



ODISHA GRAMYA BANK

Information Technology Department
Head Office, Gandamunda, P.O. Khandagiri, Bhubaneswar-30

RFP Ref No. OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th October 2022
REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR REFRESHMENT
MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES
AND BRANCHES

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Checklist

The following items must be checked before the Bid is submitted:

1. **₹2,950.00 (Rupees Two Thousand Nine Hundred Fifty only)** including GST towards cost of Bid document in form of Demand Draft issued by any commercial bank in India. The scanned copy of the Demand Draft to be uploaded in e-Procurement portal and the original DD must reach at Head Office of OGB on or before last date of submission of bid along with other documents.
2. Earnest Money Deposit (EMD) in form of Bank Guarantee (BG) amounting to **₹20,00,000/- (Rupee Twenty Lakhs only)**. The scanned copy of Bank Guarantee to be uploaded in e-Procurement portal and the hard copy of the BG must reach at Head Office of OGB before last date of submission of bid.
3. Class 3 Digital Signature Certificate (DSC) with signing and encryption facility, of person having power of attorney for submission of bid. Scanned copy of Power of Attorney of Bidder to be uploaded in e-Procurement portal and the hard copy of the Power of Attorney of Bidder must reach at Head Office of OGB before last date of submission of bid.
4. Integrity Pact duly signed on stamp paper of ₹100.00. Scanned copy of the integrity pact must be uploaded in e-Procurement portal and physical copy of integrity pact must be delivered at Head Office of Odisha Gramya Bank on or before last date of bid submission.
5. Eligibility Criteria, Technical and Commercial Bids should be prepared in accordance with the RFP document and should be uploaded to e-Procurement portal.
6. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory and uploaded to e-Procurement portal of Bank using DSC.
7. Prices should be quoted in Indian Rupees (INR).
8. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant fields.

All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

Abbreviations and Acronyms

The following abbreviations and acronyms defined in this RFP are as under

1	BG	Bank Guarantee
2	DC	Data Centre
3	DRC	Disaster Recovery Centre
4	EMD	Earnest Money Deposit
5	IPR	Intellectual Property Rights
6	LAN	Local Area Network
7	OGB	Odisha Gramya Bank
8	OEM	Original Equipment Manufacturer
9	RFP	Request for Proposal
10	PBG	Performance Bank Guarantee
11	SLA	Service Level Agreement
12	WAN	Wide Area Network
13	VSAT	Very Small Aperture Terminal
14	MPLS	Multiprotocol Label Switching
15	SD-WAN	Software Defined Wide Area Network
16	NOC	Network Operation Centre

Section 1 - Bid Schedule and Address

S.No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/RFP/ITD/NETWORK/012/2022-23
2.	Date of Issue of RFP	27 th October 2022
3.	Last date for receipt of queries, if any.	03 rd November 2022, 14:00 hours
4.	Pre Bid Meeting	04 th November 2022, 11:00 hours
5.	Bid Submission Mode.	Through e-procurement portal: https://odishabank.abcprocure.com/EPROC/
6.	Last Date and Time for submission of bids along with supporting documents through the above	18 th November 2022 on or before 15:00 hours
7.	Last date, time and place for submission of Original Bid Cost (DD), Bank Guarantee towards EMD, Integrity Pact and Power of Attorney.	18 th November 2022 on or before 15:00 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.	18 th November 2022 at 16:00 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 submission of documents as stated in serial No.9 and for any enquiries.	B. K. Patra – General Manager S. S. Acharya – Sr. Manager IT A. Patra- Sr. Manager-IT G. Sahoo – Asst. Manager
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. S. Acharya – Sr. Manager IT - 9437285358 Mr. A. Patra – Sr. Manager-IT – 9886123436 Mr. G. Sahoo – Asst. Manager - 9040140507
13.	Contact e-mail ID	network@odishabank.in alingan.patra@odishabank.in gopinath.sahoo@odishabank.in
14.	Contact details of Independent External Monitor	Name: Vinayaka Rao Turaga email: tvrao56@gmail.com

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. If last day of submission of bids is declared a holiday under NI Act by the Government or any restriction imposed by Government due to COVID-19 pandemic, subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
3. Bids sent through post/courier or by hand will not be accepted/ evaluated. Bids should be submitted in the e-procurement portal of Odisha Gramya Bank. Original copy of Bid Cost DD, EMD Bank Guarantee, Power of Attorney and Integrity Pact must reach to Head Office of Odisha Gramya Bank (OGB) on or before last date and time of submission of Bids. **Any delay due to postal and or courier will not be considered towards relaxation in submission of physical copies of required documents.**

Section 2 - Introduction

2.1 About OGB:

Odisha Gramya Bank has been formed on 7th January 2013 with the amalgamation of Neelachal Gramya Bank, Kalinga Gramya Bank and Baitarani Gramya Bank as per Government of India, Department of Financial Services, Ministry of Finance, and Notification No. F.1 / 1 / 2012-RRB dated 07/01/2013 issued under sub-section (1) of Section 23A of Regional Rural Banks Act 1976 (21 of 1976).

Odisha Gramya Bank (OGB) with Head Office at Bhubaneswar is operating in 13 Districts of Odisha with 549 Branches, 1 Central Clearing Office (CCO) & 09 Regional Offices and Head Office. The Bank has Implemented Core Banking Solution with Finacle 7.0.18 and in process to upgrade to Finacle 10.2.25.

2.2 Objective of this RFP:

Odisha Gramya Bank (hereinafter referred to as "Bank" or "OGB") invites Request for Proposal (hereinafter referred to as "RFP" or "Tender") for Selection of Service Integrator (hereinafter referred to as "SI" or "Vendor" or "Selected Bidder") for refreshment, implementation and Network Facility Management of Network devices at DC & DRC and to provide Network Configuration Management for DC, DR and Branch Network devices.

Bidders with unsatisfactory past record need not apply.

Please note:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
4. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;

- ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

2.3 Overview of existing infrastructure

2.3.1 Data Centers:

The Data Centre (DC) is at Siruseri Chennai and Disaster Recovery Centre (DRC) is at Madhepur, Hyderabad. Bank has co-located rack space at both the Data Centers.

2.3.2 Branches and Offices:

Bank is having 549 branches, 9 Regional Offices, 1 Central Clearing House distributed across 13 districts of Odisha. The Head Office is located at Bhubaneswar.

2.3.3 Existing Network Service Providers

Name of Service Provider	Types of Services Provided	Existing Backhauls	Connectivity
M/s Bharti Airtel Ltd.	MPLS	2 units of 40Mbps MPLS backhauls at DC and 2 units of 40Mbps MPLS backhauls at DR	To Branches over RF last mile. To ATMs over VSAT last mile.
M/s HCIL Comtel (P) Ltd. M/s Hughes Communications (P) Ltd.	VSAT	2 units of 40Mbps MPLS backhauls at DC of Airtel and 2 units of 40Mbps MPLS backhauls at DR of Airtel.	To Branches VSAT last mile. To ATMs over VSAT last mile.
M/s Nelco Ltd. M/s Tatanet Ltd.	VSAT	2 units of 2Mbps Backhauls at DC and 2 units of 2 Mbps backhauls at DR	To ATMs over VSAT last mile.
M/s Vodafone Idea Ltd.	MPLS	2 units of 30Mbps MPLS backhauls at DC and 2 units of 30Mbps MPLS backhauls at DR	To Branches over RF last mile.

Name of Service Provider	Types of Services Provided	Existing Backhauls	Connectivity
M/s Bharti Airtel Ltd.	ILL	10 Mbps ILL at DC, Chennai	Internet connectivity at DC
M/s Tata Communications Ltd.	ILL	2 Mbps ILL at DC, Chennai	Internet connectivity at DRC
Yet to be selected	SDWAN	60 dual backhauls to each data centres to be connected on completion of procurement process for connectivity over SDWAN technology	Under process of implementation of SDWAN managed service for connectivity to 100 locations.

