Bidder should list all the tools required and provide the cost of license and ATS as per commercial format asked
6	11	Section 3 – Scope of Work	12. Should perform Performance assessment or Audit periodically of Network infrastructure of bank to best suit for CBS, Server, Database, payment channels, network integration with	Clarification Required: Please confirm the interval of network assessment and Audit for the total support period	Amendment & Clarification: Bidder should to Quarterly Performance assessment of entire bank's network infrastructure of bank to best suit for CBS, Server, Database, Payment channels, network integration with other providers and submit the report to Network Cell of bank.

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			other providers and submit the report to the bank after doing all assessments.		Bank will do VAPT and other audits related to network by engaging third party auditors one in a year. The bidder to cooperate and extend full support to the third party auditor.
7	12	3.2 Network Operations Center (NOC):	3.2 Network Operations Center (NOC): The network operations center shall be managed by the System Integrator. NOC management is based on a centralized model with IT resources located at: 1. One L1 Network Engineer at Head Office 2. One L1 and one L3 Network Engineer at DC 3. One L1 Network Engineer at DR	Clarification Require: It has been stated that monitoring will be 24x7 with 8x8 Week Days and 10x7 on other days. However the Manpower requirement is one for HO,2 for Dc and 01 for DR. Request you to please augment the number of manpower or change the support level whichever feasible.	Amendment: 3.2 Network Operations Center (NOC): The network operations center shall be managed by the System Integrator. NOC management is based on a centralized model with IT resources located at: 1. One L1 Network Engineer at Head Office 2. One L2 and one L3 Network Engineer at DC 3. One L3 Network Engineer at DR
8	12	3.3 Network Security.	The bidder should do periodic annual VAPT and security audit and should submit the reports to IT department	Please confirm the Audit Standard. Like ISO or Clarify the Audit Scope of work	Amendment: Bidder should do annual internal audit of network to identify security vulnerability and resolve the same. Bank will do VAPT and other audits related to network by engaging third party auditors one in a year. The bidder to cooperate and extend full support to the third party auditor.
9	21	Eligibility Criteria	The Bidder should have at least one of the following accreditations/ certifications which is valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 27001:2005 or equivalent C) ISO 27001:2013 D) CMMI Level 5	Please find that A) ISO 9000 / 9001 B) ISO 27001:2005 or equivalent C) ISO 27001:2013 are ok and D) CMMI Level 3 is sufficient to evaluate the bidder credibility. Please amend CMMI Level 5 to CMMI Level3 .Also ISO 20000-1:2011 can be included.	Amendment: The Bidder should have following four accreditations/ certifications which should be valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 20000 or equivalent C) ISO 27001 or equivalent D) CMMI Level 3
10	29	8.4 Performance Bank Guarantee	8.4 Performance Bank Guarantee The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 5 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB	Please clarify as it seem the project tenure is for 03 years and PBG is ask for 05 Years	Amendment: 8.4 Performance Bank Guarantee The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 3 years, with a claim period of 3 (Three) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG,