2.3.4 Hardware infrastructure

1. Bank is having one Fortinet 500D Firewall for internet link at DC Chennai and one at DR Hyderabad.
2. Bank is having a LAN Firewall cluster of Juniper SRX550 at DC Chennai and one cluster at DR Hyderabad for intranet network.
3. Other router and switches at DC and DRC are of Juniper SRX series and HPE MSR.
4. Branches are provided with routers of Juniper SSG20, HPE MSR 1003 and unmanaged switches.
5. The list of network devices at DC and DR are listed below:

a. DC Devices:

SL No	Purpose	Model	Purchase Date
1	INTERNET FIREWALL	FortiGate 500D	01-11-2017
2	VODAFONE ROUTER (CORE Router)	HP MSR 3044	01-10-2017
3	FIS ROUTER 1	HP MSR 2003	01-10-2017
4	FIS ROUTER 2	HP MSR 2003	01-10-2017
5	NELCO ROUTER 1	HP MSR 2003	01-10-2017
6	NELCO ROUTER 2	HP MSR 2003	01-10-2017
7	INTERNET ROUTER	HP MSR 2003	01-10-2017
8	DMZ SWITCH	Juniper EX 3400	16-12-2019
9	CORE SWITCH 2	Juniper EX 4200	01-12-2017
10	CORE SWITCH 1	Juniper EX 4200	01-12-2017
11	LAN FIREWALL 1	Juniper SRX550	16-12-2019
12	LAN FIREWALL 2	Juniper SRX550	16-12-2019
13	AIRTEL ROUTER (CORE Router)	Juniper SRX550	16-12-2019
14	IOB ROUTER	Juniper SRX320	16-12-2019
15	L2 SWITCH 4	Juniper EX 3400	16-12-2019
16	L2 SWITCH 2	Juniper EX 3400	16-12-2019
17	L2 SWITCH 3	Juniper EX 3400	16-12-2019
18	L2 SWITCH 1	Juniper EX 3400	16-12-2019

b. DRC Devices:

SL No	Purpose	Model	Purchase Date
1	INTERNET FIREWALL	FortiGate 500D	01-11-2017
2	VODAFONE ROUTER (CORE Router)	HP MSR 3044	01-10-2017
3	NELCO ROUTER 1	HP MSR 2003	01-10-2017
4	NELCO ROUTER 2	HP MSR 2003	01-10-2017
5	FIS ROUTER	HP MSR 2003	01-10-2017
6	IOB ROUTER	HP MSR 2003	01-10-2017

SL No	Purpose	Model	Purchase Date
7	INTERNET ROUTER	HP MSR 2003	01-10-2017
8	WORKSTATION SWITCH	Juniper EX 4300	01-12-2017
9	CORE SWITCH 1	Juniper EX 4200	01-12-2017
10	CORE SWITCH 2	Juniper EX 4200	01-12-2017
11	LAN FIREWALL 2	Juniper SRX550	16-12-2019
12	LAN FIREWALL 1	Juniper SRX550	16-12-2019
13	AIRTEL ROUTER (CORE Router)	Juniper SRX550	16-12-2019
14	L2 SWITCH 1	Juniper EX 3400	16-12-2019
15	L2 SWITCH 2	Juniper EX 3400	16-12-2019
16	DMZ SWITCH	Juniper EX 3400	16-12-2019
17	DMZ SWITCH-2	Juniper EX 3400	16-12-2019
18	IOB DR-DC Router	HP MSR 2003	01-10-2017

2.3.5 Branch Connectivity

Name of Service Provider	Types of Services Provided	Number of links	Type
M/s Bharti Airtel Ltd.	MPLS	257	251 as Primary 2 as secondary 4 at DC-DR
M/s HCIL Comtel (P) Ltd. M/s Hughes Communications (P) Ltd.	VSAT	297	94 as primary connectivity 203 as secondary connectivity
M/s Nelco Ltd. M/s Tatanet Ltd.	VSAT	73	73 for ATM
M/s Vodafone Idea Ltd.	MPLS	220	204 as primary 9 (RO) 1 (HO) 4 DC-DR 2 - Mumbai/ Bengaluru
M/s Bharti Airtel Ltd.	ILL	1	1 at Chennai
M/s Tata Communications Ltd.	ILL	1	1 at Hyderabad
Yet to be Selected	SDWAN	100	Under process of implementation of SDWAN managed service for connectivity to 100 locations.

Bank is having Network Operation Centre at three distributed locations, Data Centre Chennai, Disaster Recovery Centre Hyderabad and Head Office Bhubaneswar. All configuration related activities are being carried out from DC and DR. The L1 support to branches are provided from Network Help desk at Head Office.

2.3.6 Existing Network Architecture

The network design of Data Centre Chennai and Disaster Recovery Hyderabad are provided in Appendix-1.

2.4 Cost of the RFP

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

2.5 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the decision of OGB on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned after the final declaration of the successful Bidder.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1. Any query received after the last date for submission of pre-bid queries as given in Section-1 will not be considered.

2.6 Ownership of this RFP

The content of this RFP is a copy right material of Odisha Gramya Bank. No part or material of this RFP document should be published in paper or electronic media without prior written permission from OGB.

Section 3 – Scope of Work

The Bank reserves the right to enhance, modify, improve, and amend etc., the scope of work in order to give effect to / achieve the purpose of this RFP.

Broad overview of services will be as follows. However, the detailed services will be finalized in the SOW after consultation with the successful bidder.

3.1 Scope of work for bidder:

The broad scope of work for bidder are as under:

1. Transition from the existing SI and run the current setup on AS IS WHERE IS basis.
2. **FMS:** Facilities Management Services for existing network infrastructure of bank excluding hardware AMC and field support for network devices at branches & ROs.
3. **AMC:** Annual Maintenance Contract of all network related hardware like Routers, Switches and Firewalls listed in this RFP at DC and DRC.
4. **Refreshment of Devices:** Procurement and (or) renewal of license on subscription model for Routers, Switches and Firewalls at DC and DRC as per requirement.
5. **Tools:** 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.
6. **Engineers:** Engagement of Network Engineers at Data Center, Disaster Recovery Centre and Head Office for Network Operation.
7. **COE:** Remote hand support of Bidder's Center of Excellence for network operation services.
8. **Survey:** The selected SI shall do pre-implementation site survey, study of existing network, Planning, Design, development of its Testing Protocol/Procedure & Methodology.
9. **Audit:** The SI shall engage a third party CERT-IN empaneled auditor to do end to end network migration audit including pre & post configuration audit, security configuration audit and vulnerability mitigation audit.

10. 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.
11. These indicative list of tasks expected from the Network SI. The scope extends to all that is essential to discharge the role of a System Integrator, whether or not stated expressly, except to the extent so explicitly excluded.

3.1.1. Network Operations Center (NOC):

The Service Integrator shall manage Bank's Network Operation Centre at DC, DR and Head Office. NOC management shall be based on a centralized model. Following are the broad scope of work:

1. Monitoring and Management shall be done on 24x7 basis for DC and DR during bank business activity and post business activity for all working and non-working days of bank. At least one Network Engineer should be physically present at DC and DR between 8 AM and 8PM during all working days and 10am to 7pm during non-working days. For any kind of network issue at DC or DR from 8PM to 8AM, L3 network engineer should extend either physical or remote network support to resolve the network issue at DC and DR.
2. Conduct periodical DR Drills (a minimum of one in every Calendar Quarter) for all applications in coordination with CBS Service Integrator as per schedule of Bank. The timing and period of the DR Drill will be decided by the bank and network SI should provide extended support during the activity to meet the requirement of DR Drill or emergency DR movement.
3. Configuration of Routers, Switches and Firewalls at DC, DR, Offices and Branches to meet the requirement of existing and up-coming network requirement of Bank. All configuration changes and new network configuration should be done through non-commercial Change Request Process defined by Bank.
4. Management & configuration of exiting network to optimize and integrate the bank's network with network of other service providers of bank as per requirement of bank.
5. Ensure integrity and security of bank's Network, CBS and other business critical application as per security standard followed across banks in India and the bidder shall use their own Security Operation Centre (SOC) for all type of security compliance.
6. Perform Disaster Recovery Cutover drills as per requirement of Bank and emergency business continuity exercise as per requirement. During such activities, at least one engineers either at DC and DR shall present physically till the completion of such activity.
7. Coordination with VAPT auditor of Bank and mitigation of vulnerabilities identified by Bank's third-party IS and VAPT auditor and other audits related to network.
8. The Network SI shall manage the network configuration requirement for 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 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.

3.1.2. Facility Management Services (FMS):

The SI shall manage all the network devices and setup at DC, Chennai and DR, Hyderabad. Following are the broad scope of work:

1. Program Management of the entire Infrastructure, implementation and facility management for DC and DR.

2. Rack mounting, unmounting, network cabling, cable guiding between racks and cable dressing and network design.
3. Design of Network architecture, review of design and rack diagram shall be done once in a quarter and on requirement or on any change to the design.
4. Continuous enhancement, changes and up-gradation of network infrastructure of bank under scope of SI.
5. Quarterly Performance Assessment of entire bank's network infrastructure to best suit for CBS, Server, Database, Payment channels, network integration with other providers and submission of report to Network Cell of bank.

3.1.3. Network Security.

SI shall 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 twice in a year. The SI shall cooperate and extend full support to the third party auditor.

The SI shall mitigate all vulnerabilities and outcome of Penetration Testing within stipulated time. The SI shall extend all support to comply with the network security activities.

SI shall provide industry standard Vulnerability Assessment and Penetration Testing tools and The below security components are already implemented and managed / under implementation by the System Integrator:

- Application Delivery Controller with Web-Application firewall management
- Proxy Server
- Firewalls
- Intrusion Prevention System
- Management of other security infrastructure

The Selected Network Service Integrator should provide subscription, configuration and support for the existing components. The SI should place required process for any kind of changes as per security policy of bank. The selected bidder will be responsible for integrity and security of entire network architecture of bank.

3.1.4. Network Support:

Bidder shall provide network Engineer for network support at DC, DR, Offices and Branches.

1. For administration of bank's network, the network engineers to be engages with minimum qualification mentioned as under:

Bidder shall provide Network Engineers as follows:

SI No	Type of Engineer	Location	Minimum Service Commitment Period	Units	Minimum Qualification and Experience
1	L1	Head Office	1 Year	1	APPENDIX – 2
2	L3	DC Chennai	1 Year	1	APPENDIX – 3
3	L3	DR Hyderabad	1 Year	1	APPENDIX – 3
4	L2	DC Chennai	1 Year	1	APPENDIX – 4

- a. All resources at DC, DR and Head Office should be competent in managing complex network in BFSI domain.
- b. All resources at DC, DR should be under bidder's payroll and should not be sub-contracted.

2. The scope of work of these engineers are as under:

- a. Management of LAN network and Network hardware such as routers, switches and firewalls within the DC/DR.
- b. Stock management of Network hardware and consumables at DC and DR.
- c. Configuration of all network devices at DC, DR, Offices and Branches.
- d. Coordinate with Network Service Providers, SI for CBS, other vendors and organization like NPCI, IOB for all kind of network requirement and implementation.
- e. Coordinate with Network Service Providers to resolve network related issued at DC, DR, offices and branches requiring L3 support on Bank's network.
- f. Troubleshooting of all network related issues in Bank's network and network interfaces to other channels of Bank.
- g. Compliance to regulatory guidelines applicable for network and security for Bank
- h. Mitigation of security issues and vulnerabilities in Bank's network and devices.
- i. Identification and reporting of deviation in the SLA.
- j. Escalate the unresolved calls as per escalation matrix and provide a report on pending issues every fortnight.
- k. Provide Network MIS reports to Bank on Monthly Basis
- l. Management of Network Monitoring tools and extraction of reports on requirement.
- m. Provide timeframes for providing a solution of resolution of the escalated calls. All incidences shall be handled as per the Bank's Incidence Management Policy with proper documentation.
- n. Prepare Root Cause Analysis document with the root cause and resolutions provided for major issues such as:
 - Delayed response times
 - Network Performance issues
 - Cause of downtime if any.
 - Decide on preventive maintenance schedule with the Bank
- o. Perform quarterly BCP/DR drill in coordination with SI for Bank's CBS of all in scope applications.
- p. Provide infrastructure support for deployment of routers, switched, LAN cabling, servers in cage area of bank.
- q. Act as representative of bank at DC, Chennai and DR, Hyderabad for coordination with data center vendors and other vendors of bank.
- r. Managing/updating/troubleshooting/issue resolution/configuring changes for network integration with other vendors or service provider of bank.
- s. The security and network device write access credentials should be available with L3 engineers only.

The Bank reserves the right to increase or decrease the number of network resources depending on its requirements at any time. The Bank also reserves the right to change the locations of helpdesks at its discretion. The Bidder is expected to quote a per resource rate (per man month rate), which shall be used in case the Bank orders for lesser or more number of seats at the helpdesk or data centre.

3.1.5. Change of network devices

The existing infrastructure is having throughput of 1 Gbps. A list of network hardware has been provided under "Section 2 - Hardware Replacements and Refreshments" in "Annexure O - Commercial Bid, Commercial Bid Form" to enhance the capacity and throughput of core network.

Bidder shall propose and quote the cost of replacement of respective network hardware under buyback arrangement. Following points shall be considered to propose a replacement to the list of hardware in "Section 2 - Hardware Replacements and Refreshments" in "Annexure O - Commercial Bid, Commercial Bid Form":

1. The proposed replacement of network hardware provided should be configured by the SI as per existing network configurations.
2. The proposed hardware shall have minimum configuration as mentioned in respective Appendix mentioned across each line items in "Section 2 - Hardware Replacements and Refreshments" in "Annexure O - Commercial Bid, Commercial Bid Form".
3. The ownership of the new hardware shall be with Odisha Gramya Bank.
4. After replacement of all hardware in place of existing hardware and on completion of the reconfiguration of entire network of Bank and on getting acceptance of completion of network refreshment by Bank, the SI shall
 - a. Do a factory default configuration reset to remove all the data from old network devices.
 - b. Pickup the old devices under buyback.
 - c. Degauss all the network devices and submit a certificate for the same.
5. The purposed hardware should be enterprise grade and should be of form factor suitable for installation in datacenter 42U rack for network devices.
6. All purposed hardware shall be supplied with required cables, pins, rails and accessories for mounting in Bank's data center.
7. Data cabling within the Bank's cage area will be within the scope of SI.
8. All hardware should be supplied with dual SMPS for dual active-active input power supply from multiple PDUs of rack.
9. The new hardware should have minimum of one year back to back Warranty from OEM and back to back comprehensive AMC from OEM there after till the end of contract.
10. All implementation shall be done by OEM onsite support and shall be done with physical presence of OEM engineers at DC and DRC.
11. Bidder shall use the existing network racks at DC and DRC.
12. Bidder should quote the cost of new hardware "Section 2 - Hardware Replacements and Refreshments" in "Annexure O - Commercial Bid, Commercial Bid Form".
13. The SI shall manage the existing network devices from 1st December 2022 along with NOC under AMC arrangement of Bidder either through OEM directly or through third party network device AMC provider. The period of maintenance of existing devices shall be considered till delivery and installation of new devices. The cost towards maintenance of existing devices from 1st December 2022 till installation of new devices shall quoted under column "intermediate AMC period" in "Section 2 - Hardware Replacements and Refreshments" in "Annexure O - Commercial Bid, Commercial Bid Form" against each item.
14. The SI shall do proper cabling, tagging using plastic tags and cable dressing across network racks.

3.1.6. Annual Maintenance Contract (AMC)

- a. The SI shall provide preventive and reactive maintenance under Comprehensive Annual Maintenance Contract with backlining agreement with OEM of all hardware supplied and existing hardware mentioned under "Section 1 - AMC" in "Annexure O - Commercial Bid, Commercial Bid Form".
- b. The SI shall buy the support license, patch updates (if any), back to back warranty or AMC from OEM till the end of the contract.