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			shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder.		OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder.
11	53	7 Annexure J - Eligibility Criteria Compliance	The Bidder should have implemented / Managed / Supported Network of Core Banking solution 24x7 in at least 1 (one) scheduled Banks of India with minimum 500 branches in India.	We request the bank to kindly amend the criteria as: The Bidder should have implemented / Managed / Supported Network of at least 1 (one) scheduled Bank in India with minimum 350 branches in India.	No Amendment & Clarification. As bank is having around 559 locations on its network, a minimum experience of bidder has been asked for 500 branches or locations in a single order.
12	53	8 Annexure J - Eligibility Criteria Compliance	The Bidder should have prior experience of managing/supporting CBS Network Infrastructure at DC and DRC, Security components in a minimum of 2 scheduled commercial Bank in India with minimum of 500 branches per Bank in India	We request the bank to kindly amend the criteria as: The Bidder should have prior experience of managing/supporting Network Infrastructure at DC and DRC, Security components in a minimum of 1 scheduled commercial Bank in India with minimum of 350 branches in India	Amendment: The Bidder should have prior experience of managing/supporting CBS Network Infrastructure at DC and DRC, Security components in a minimum of 1 (one) scheduled commercial Bank in India with minimum of 500 branches per Bank in India
13	53	12 Annexure J - Eligibility Criteria Compliance	Bidder needs to submit a good project management and governance certificate from at least 2 scheduled Commercial Bank in India having minimum 500 branches in India, where the Bidder has managed/supported Core Banking Solution	We request the bank to kindly amend the criteria as: Bidder needs to submit a good project management and governance certificate from at least 1 scheduled Commercial Bank in India having minimum 350 branches in India, where the Bidder has provided managed/ support services.	Amendment: Bidder needs to submit a good project management and governance certificate from at least 1(One) scheduled Bank in India having minimum 500 branches in India, where the Bidder has managed/supported Core Banking Solution
14	31	8.12.1 Payment Terms:	1 Hardware & Tools The Payment against Hardware will be released on successful delivery and installation of new Hardware & tools if any, and after submission of performance guarantee as per this RFP.	We request the bank to kindly amend the payment terms for Hardware & Tools as below: 90% against delivery of equipment 10% against successful installation & submission of PBG.	Amendment: 1 Hardware & Tools The Payment against Hardware will be released on successful delivery and installation of new Hardware & tools if any, and after submission of performance guarantee as per this RFP. The payment against hardware will be released on following process after submission of PBG.: 90% against delivery of equipment 10% against successful installation

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15	9	Section 2 - Introduction 2.2	The Annual Maintenance Contract (AMC) of routers and network field support at Branches, ROs will be under scope of Bank.	Please confirm bidder has no scope at branch level , if any then what is the clear scope of work	Clarification: The hardware AMC and replacement of network devices at branches is under scope of bank. The configuration of branch network devices and network monitoring of branch is under scope of bidder.
16	11	Section 3 – Scope of Work 14	The Network SI shall manage the network configuration requirement all existing payment systems i.e. NEFT, RTGS, IMPS, ATM, RGCS, AEPS etc. or Electronic Direct Benefit Transfer Systems like APBS, PFMS, NACH, or systems to be rolled out in future. The changes required by the regulators should be carried out without any additional cost to the Bank and within the stipulated period.	need more details for scope	The clause has been stated clearly and was discussed during per-bid meeting. The clause remains as it is.
17	11	Section 3 – Scope of Work 15	The Network SI is to configure and provide network support for any new applications as and when required by the Bank without charging any extra cost to the Bank.	Support will be limited to Network availability only ,or bidder has to do the complete installation of application , please clarify	Clarification: The network SI should configure and provide network support for all application as and when required by the bank without charging any extra cost to the bank. The support should be only for network related activity and changes.
18		General	NMS	what is the current NMS and helpdesk tool	Clarification: The Bidder need to provide Help Desk/NMS tool. Amendment: Bank is having tools in place as listed in Table# 2 of this Amendment_1 and bidder should provide Report as listed in Table#3 of this Amendment_1. Bidder should either procure the license of existing tools or should replace with any other tools which provides reports similar to these tools. Bidder should list all the tools required and provide the cost of license and ATS as per commercial format asked
19	16	3.8	Bidder should factor the license cost and management cost for deployment and maintenance of IPS in existing firewall.	For how long these devices are in Support from OEM? What is the duration required.	Clarification: Bank will share the serial numbers of network devices listed in the RFP on receiving request mail from the interested bidder's e-mail address. Amendment:

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					Back to back support from OEM is not required for the network hardware at DC and DR which are declared End of Support (EOS) by respective OEM. Bidder need to submit a certificate or letter from respective OEM stating the list of hardware with serial numbers are end of support. However, bidder will be responsible for AMC support till the end contract period.
20	20	Section 4 - Eligibility Criteria 7	The Bidder should have implemented / Managed / Supported Network of Core Banking solution 24x7 in at least 1 (one) scheduled Banks of India with minimum 500 branches in India. Experience certificate in the relevant Bank's letter head	We understand that all three mentioned clauses refer to Bidder experience for supplying, Managing CBS network in bank in India. Hence we assumed that common credentials will be sufficient to establish the eligibility. Please confirm. Also request you to delete the duplicate clauses. Request you to please consider PO and LOC/mail confirmation instead of experience certificate.	No Amendment & Clarification. As bank is having around 559 locations on its network, a minimum experience of bidder has been asked for 500 branches or locations in a single order. Bidder may provide common credentials for released clauses if satisfies.
21	20	Section 4 - Eligibility Criteria 8	The Bidder should have prior experience of managing/supporting CBS Network Infrastructure at DC and DRC, Security components in a minimum of 2 scheduled commercial Bank in India with minimum of 500 branches per Bank in India Relevant Credential letters OR Purchase Order with the Bank's confirmation for having executed the Purchase Order	We understand that all three mentioned clauses refer to Bidder experience for supplying, Managing CBS network in bank in India. Hence we assumed that common credentials will be sufficient to establish the eligibility. Please confirm. Also request you to delete the duplicate clauses. Request you to please consider PO and LOC/mail confirmation instead of experience certificate.	Amendment: The Bidder should have prior experience of managing/supporting CBS Network Infrastructure at DC and DRC, Security components in a minimum of 1 (one) scheduled commercial Bank in India with minimum of 500 branches per Bank in India
22	21	Section 4 - Eligibility Criteria 11	Must have experience in network integration and support of other surround applications that the Bank has currently implemented like ATM, NEFT/RTGS, FI gateway solution, e-KYC, APBS, PFMS, IMPS, SMS Gateway with Core banking environment in India. Relevant Credential letters OR Purchase Order with the Bank's confirmation for having executed	We understand that all three mentioned clauses refer to Bidder experience for supplying, Managing CBS network in bank in India. Hence we assumed that common credentials will be sufficient to establish the eligibility. Please confirm. Also request you to delete the duplicate clauses. Request you to please consider PO and LOC/mail confirmation instead of experience certificate.	Clarification: This clause refers to the experience in managing network for payment channels. Bidder should provide relevant credential or experience certificate in this regards from existing customer.

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			the Purchase order to the satisfaction of the bank.		
23	21	Section 4 - Eligibility Criteria 12	<p>Bidder needs to submit a good project management and governance certificate from at least 2 scheduled Commercial Bank in India having minimum 500 Branches in India, where the Bidder has managed/supported Core Banking Solution</p> <p>Bidder needs to submit the credentials or declaration in this regards.</p>	<p>We understand that all three mentioned clauses refer to Bidder experience for supplying, Managing CBS network in bank in India. Hence we assumed that common credentials will be sufficient to establish the eligibility. Please confirm.</p> <p>Also request you to delete the duplicate clauses. Request you to please consider PO and LOC/mail confirmation instead of experience certificate.</p>	<p>Amendment: Bidder needs to submit a good project management and governance certificate from at least 1(One) scheduled Bank in India having minimum 500 branches in India, where the Bidder has managed/supported Core Banking Solution</p>
24	21	Section 4 - Eligibility Criteria 10	<p>The Bidder should have at least one of the following accreditations/ certifications which is valid as on submission date of this RFP</p> <p>A) ISO 9000 / 9001 B) ISO 27001:2005 or equivalent C) ISO 27001:2013 D) CMMI Level 5</p> <p>Copy of certificate should be submitted</p>	Request you to please accept letter from auditor as audit is in process.	<p>Amendment: The Bidder should have following four accreditations/ certifications which should be valid as on submission date of this RFP</p> <p>A) ISO 9000 / 9001 B) ISO 20000 or equivalent C) ISO 27001 or equivalent D) CMMI Level 3</p>
25	29	Section 8- Terms and Conditions 8.4	<p>Performance Bank Guarantee</p> <p>The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 5 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder.</p>	The contract period is mentioned as 3 years, how can we provide a PBG for 5 years	<p>Amendment: 8.4 Performance Bank Guarantee</p> <p>The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 3 years, with a claim period of 3 (Three) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder.</p>
26	31	Section 8- Terms and Conditions 8.9(1)	<p>Penalty for Delay in Transaction</p> <p>For every percentage or part thereof, for down time over and above end of Nov-2019, 0.001% of</p>	Require an upper limit on the total penalty at 10% of contract value max.	<p>Amendment: Penalty for Delay in Transaction</p> <p>For every percentage or part thereof, for down time over and</p>