- c. The backlining agreement shall have all consideration to meet the SLA requirement of Bank. On unavailability of faulty device, the SI shall arrange a standby loaner device to continue network service of Bank.
- d. The hardware AMC of network devices at Branches, Office in Odisha will not be in the scope of Bidder.
- e. Along with this, the SI will be responsible for configuration of all network devices installed at DC, DR, branches, offices and other locations of bank.
- f. The SI shall be responsible for entire network architecture of bank along with hardware AMC of network devices at DC and DR

3.1.7. Firewall Management and Security

1. The L3 network support person should be competent in configuration of firewall proposed under replacement.
2. The internet gateway firewall proposed should be industry grade and should be provided with all type of security licenses.
3. The SI will be responsible for security of the entire network of Bank.
4. The SI should do monthly audit of firewall in use shall submit the report to Network Cell of Bank.
5. Security Policy(s) will be provided by Bank.
6. The proposed Firewall for Internet Gateway should have minimum specification mentioned in Appendix-
7. The proposed Firewall for Core should have minimum specification mentioned in Appendix-
8. SI shall to do proper log management and correlation and a report of the same needs to be submitted every week to the bank highlighting the gaps and ways to prevent the same. If any gaps are found by the Bank, the same needs to be fixed by the Bidder

3.1.8. Network FMS / NOC

1. Facility Management services at Bank' Network Operation Centre by deploying the professionals to support with shifting duty hours for managing all routers/switches/modems/WAN Links as deployed in Bank WAN Network. A display of online branch status should be provided at Head Office, NOC for better monitoring of network.
2. Installation, Configuration, Integration, Implementation and Maintenance of WAN Links at Bank Branches/offices mentioned in the RFP as per Bank' requirement.
3. **Vendor Management Services:**
 - a. Engineer at Head Office shall be coordinating / liaison / deal with all network service providers for the link / bandwidth availability as per service levels for branches and office.
 - b. Engineers at Data Centres shall coordinate / liaison / deal with all network service provides for data centre.
 - c. SI shall immediately log call / book the complaint and register the docket number against and incident.
 - d. SI shall continuously follow up with the Link provider for immediate restoration of required link services. Furthermore, after link is restored, SI shall have to give details about the nature of fault/ attributable reason to Bank for each link on daily / weekly / monthly / quarterly reports. Any serious break down will feature in the weekly Event Management report.
4. Overall configuration of each and every equipment procured/installed under Bank' WAN network project, IP Telephony infrastructure, other Hardware etc.
5. Performance tuning and ensuring performance on the network as per the SLA.
6. Perform NMS Operations to meet the SLA Targets and generate desired reports for every kind of suspicious entries, network trends, historical reports, bandwidth optimization and usage etc. on monthly and on requirement basis. It is a responsibility of the Bidder to present all these reports at

the time of Audit.

7. Checking Network status and taking remedial action in case of problems.
8. Daily monitoring of LAN & WAN through tools provided by the Bank / Successful Bidder or manual testing, troubleshooting and reporting as defined under network monitoring services.
9. Configuration/Reconfiguration of routers, modems, switches, NTU, IDU, IP phones, Video conference etc. for network connectivity, as and when required.
10. Configuration and deployment of policy on Intranet and Internet Firewalls deployed at Data Centres.
11. The SI shall maintain an updated inventory/asset list of complete IT network infrastructure and an updated set of configuration documents for LAN/WAN network diagrams with relevant details.
12. The SI shall provide services for link/devices augmentation/deletion, relocation/ connection/ disconnection etc., as and when required.
13. Maintain and update IP address allocation & optimum management of IP addresses through DHCP/Static entry, whichever is suitable depending upon requirement. The SI is also required to understand the existing IP addressing scheme for integration and accordingly allocate the IP addresses for a new WAN/LAN segment, as per scheme.
14. The SI shall be responsible to provide Network Monitoring Services for management purposes or can use Bank' existing monitoring tool.
15. Making sure the high availability & reliability of network at all times and performance tuning.
16. Monitor the link status like peak utilization, normal utilization etc. Where Peak utilization stands for the time frame where the maximum bandwidth is used, whereas normal is the regular utilization.
17. Monitor the critical errors in switches and routers and do necessary fault identification & rectification.
18. Monitor the critical errors in Branch and Data Centre links and any other transmission media and do necessary fault rectification and other devices in the network. Configure/reconfigure the switches and routers remotely, if required.
19. Collect the data flow on basis of time, interface, IP address, application wise for traffic analysis. Sending alerts to concerned people regarding critical errors
20. SI shall complete the analysis within 30 minutes from the time alert is raised by the NMS tool and if problem is detected at service provider end, Bidder needs to log the call within 45 minutes of the alert raised by the NMS tool.
21. Maintaining complete details of network hardware along with interfaces, IP address, IOS version etc.
22. Redesigning of network architecture as and when required by the Bank. Configuration of new backhauls as an when deployed by bank designated network service provider.
23. Configuration of connectivity with third party vendor's data centre or NOC over private VPN or internet as per bank's requirement.
24. In case, the Bank decided to increase the bandwidth of existing vertical/horizontal links for which bandwidth is provided by service providers(ISPs) then in such case Bidder has to co-ordinate with the link service provider to in timely up-gradation and integration of the bandwidth. The Bank would pay the Cost of additional bandwidth to the service provider. The SI has to ensure timely integration of required bandwidth with Bank' WAN Network project, which is provided by service provider during entire contract period.
25. Therefore, it shall be the responsibility of the SI to resolve the link issues on priority in coordination with Link Provider. It should be noted that penalty would be imposed on Bidder in case link is not available with on the following conditions:

- a. Without proper justification of downtime, reason, Docket number (link provider) or or not generating docket number with network service providers on time
 - b. Backup link is not operational wherever available due to configuration issue at bank's routers.
 - c. Monitor the Link failures and Overall link management with Link Provider includes:
 - i. Fault Detection
 - ii. Centralized call logging
 - iii. Physical Testing for link quality
 - iv. Fault resolution to meet QoS (Quality of Service) defined in SLA.
 - v. Coordination with Link Service Provider by verbal and written communications to ensure Service levels are maintained
 - d. Configuration of redundant connectivity at branches and DC and DR to avoid downtime at branches.
 - e. Bidder shall coordinate with all the vendors for upkeep of equipment deployed in the Bank' WAN network to meet the SLA and shall liaison with various bidders/OEMS for related works, equipment & Services.
26. SI shall also maintain database of the various Vendors and service providers for Bank', including details of deputed persons like contact person, with complete address, telephone & mobile numbers, email, escalation matrix, response time and resolution time commitments etc.
27. The SI shall, if required, escalate and log calls with different Vendors/OEM's and service providers (such as BSNL) and coordinate with them to get the problems resolved.
28. The SI shall define change management procedures and also ensure that no unwarranted changes are carried out in the entire network or its constituents. Any changes shall be incorporated with prior approval of the Bank.
29. The SI shall do proper version management of these configurations as they are bound to change from time to time.
30. Centralized Display for network status monitoring for all locations including DC and DR should be provided at Head Office.

3.1.9. Network Infrastructure Management

Selected Bidder shall manage the network infrastructure, which will be handed over by the existing Service Provider M/s CMS IT Service Pvt Ltd.

Bidder should independently arrive at the sizing and deployment plan to meet the RFP requirements (As per scope of work and SLAs) adhering the minimum deployment level. Bidder shall deploy resources at no extra cost if the proposed deployment do not meet the RFP requirements and SLAs.

Procurement, AMC and maintenance of routers, switches and modems at branches and offices will be on the scope of bank. However, the selected bidder should provide the configuration and security identification for branch network equipment as per requirement of bank's network operation and security.

All the AMC, licenses, maintenance and configuration of routers, switches, firewalls and cabling at DC and DRC will be in the scope of the bidder.

3.1.10. Monitoring

This part of the Bidder deliverable should aim at taking proactive measures by keeping an online track on the failures or alerts reported by the monitoring tools, which have or could have impacted the availability of the systems for the intended business functions. It also aims at ensuring smooth functioning of the system by carrying out the day-to-day maintenance / operational activities based on the implemented solution and process.

The following services should be executed as part of Network Monitoring services:

1. Monitoring of failures of MPLS/Lease Line/RF/VSAT/GSM(3G/4G) any other link deployed in the WAN impacting network availability to the location
2. Bidder should take appropriate defined actions to restore network availability to the location by use of available backup mediums. Bidder should ensure maximum uptime for network devices if a device experiences less than uptime defined in Service Levels in a month due to hardware failure like MUX etc. then Bidder should coordinate with respective WAN Service Provider to replace the same with an equivalent device at no additional cost to Bank.
3. SI has to provide the onsite support at Bank' NOC, during service windows for managing & lesioning of the links in three shifts. The Bidder should decide and should provision based on about 1000 links with 10%-15% growth on year on year basis. The Bank and the Bidder will review the performance of the links once in a month for uptime, Bandwidth utilization, QoS etc.
4. The Bidder should provide the Link uptime report, Device uptime report, latency report as decided by the Bank from time to time, Report on Round trip time delay and other reports as decided by the Bank from Bank' available monitoring tools on periodical basis.
5. The responsibilities of the Bidder will also include:
 - i. Round the clock Network Monitoring from WAN Network NOC at DC / DR / Head Office.
 - ii. Network Performance Management
 - iii. Configuration Management of branch networking equipment
 - iv. Round the clock Network Fault Management of WAN Network
 - v. Carrier/ Link Management of Bank branches/offices
 - vi. Troubleshooting of problems arising in the network and resolving the same.
 - vii. Documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems.
 - viii. The Bidder shall maintain complete configuration (in hardcopy & softcopy) details of the following items installed under Bank' WAN Network:
 - ix. Managing and monitoring a commissioned network on (24x7) for Network and Facilities of Bank' WAN network including:
 - Network management
 - Link management
 - Fault / incident management
 - Problem Management
 - Change Management
 - Bidder Management
 - Help desk Management
 - Configuration & Management
 - x. Management and Monitoring should be based on ITIL framework
 - xi. The Bidder shall be responsible for overall co-ordination, liaison services with the Service Providers for required uptime of links provided by the service provider. Bidder has to co-ordinate with service provider and the Bank.
 - xii. The Bidder shall handle all matters relating to the configuration and operation of the routers,

- Switches, modems and other network equipment and IP Phone including but not limited to application, system interfaces, documentation and training.
- xiii. The Bidder should provide time bound escalation matrix for project implementation as well as regular support and maintenance.
 - xiv. The Bidder should ensure that End-to-End QoS configured (prioritization of the traffic, partitioning of bandwidth for applications etc.) etc.
 - xv. The network monitoring reports available from the Bidder should comprehensively address all the issues relating to performance, availability, Bandwidth Utilization and uptime etc.
 - xvi. Bidder will be responsible for all required configurations in new routers and Bank Existing branches routers of all Bank branch/offices.
 - xvii. The Bidder should provide reports for Interface availability, interface traffic statistics, interface response time monitoring, and interface errors and Bandwidth Utilization report.
 - xviii. Any software support like update/enhancement/upgrade etc. as defined below released till the completion of contract period shall be supplied, installed and commissioned free of cost by the Bidder. However, any such software support like update/enhancement/upgrade shall be communicated to the Bank by the Bidder within a period of two weeks from the date of release, during the entire contract period.
 - xix. All kind of configuration required for branch business /ongoing projects/upcoming projects should be facilitated by Bidder for branch routers and other network equipment. Bank has liberty to re-deploy the branches networking equipment to any of the bank locations or third-party locations. Bidder has to provide the necessary support for all branch networking equipment irrespective of their locations.
 - xx. The Bidder has to manage the IPs address and IP schema of the Bank.
 - xxi. The Bidder should coordinate for integration of the communication equipment/link to the existing network/maintenance related issues. In case of any integration problems with the existing network, the Bidder will be responsible for resolving the same.
 - xxii. The router required for terminating the Circuits at /branches/offices site will be provided by Bank and the Bidder needs to do the configuration in collaboration with the vendor of the Bank.
 - xxiii. The Bidder should configure end-to-end traffic engineering (end to end means CE to CE).
 - xxiv. The Bidder should setup IPSec encryption with coordination of core network team.
 - xxv. Maintenance of daily / Weekly and monthly uptime/downtime report should be submitted.
 - xxvi. Co-ordination with connectivity service providers/vendors for replacement/maintenance of defective Networking Hardware/Software (like Routers, modems, NT1 etc.) and escalation, if necessary
 - xxvii. Hardening of all the network equipment installed at branch & offices in coordination with the Core network team.

3.1.11. Performance Measurement

1. Assess and publish metrics on the quality of services being provided.
2. Produce performance reports on all Service Levels, inclusive of all events associated with the management of change requests, incidents and problems and detailing deviations in performance delivered to end users.
3. Contribute to a program of continuous service improvement.
4. Carry out periodic service evaluation reviews to assess whether service need enhancement or a new type of service is required.
5. Identify and assess improvement opportunities.
6. Report unplanned downtime and on-going availability metrics of applications and systems
7. Form part of providing a central point for the monitoring and reporting of all IT service capacity and availability.
8. Execution and reporting of customer services to measure the end user's perception of the service –A

report on full cycle of any transaction type, e.g. opening of account, Deposit of cash, sending NEFT etc can be provided to measure Bank's performance against benchmark.

3.1.12. Help Desk and Tools

1. The Bidder need to provide Help Desk and NMS tool. Bank is having following listed tools for network management.
2. Bidder can either extend the same product with fresh installation or can propose new enterprise grade application to cater the requirements.
3. The propose solution shall be installed on premise within Bank's data center and disaster recovery center in an active passive mode between DC and DR.
4. Bank will provide Virtual Servers at DC and DR having Windows Server 2022 Operating System.
5. Bidder shall provide the underlying database required for the proposed network monitoring tools.
6. Bank has installed a new instance of Helpdesk Ticketing Tools (ManageEngine Service Desk Plus) for its CBS setup. Bidder proposing NMS tools of ManageEngine shall integrate the proposed NMS with the existing instance of ManageEngine Service Desk Plus. However, Bidder shall provide additional licenses as listed in following table for this model of proposal
7. On Bidder proposing alternate helpdesk ticketing tool other than Zoho ManageEngine Service desk plus, Bidder shall provide the solution matching the entire requirement of change management, service request and incident management as of ITIL v3 concept. The propose solution shall be enterprise grade and should be in use in any Bank in India. The number of licenses for the same shall be as per the license count mentioned in the following table.
8. The servers for installation of proposed applications will be provided by Bank in form of Virtual Machine (VM) with Windows Server 2022 Operating System.

Table # 3.1: Name of Network related Tools in use

SI No	Name of Tools	Existing License Details	Purpose	New requirement
1	Zoho ManageEngine IT Operation Management	Technician Licenses – 10 Network Device monitoring Licenses – 40	This tools is being used for Network Monitoring of All DC and DR Devices and link status of branch devices. This also provides manageability of configuration management of network devices. This provides all types of reports related to network nodes, environment and utilization status in a GUI interface.	Technician User licenses – 15 units Network Device monitoring Licenses for DC and DR devices – 40 Units Network Device monitoring branch devices – 560 Units Network link monitoring - 1100 links Configuration management – 40 network devices
2	Service desk plus	Technician licenses - 5	This provides following services 1. auto incident management for network nodes.	Technician User Licenses – 10 units End user License for Service Request – 2000

Table # 3.1: Name of Network related Tools in use

SI No	Name of Tools	Existing License Details	Purpose	New requirement
			2. Service Ticketing from branches 3. Change Management of Network devices	Auto Incident Management instance license – 50
3	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. Real-time network status monitoring tool for helpdesk Team at Head Office to track and monitor the link status of all branch	Either Licenses to use the existing solution for the contract period or new solution similar to this solution.

Table # 3.2: 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 and management
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 560 locations of bank.
11	Down time report of branch, offices, DC and DR network segregated by network service provider in excel format.
12	SLA calculation and auto incident tracking
13	Central configuration management

3.1.13. Data Center Network Migration:

On replacement of the network devices, the core network of Bank at DC and DR will be migrated from 1Gbps throughput to 10Gbps throughput network. This activity will be considered as DC Network migration activity. All activity related to replacement of network devices, configuration and migration shall be done through OEM specialist team. The scope of OEM under this migration activities are as under:

1. The engineers of SI and DC and DR shall manage the network migration activities and the activities shall be performed jointly by SI and OEM specialist engineers.