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			the Total project cost for every one day delay will be deducted as penalty for the subsequent payment to the bidder. Penalty will not be applicable if the reason of delay is due to bank or		above last working day of November-2019, 0.001% of the Total project cost for every one day delay will be deducted as penalty for the subsequent payment to the bidder maximum up to 10% of the contract value. Penalty will not be applicable if the reason of delay is due to bank.
27	31	Section 8- Terms and Conditions 8.9(2)	Penalty for not meeting the SLA on Network Uptime: The penalty for downtime, if any, for network at DC, DR or branches reason attributed to the selected bidder will be calculated on monthly basis and deducted on quarterly payment. The penalty for downtime for any link during any quarter shall not exceed the quarterly charges payable for that particular link.	1. Upper limit has to be restricted to 10% of quarterly charges 2. Project to confirm on Uptime	Amendment: Penalty for not meeting the SLA on Network Uptime: The penalty for downtime, if any, for network at DC, DR or branches reason attributed to the selected bidder will be calculated on monthly basis @ 0.01% of every 0.01% downtime over and above allowed MTTR as per clause 8.8 and will be deducted from quarterly payment to be bidder maximum up to 10% of the quarterly charges.
28	31	Section 8- Terms and Conditions 8.11	Product Upgrades At any time during term of the purchase order / performance of the RFP/Contract, should technological advances be introduced by the OEM/ Bidder for information technologies originally offered by the bidder in its bid and still to be delivered, the bidder shall be obliged to offer to OGB the latest version of the available technologies having equal or better performance or functionality at the same or lesser unit prices. During performance of the RFP/Contract, the Bidder shall offer to OGB all new versions, releases and updates of hardware, software, Firmware as well as related technical support within 30 days of their availability from the OEM free of cost, where ever applicable.	Do we have such back to back terms with the OEM or will we be incurring the cost of providing upgrades FOC?	Amendment: During performance of the RFP/Contract, the Bidder shall offer to OGB all new versions, releases and updates of hardware, software, Firmware as well as related technical support within 30 days of their availability from the OEM free of cost, where ever applicable. Bidder need to have back to back subscription agreement with OEM to get updates on software, firmware or version update for Network Device OS and Tools provided.
29	NEW	Wage Payment to Resources	NEW	NA	New Clause: The successful bidder shall liable to pay, the monthly wages to his deployed Network engineers in accordance to applicable minimum wages Act. (A declaration should be submitted along with the technical bid)