2. OEM specialist team will conduct an on-site workshop at Bank's HO location to discuss high level migration approach and then develop a migration plan document as per low level design, OGB plan for data center and DR Center network migration and maintenance window allocation.
3. The Implementation Plan should include Basic switch configuration and connectivity readiness for server migration.
4. OEM specialist team will be responsible for migration planning, executing configuration changes as required for migration cut-over, and providing on-site support on the immediately following production business day.
5. OEM specialist team engineer should verify network traffic flow is working properly post migration.

3.1.14. Network Migration Audit:

On completion of network migration at DC and DR, the SI shall engage a third party CERT-IN empaneled auditor to do migration audit of network setup. The auditor shall do the audit after completion of network migration activity at DC and DRC and shall submit following reports directly to Bank.

1. Compliance report of configuration of network hardware supplied with reference to the minimum specification mentioned in the RFP.
2. Compliance report of software and firewall licenses to meet the requirement of this RFP
3. VAPT reports of network configurations
4. Hardening reports of all network hardware
5. Configuration report of pre and post implementation.
6. Compliance report of mitigation of all audit findings

The SI shall mitigate all the audit findings reported by the migration auditor within 15 days of submission of report.

Bidder shall quote the total cost of network migration audit under "Summery Sheet" in "Annexure O - Commercial Bid, Commercial Bid Form".

3.2 Under scope of OGB

Below will be under scope of Bank:

1. Hardware AMC of Routers, Switches installed at branches, regional offices and Head Office along with field support.
2. Selection of network service provider for all location of bank.
3. Procurement of routers, switches or any network equipment for branches, ROs and Head Offices.
4. Replacement of all network equipment at branches, ROs and Head Office will be under scope of OGB. AMC and Replacement of all network equipment at DC and DR will be under scope of selected bidder.
5. Formation of security policy will be under scope of Bank. However, guidance in formation of security policy and implementation of security policy will be under scope of Selected Bidder.
6. Work Stations with Desktops at DC, DR and Head Office will be provided by Bank.
7. Formulation of IS policy.
8. Windows VM servers for Network Tools.

3.3 SPOC (Single Point of Contact)

Successful Bidder should engage an Account Manager as single point of contact (SPOC) for all sales and support related activity. The SPOC should be resident within 1000 Kms from the Head Office of Odisha Gramya Bank. In case of escalation and as per requirement of Bank, the SPOC should be able to reach to Head Office of OGB for physical meetings.

Section 4 - Eligibility Criteria

4.1 Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

Sl. No.	Eligibility Criteria	Supporting Documents
1	<p>The bidder is registered as a company in India as per Companies Act, 1956/Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 3 years as on date of RFP.</p> <p>In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.</p>	<p>The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association/ partnership deed (in case of Partnership Firm) are to be uploaded along with technical bid. (Documentary proof should be attached).</p>
2	<p>The Bidder should have a minimum turnover of ₹ 40 Crores per annum in each of the last three financial years In India.</p> <p>In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p>	<p>Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 AND CA Certificate indicating the sales Turnover for the previous financial years mentioned above.</p>

Sl. No.	Eligibility Criteria	Supporting Documents
3	<p>The bidder should have positive net worth for past three financial years i.e. 2018-19, 2019-20 and 2020-21 or calendar years 2019, 2020, 2021 or the Bidder's financial years.</p> <p>In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p>	<p>The relevant documents including Balance Sheet/Profit and Loss Account/Certificate from Statutory Auditors certifying the financials are to be submitted as part of the proposal</p>
4	<p>ISO/TL Certificate: The Bidder should have required level of ISO 9001 and ISO 27001 certification related to Network Services, Customer services and Security.</p>	<p>Bidder should upload a copy of relevant ISO certificate need to be produced along with the Technical bid</p>
5	<p>The bidder should be in the business of providing managed Network Operation Centre or have been managing network operation of a data centre of any Bank in India.</p>	<p>Scanned copy of masked Purchase Order from the client with client reference on satisfactory performance on managing Network operation should be provided</p>
6	<p>The Bidder should have managed any data centre network by providing dedicated network engineers for service support in any Bank or Govt. Department in India in last 5 years.</p>	<p>Bidder should submit client reference in client's letter hard.</p>
7	<p>The bidder should have experience of supply of network devices of proposed OEM for hardware refreshment under scope of this RFP</p>	<p>Bidder should submit relevant masked PO copy</p>
8	<p>Bidder cannot sub-contract the entire project activities to any other company or firm. Wherever specific skill set is required during the implementation and support period, the portion of the activity can be carried out through third party vendor within the obligation of Bidder.</p>	<p>Self-declaration in bidder's letterhead to be submitted with list of activities to be sub-contracted with vendor's name.</p>
9	<p>The bidder must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard.</p>	<p>Proof of compliance and labour license needs to be submitted along with the quotation</p>

Sl. No.	Eligibility Criteria	Supporting Documents
10	The bidder should not have been blacklisted or de-empowered due to unsatisfactory service, by Odisha Gramya Bank or in any Head Government / PSU / Banking / Insurance company / RBI / IBA in India within last one year as on date of the RFP.	Bidder to upload the Self Declaration certificate as per format provided in "Annexure E - Declaration for Clean Track Record" of the RFP along with the technical bid. (Documentary proof should be attached).
11	Bidder should have either owned or subcontracted service / support infrastructure at Odisha, Chennai and Hyderabad and should be able to provide efficient and effective support.	Self- Declaration on Bidder's letter head
12	The bidder should have Teaming Agreement or Back lining Agreement with OEM for this project, which is mandatory.	MAF should mention the back to back support with regards to this RFP
13	The bidder should submit a duly signed Integrity Pact in original	The Integrity Pact is to be executed in non-judicial stamp paper of worth ₹ 100/- in conformity to CVC format as per "Annexure K – Integrity Pact"
14	Proposed product model of network device for hardware refreshment solution should have clear roadmap of at least 5 years as on date of RFP published document at OEM website	Bidder to upload release notes and road map references from OEM websites in form of PDF along with technical bid.
15	The bidder should bid directly. The bidder should not bid through third party or any other agency	Bidder should upload a self-declaration on bidder's letter head.
16	Proposed Engineer should be on bidder's payroll for engagement at Bank's data centre, Disaster Recovery Centre and Head Office for the purpose of management of Bank's network during the contract period.	A self-declaration in bidder's letter head shall be provided in technical bid.
17	Bidder should have a Centre of Excellence (COE) team for network operation and security. Bidder should have a SOC team and should manage Bank's network related security to the extent of management of the same.	The details of network engineers, COE team with qualifications and certification and SOC team details to be shared.
18	The Bidder should propose Internet Gateway Firewall having all kinds of security features required for Banking Industry in India as per regulatory guidelines and the proposed Firewall OEM should have been in use in any Schedule Commercial Bank in India having at least 500 branches.	The datasheet of proposed gateway firewall with relevant license details should be shared with technical bid
19	The Original Supplier of Tools proposed should have minimum of CMMI Level 3 or higher for development of software. Bidder should submit relevant reference document of Original Supplier of the Tools in this regards.	Relevant proof shall be submitted.
20	The OEM of proposed Firewall and Internet Gateway Security should have active presence of their Firewall and Internet Gateway Security in any Commercial Bank in India	Relevant proof justifying the use of Firewall and Internet Gateway Security of the proposed OEM shall be submitted.

Sl. No.	Eligibility Criteria	Supporting Documents
21	The OEM of router and switches must be placed as Leaders or Challengers in the latest Gartner Magic Quadrant for DC Networks.	Copy of Gartner's report should be uploaded with Technical Bid.
22	The OEM of Firewall must be placed as Leaders or Challengers in the latest Gartner Magic Quadrant for Enterprise Firewall.	Copy of Gartner's report should be uploaded with Technical Bid.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria for the category bidder has selected, will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be uploaded as proof in support of the claims made.** BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

Any deliberate misrepresentation will entail rejection of the offer ab-initio.

NOTE:

1. Prime bidder / bidder must comply with all the above-mentioned criteria as specified above. Non-compliance of any of the criteria can entail rejection of the offer
2. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
3. In case of corporate acquisition, split of a company, certificate of incorporation, financial statements, credentials prior to such restructuring could be furnished
4. Branches mentioned are per Bank and not cumulative across Bank.
5. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - a. In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer'.
 - b. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.
6. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.
7. The final solution mentioned above refers to the solution based on the scope given in this RFP.
8. The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.

4.2 Integrity Pact

All bidders should submit a signed Integrity Pact with Odisha Gramya Bank, on a stamp paper of ₹ 100/-. Bidder(s) without signed Integrity Pact will be disqualified to participate in the bidding. The Original copy of Integrity Pact should reach Head Office of Odisha Gramya Bank on or before last date of submission of bid.

Bidder should upload the scanned copy of signed Integrity Pact on e-procurement portal as part of Technical bid.

The Integrity Pact should be as per “**Annexure K - Integrity Pact**”.

As per CVC Circular No 10/5/09 dated 18.05.2009 of Standard Operating Procedure (SOP) under clause No 2.02. "Integrity pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings." Bidders may refer: <http://cvc.nic.in/iembank25022015.pdf>

Section 5 - Instruction to Bidders

A. The Bidding Document

5.1 RFP

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

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

5.2 Cost of Bidding

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

5.3 Clarifications of Bidding Documents and Pre-bid Meeting

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

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

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

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

5.4 Amendment of Bidding Documents

- At any time prior to the deadline for submission of bids, OGB may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
- Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in OGB's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.

3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, OGB may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on OGB's website.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

B. Preparation of Bid**5.5 Bid Price**

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

5.6 Bid Cost and Exemptions

The Bidders can submit the bid response at e-procurement portal of OGB along with non-refundable amount of **₹2,950.00 (Rupees Two Thousand Nine Hundred Fifty only)** including GST in form of Demand Draft drawn in favor of "Odisha Gramya Bank" payable at Bhubaneswar

The scanned copy of the Demand Draft to be uploaded in e-Procurement portal and the hard copy of the DD must reach at "Information Technology Department, 2nd Floor, Odisha Gramya Bank, Head Office, Gandamunda, Khandagiri, Bhubaneswar – 751030" before last date of submission of bid along with other documents.

5.7 Earnest Money Deposit (EMD) and Exemptions

The Bidder is required to deposit **₹20,00,000/- (Rupees Twenty Lakhs only)** in the form of Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 3 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in **Annexure B**.

No interest will be paid on the EMD.

The scanned copy of the Bank Guarantee to be uploaded in e-Procurement portal and the hard copy of the BG must reach at "Information Technology Department, 2nd Floor, Odisha Gramya Bank, Head Office, Gandamunda, Khandagiri, Bhubaneswar – 751030" before last date of submission of bid along with other documents.

5.8 Return of EMD

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

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

5.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, OGB reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

- f) Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of execution of the contract. In such instance, OGB at its discretion may cancel the order placed on the selected Bidder without giving any notice.

5.10 Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. OGB reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.11 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, OGB may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

5.12 Format of Bid

Both Technical and Price Bid to be submitted in online mode. Document such as Demand Draft, Bank Guarantee, Power of Attorney and Integrity Pact must reach at OGB in original.

5.13 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney "**Annexure H**" or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

C. Submission of Bid**5.14 Bid Submission modes**

Bidder to follow following mode of submission of Bid.

1. Original copy of Demand Draft, Bank Guarantee towards EMD, Power of Attorney and Integrity Pact must be submitted in a closed envelopes with marked as **REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR REFRESHMENT MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES** and should reach on or before Head Office of Odisha Gramya Bank either by post or by courier or in hand on or before last date and time of submission of bid. Bank will not receive any document received after due date and time and bid submitted by said bidder will considered as invalid. Address of delivery:

IT Department, 2nd Floor, Head Office of Odisha Gramya Bank, Gandamunda, Khandagiri, Bhubaneswar, Odisha – 751030.

2. Signed and scanned copy of all documents must be submitted as part of technical bid in e-procurement portal along with scanned copy of Demand Draft towards Bid Cost, Bank Guarantee towards EMD, Integrity Pact and Power of Attorney, on or before last date of submission of bid. Hardcopies of technical

bid documents should not be sent to Head Office except for Demand Draft towards Bid Cost, Bank Guarantee towards EMD, Integrity Pact and Power of Attorney.

3. Commercial bids must be submitted as part of commercial bid in e-procurement portal only. No hardcopy of the same should be sent to Head Office. Scanned copy of commercial bid must not be uploaded in technical bid.

5.15 Bid contents

Technical Bid

Scanned copy of following signed documents should be uploaded in e-procurement portals:

1. Demand Draft towards Bid Cost.
2. Bid Earnest Money in the form of Bank Guarantee of amount as per format given in "Annexure B - Bid Security (Bank Guarantee)".
3. Filled and signed copy of "Annexure A – Covering Letter for EMD"
4. Filled and signed copy of "Annexure C - Bid Offer form (without price)"
5. Filled and signed copy of "Annexure D - Bidder Information"
6. Filled and signed copy of Declaration of "Annexure E - Clean Track Record"
7. Filled and signed copy of "Annexure F - Declaration of Acceptance of RFP Terms and Conditions"
8. Filled and signed copy of "Annexure G - Declaration of Acceptance of Scope of Work"
9. Scanned copy of "Power of Attorney" as per "Annexure H".
10. Scanned copy of "Certification for local content" as per "Annexure I".
11. Scanned copy of OEM/Manufacturer Authorization Letter as per "Annexure J" on OEM's letter head.
12. Scanned copy of Integrity Pact as per "Annexure K"
13. Filled and signed copy of "Annexure L - Escalation Matrix"
14. Filled and signed copy of "Annexure M - Track Record for Past Experience"
15. Three years audited Balance Sheet and Profit and Loss Statements.
16. All necessary supporting documents
17. Filled and signed copy of "Annexure N – Commercial Bid Form".

Original copy of following documents should be submitted at OGB before scheduled date.

1. Demand Draft towards Bid Cost.
2. Bid Earnest Money in the form of Bank Guarantee of amount as per format given in "Annexure B - Bid Security (Bank Guarantee)".
3. Power of Attorney as per Annexure H.
4. Integrity Pact as per Annexure K.

Commercial Bid

1. Commercial Bid – Annexure O (to be uploaded only)

5.16 Bid Submission

The Bidder should bear all the costs associated with the preparation and submission of their bid and OGB will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The offers should be made strictly as per the formats enclosed.

No columns of the tender should be left blank. Offers with insufficient/inaccurate information and Offers which do not strictly comply with the stipulations given in this RFP, are liable for rejection.

5.17 Bid Currency

All prices shall be expressed in Indian Rupees (INR) only.

5.18 Bid Language

The bid shall be in English Language.

5.19 Rejection of Bid

The bid is liable to be rejected if the bid document:

1. Does not bear signature of authorized person.
2. Is received through Fax / E-mail.
3. Is received after expiry of the due date and time stipulated for Bid submission.
4. Is incomplete / incorrect.
5. Does not include requisite documents.
6. Is Conditional.
7. Does not conform to the terms and conditions stipulated in this Request for Proposal.
8. Is not submitted through OGB e-Procurement portal.

No bid shall be rejected at the time of bid opening, except for late bids and those that do not conform to bidding terms.

5.20 Deadline for Submission

The last date of submission of bids is given in Section 1. However the last date of submission may be amended by OGB and shall be notified through its website.

5.21 Extension of Deadline for submission of Bid

OGB may, at its discretion, extend this deadline for submission of bids by amending the bidding documents which will be intimated through OGB website, in which case all rights and obligations of OGB and Bidders will thereafter be subject to the deadline as extended.

5.22 Late Bid

Bids received after the scheduled time will not be accepted by the OGB under any circumstances. OGB will not be responsible for any delay due to postal service or any other means.

5.23 Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.

5.24 Right to Reject, Accept/Cancel the bid

OGB reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

OGB does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. OGB also reserves the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

5.25 RFP Abandonment

OGB may at its discretion abandon the process of the selection of bidder at any time before notification of award.

5.26 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

Stage 1 – “Technical bid” i.e. Technical bid will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility and technical criteria will be considered for further evaluation.

Stage 2 – “Commercial bid” of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the L1 vendor for this contract. The Commercial bid submitted will be evaluated for the bidders qualify the eligibility and technical criteria.