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30	29	8.2 Term of the Order	The term of the Notification of Award / Purchase Order / Contract Period shall be for a period of 3 years from date of completion of Transition period, subject to mutually agreed terms and conditions. There will be a Transition period of 2 months from the effective date mentioned in the PO to take over the support of in-scope applications from the existing vendors. The Contract Period of 3 years will start after the Transition period. The Bidder is required to provide Facility Management support for all the in-scope applications and infrastructure throughout the tenure of the contract without any extra cost to Bank as mentioned in Section 3.	NA	Amendment: The term of the Notification of Award / Purchase Order / Contract Period shall be for a period of 3 years from 1st December 2019 , subject to mutually agreed terms and conditions. There will be a Transition period of 2 months from 1st October 2019 till 30th November 2019 to take over the support of in-scope applications and for hand over - Take over from the existing vendors. The Contract Period of 3 years will start after the Transition period i.e. from 1st December 2019 . The Bidder is required to provide Facility Management support for all the in-scope applications and infrastructure throughout the tenure of the contract without any extra cost to Bank as mentioned in Section 3.
31	NEW	Transition period or Handover / Takeover			New Clause: The selected bidder will be allowed to engage their resources at Bank's Data Center, Disaster Recovery Center and Head Office for proper Hand Over and Takeover of network support from bank's existing vendor from 1st October 2019. The engagement of resources and activity during Transition period should be free of cost to the bank. All activity related to Hand over and take over should be documented properly and should be completed by 20th November 2019. Selected bidder should submit signoff regarding successful handover and takeover of knowledge and hardware from existing bidder by 20th November 2019. The Network Engineer engaged during Transition period must be engaged during contract period and should not be changed before 31st December 2020.
32	12	3.4 Network Infrastructure Management:	For administration of bank's network, one L3 and one L1 resources should be deployed at DC, one L1 resource should be deployed at DR, and one L1 resource should be deployed at Head Office of OGB. O All resources at DC, DR and Head Office should be competent in managing complex network in BFSI domain. O The L3 resource should have minimum		Amendment: For administration of bank's network, one L3 and one L2 resources should be deployed at DC, one L3 resource should be deployed at DR, and one L1 resource should be deployed at Head Office of OGB. O All resources at DC, DR and Head Office should be competent in managing complex network in BFSI domain.

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			<p>experience of 3 years in managing network infrastructure along with data center network of any bank / Financial / Insurance organization in India.</p> <p>O L1 resource deployed at DC and DR should be fluent in spoken English and should have at least one year of managing network infrastructure of any bank / Financial / Insurance organization in India.</p> <p>O L1 resource deployed at Head Office should be fluent in spoken ODI and English and should be available during Head Office hours of bank and as a when required during holidays.</p>		<p>O The L3 Engineer should have minimum experience of 2 years as L3 network engineer in managing network infrastructure along with data center network of any bank / Financial / Insurance organization in India.</p> <p>O The L2 Engineer should have minimum experience of 2 years as L2 network engineer in managing network infrastructure along with data center network of any bank / Financial / Insurance organization in India.</p> <p>O L1 resource deployed at DC and DR should have be fluent in spoken English and Odia. The L1 engineer should have at least 2 years of managing network infrastructure of any bank / Financial / Insurance organization in India.</p> <p>o L1 resource deployed at Head Office should be fluent in spoken Odia and English and should be available during Head Office hours of bank and as an when required during holidays.</p>
33	21	4.1 Eligibility Criteria 14	<p>All L3 network engineers and single point of contact appointed for this project during the contract period should be on payroll of bidder. L3 engineer at DC should have any of the network certification like ICND 1 & 2 / CCNA / JNCIA / HP-AIS.</p> <p>Bidder need to submit declaration on bidder's letter head for submission of relevant copy of certificates and relevant document on awarded as L1 bidder.</p>		<p>All L3 network engineers and single point of contact appointed for this project during the contract period should be on payroll of bidder.</p> <p>L3 & L2 engineer at DC and DR should have any one of the network certification like ICND 1 & 2 / CCNA / JNCIA / HP-AIS.</p> <p>Bidder need to submit declaration on bidder's letter head for submission of relevant copy of certificates and relevant document on awarded as L1 bidder.</p>
34	21	4.1 Eligibility Criteria 15			<p>The Pre-Contract integrity pact is to be executed in non-judicial stamp paper of worth Rs.250/- in conformity to CVC format as per "Annexure M – Pre Contract Integrity Pact" of Amendment_1.</p>

Table#2: Name of Network related Tools in use			
SI No	Name of Tools	Details	Purpose
1	HP Business Service Management	HP BSM software helps organizations to optimize their IT infrastructure by monitoring, alerting and acting upon incidents that potentially impact infrastructure, application and business process availability and performance.	Consolidation of event from other monitoring tools in a single console.
2	Network Node Manager i	HP NNMi has the web based console, which acts as the gateway towards the network management	Complete monitoring of Network node only. Which fetches node interface, CPU & memory utilization via report as well as GUI, overall node live status etc.
3	HP Service Manager	The HP-SM basically a software, which used for record every incidents or interactions or changes or problems happened to the account through this software.	Details analysis of ticket with solution for every event logged in this software.
4	What up Gold	WhatsUp Gold provides complete visibility into the status and performance of applications, network devices and servers in the cloud or on-premises.	To monitor the network status of all the branches and offices on real time based on ICMP.

Table # 3: List of Reports

Sl. No.	Report type
1	Node utilization monitoring & reporting of CPU, Memory, storage, interface.
2	Node link monitoring & reporting like packet loss, latency, interface errors, speed.
3	Node Uptime or down time or restart time report
4	Interface errors report.
5	Inventory report
6	Node details like OS type, interfaces count , RAM & Storage size, IP address details, Serial number etc via GUI view
7	Alert and alarm of node status.
8	Network log should be stored for a period of 3 years.
9	Configuration backup.
10	Issue and monitoring or Trouble ticketing for all type of network issues in Bank's network. Tickets will be raised by Network Help desk at Head Office for all 451 locations of bank.
11	Down time report of branch, offices, DC and DR network segregated by network service provider in excel format.

Section 1 – New Bid Schedule

S.No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/RFP/ITD/NETWORK/005/2018-19
2.	Date of Issue of RFP	08 th March 2019
3.	Last date for receipt of queries, if any.	14 th March 2019, 17:00 hours
4.	Pre Bid Meeting	15 th March 2019, 11:30 hours
5.	Bid Submission Mode.	Through manual Tendering process
6.	Last Date and Time for submission of bids along with supporting documents through the above	23rd April 2019 on or before 17:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
7.	Last date, time and place for submission of Original Demand Draft for Cost of document, EMD / Bank Guarantee.	23rd April 2019 on or before 17:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
8.	Date, time and venue for opening the technical bid.	24th April 2019 at 11:00 hours at the Bank's Information Technology Department, Bhubaneswar.
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.6 and for any enquiries.	R. R. Venkatachary – General Manager IT S. K. Basa – 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 officials for any clarification.	Mr. S K Basa – Sr. Manager IT - 0674-2353045 Mr. A. Patra – Manager-IT - 0674-2353033
13.	Contact e-mail ID	procurement@odishabank.in network@odishabank.in HOD-IT@odishabank.in

Note: Bids will be opened in the presence of the Bidders' representatives who choose to attend.

Annexure R – New Commercial Bid Format
(Company letter head)

OGB/RFP/ITD/NETWORK/005/2018-19 dated 08/MAR/2019 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTRE, DISASTER RECOVERY CENTRE, OFFICES AND BRANCHES

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

***All prices are in INR including all taxes and duties excluding applicable Goods and Service Tax.**

Section: 1 – Annual Maintenance Contract (AMC)

Table 1: AMC for Network Hardware

SL No	Network HW	Type	Location	Count	Yr 1	Yr 2	Yr 3	Total
1	Juniper J6350	Router	DC - Chennai	2				
2	Juniper SSG20	Router	DC - Chennai	2				
3	HP-MSR 3044	Router	DC - Chennai	2				
4	HP-MSR 3044	Router	DR - Hyderabad	2				
5	Juniper J6350	Router	DR - Hyderabad	2				
6	HP MSR 2003	Router	DC - Chennai	5				
7	HP MSR 2003	Router	DR - Hyderabad	7				
8	Juniper EX 4200	Switch	DC - Chennai	2				
9	Juniper EX 3200	Switch	DC - Chennai	5				
10	Juniper EX 4200	Switch	DR - Hyderabad	2				
11	Juniper EX 3200	Switch	DR - Hyderabad	4				
12	Juniper EX 4300	Switch	DC - Chennai	2				
13	Juniper EX 4300	Switch	DR - Hyderabad	2				
12	Juniper SRX 650	FW-Router	DC - Chennai	2				
13	Juniper SRX 650	FW-Router	DR - Hyderabad	2				
14	Fortigate 500D	Firewall	DC - Chennai	1				
15	Fortigate 500D	Firewall	DR - Hyderabad	1				
	----	----	Total	45				

Section: 2 – Licenses

Table 1: Subscription cost for Firewalls

SL No	Network HW	Type	Location	Count	Yr 1	Yr 2	Yr 3	Total
1	Juniper SRX 650	Firewall	DC - Chennai	2				
2	Juniper SRX 650	Firewall	DR - Hyderabad	2				
3	Fortigate 500D	Firewall	DC - Chennai	1				
4	Fortigate 500D	Firewall	DR - Hyderabad	1				
	----	----	Total	----				

Table 2: License or ATS cost for additional tools

SL No	Description	ATS/License	Location	Count	Yr1	Yr2	Y3	Total Price
1	<Tools Name> (NMS Tool)		<Location>	<count>				
2	<Tools Name> (VAPT Tool)		<Location>	<count>				
3	<Tools Name>		<Location>	<count>				
4	<Tools Name>		<Location>	<count>				
5	<Tools Name>		<Location>	<count>				
6	<Tools Name>		<Location>	<count>				
7	<Tools Name>		<Location>	<count>				
8	<Tools Name>		<Location>	<count>				
9	<Tools Name>		<Location>	<count>				
--	--	--	--	Total				

Section: 3 – Network Engineer Cost

SL No	Description	Place of Posting	Unit	Yr1	Yr2	Y3	Total Price
1	L3 Engineer	DC Chennai	One				
2	L3 Engineer	DR Hyderabad	One				
3	L2 Engineer	DC Chennai	One				
4	L1 Engineer	Head Office, Bhubaneswar	One				

Section: 4 – Total Cost

Section	Table Number	Total cost of Table
Section: 1 – Annual Maintenance Contract (AMC)	Table 1: AMC for Network Hardware	
Section: 2 – Licenses	Table 1: Subscription cost for Firewalls	
Section: 2 – Licenses	Table 2: License or ATS cost for additional tools	
Section: 3 – Network Engineer Cost		
	Total cost of project	

***The total cost of the project under “Section:3-Total cost” will be used for the section of L1 bidder.**

We certify that price quoted are all-inclusive (excluding applicable Government Tax component) as per clauses mentioned in the RFP No. **OGB/RFP/ITD/NETWORK/005/2018-19 dated 08/MAR/2019**. We also confirm that the price quoted meets all the specifications and scope of work mentioned in the RFP No. **OGB/RFP/ITD/NETWORK/005/2018-19 dated 08/MAR/2019**.

Authorised Signatory:

Name and Designation:

Office Seal:

Annexure M - Pre Contract Integrity Pact

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 2019, between, on one hand, Odisha Gramya Bank acting through Shri _____, Designation of the officer of Odisha Gramya Bank, a Regional Rural Bank and an enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

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

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

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

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

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

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

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

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

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

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

Article 1: Commitments of the BUYER

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

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

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

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

Article 2: Commitments of BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 4: Previous Transgression

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

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

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

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

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

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

Article 5: Criminal Liability

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

Article 6: Earnest Money (Security Deposit)

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

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

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

-

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

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

Article 7: Sanction for Violations

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

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

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

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

Article 8: Independent External Monitors

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

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

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

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

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

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

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

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

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

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

Article 9: Facilitation of Investigation

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

Article 10: Law and Place of Jurisdiction

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

Article 11: Other Legal Actions

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

Article 12: Validity

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

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

Article 13: Code of Conduct

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

Article 14: Examination of Books of Accounts

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

Article 15: Legal and Prior Rights

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

Article 16: Other Provisions

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

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

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

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

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

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