5.27 Contacting OGB

From the time of bid opening to the time of Award of Contract, if any Bidder wishes to contact OGB for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact OGB with a view to canvas for a bid or put any pressure on any official of the OGB may entail disqualification of the concerned Bidder and/or its Bid.

Section 6 - Bid Opening

6.1 Opening of Bids

Bids will be opened in 2 stages:

Stage 1 – “Technical bids” In the first stage the ‘Eligibility and Technical’ Bids will be opened.

Stage 2 – “Commercial bids” will be opened for technically qualified bidders for L1 price and selection of successful bidder for award of contract.

6.2 Opening of Eligibility and Technical Bids

OGB will open Eligibility bid and Technical bid in the presence of Bidder’s representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by OGB from time to time.

The representatives of the Bidders have to produce an authorization letter from the Bidder/ Identity card to represent them at the time of opening of the bids. Only one representative will be allowed to represent each Bidder. In case the Bidder’s representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of OGB.

The bidder’s representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for OGB, the bids shall be opened at the appointed time and place on next working day.

6.3 Opening of Commercial Bids

Bank will intimate the date and time of opening of Commercial bids to the bidders satisfying eligibility criteria and Technical requirement of this RFP. Commercial bid will be opened for selection of L1 bidder.

Section 7 - Bid Evaluation

7.1 Preliminary Examination of Eligibility Bids

OGB will examine the bids to determine whether they are complete; whether required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether bids are generally in order.

Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation.

OGB may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

If a Bid is not substantially responsive, it will be rejected by OGB and may not subsequently be made responsive by the Bidder by correction of the nonconformity. OGB's determination of bid responsiveness will be based on the content of the bid itself. OGB may interact with the Customer references submitted by Bidder, if required.

7.2 Evaluation of Technical Bids

The Technical Evaluation will be based on the following broad parameters:

- a) Compliance to Technical Specifications as specified in the RFP.
- b) OGB reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.
- c) Review of written reply, if any, submitted in response to the clarification sought by OGB, if any.
- d) Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing details about the proposed solution are to be enclosed.
- e) To assist in the examination, evaluation and comparison of bids OGB may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- f) OGB may interact with the Customer references submitted by bidder, if required. To assist in the examination, evaluation and comparison of bids OGB may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

OGB reserves the right to shortlist bidders based on technical evaluation criteria.

7.3 Evaluation of Commercial Bids:

Commercial bids of only the technically qualified short-listed bidders will be opened for selection of L1 bidder.

7.4 Successful Evaluated bidder

The bidders with lowest cumulative commercial bid quoted under "Total Cost of Ownership (TCO)" as per "Annexure O – Commercial Bid, Summary Sheet" in e-Procurement portal, identified will be declared as the successful bidder.

Preference to make-in-India will be given as per guidelines mentioned as under:

PREFERENCE FOR MAKE IN INDIA ORDER 2017 (PPP-MII ORDER) & MSE (MICRO AND SMALL COMPANIES)

1. Bank shall provide purchase preference to participating bidders as per the provisions of following orders from the Government of India:
 - a. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 from Ministry of Micro, Small and Medium Enterprises. Registration Certificate from NSIC/UAM for the specific services stipulated under this tender.
 - b. Public Procurement (Preference to Make in India) Order 2017 from Ministry of Commerce and Industry and subsequent amendments thereto.
2. Only Class I local supplier and Class II local supplier as defined in the PPP-MII 2017 (Revision vide Order No. P-45021/2/2017-PP (BEII) dated May 29, 2019, further revised on 4th June 2020 and further revised on September 2020 and subsequent amendments) shall only be eligible to bid in this tender.

3. Bidders are advised to read the clauses in consonance with Department of Industrial Policy and Promotion Letter No. P-45021/2/2017(BE-II) dated May 29, 2019, revised on 04-06-2020, further revised on 16-09-2020 and subsequent amendments. In case of any disparity or inconsistency, Govt. order shall take precedence over the tender clauses.
4. Certificate of local Content: The 'Class-I Local supplier' / 'Class-II Local supplier' shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal as per **Annexure-I**.
5. The total order under this tender shall be split as per the following scenarios:
 1. **Scenario 1: L1 is Class I Local Supplier & MSE Bidder**
 - a) 100% order shall be placed to the L1 Bidder.
 2. **Scenario 2: L1 is Class I Local Supplier and Non MSE Bidder.**
 - a) If there exist no MSE Bidder in the L1+15% range, 100% of the order shall be placed to L1 bidder.
 - b) If there exists an MSE Bidder in the L1+15% range, 80% of the order shall be placed to L1 bidder and remaining 20% shall be placed with MSE Bidder subject to MSE Bidder matching the L1 price. If multiple MSE bidders exist in the L1+15% range, 20% order shall be split equally among such MSE Bidders subject to matching L1 price.
 3. **Scenario 3: L1 is MSE Bidder and non-Class I local Supplier:**
 - a) If there exists a Class I Local Supplier in the L1+20% range, 50 % of the order shall be placed with L1 bidders and remaining 50% of the order shall be placed to such Class I Local Supplier (next highest bid to L1) subject to matching the L1 price. If that Class I Local supplier couldn't match the L1 price, next highest class I supplier with in L1+20% range shall be invited to match the price and be awarded accordingly. If none of the class I local supplier couldn't match the L1 price, L1 bidders shall be awarded 100% of the order.
 - b) If there exists no Class I Local Supplier in the L1+ 20% range, 100% of the order shall be placed to L1 bidder.
 4. **Scenario 4: L1 is non class I Local Supplier and not a MSE Bidder**
 - a) If there exists a Class I local Supplier in the L1+20% range, 50% order shall be placed to the L1 Bidder and remaining 50% of the order shall be placed to such (next highest bid to L1) Class I Local Supplier subject to matching the L1 price. If that Class I Local supplier couldn't match the L1 price, next highest class I supplier with in L1+20% range shall be invited to match the price so on. If none of the class I local supplier couldn't match the L1 price, the next highest bidder shall be invited to match the L1 price and awarded accordingly.
 - b) If (a), is not applicable, and there exists an MSE bidder in L1+15% range, 80% order shall be placed to the L1 Bidder, 20% of the order shall be placed to such MSE Bidder subject to matching the L1 price. If multiple MSE bidders exist in the L1+15% range, 20% order shall be split equally among such MSE Bidders subject to matching L1 price.
 - c) If there exist a MSE bidder with in L1+15 % range and there exist a class 1 local supplier within L1+20% range, Class 1 local supplier shall be awarded 50% subject to matching L1 price. MSE bidders shall be awarded 20 % of the order. If multiple MSE bidders exist in the L1+15% range, 20% order shall be split equally among such MSE Bidders subject to matching L1 price. The remaining order shall be placed with L1 bidder. If none of the class I local supplier couldn't

match the L1 price, their entitled share shall be given to L1 bidder. If none of the MSE couldn't match the L1 price, then their entitled share will be given to L1 bidder.

d) If (a), (b) and (c) are not applicable, then 100% order shall be placed to the L1 Bidder.

6. Bank Guarantee (for Delivery & performance) for separate purchase orders/LOI will also be as per the RFP.
7. Scope and Responsibility of the bidders who received order through preference for local supplier and MSE, shall be as defined for L1 bidder in Scope of Work and other parts of this RFP.
8. Bank Guarantee for Delivery and Performance shall be similar for all the bidders who received purchase orders/LOI as defined in the RFP.

7.5 Declaration of Results

The Total Cost of Ownership (TCO) quoted by all Technically Qualified bidders will be shared on e-Procurement portal and will be visible to only Technically Qualified and Participating Bidders under "Result" Tab.

Section 8 - Terms and Conditions

8.1 Definitions

In the Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- a) "The Contract/Agreement" means the agreement to be entered into between the Bank and the Bidder as recorded in the Contract Form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for supply and implementation of software and provide / carry out the Service(s) of Vendor, as indicated / spelt out in Scope of Work to be performed in compliance with the service level requirements and standard of performance
- b) "OGB" or "The Purchaser" means the Odisha Gramya Bank including its successors and assigns.
- c) "Bidder" or "Contractor" or "Vendor" means any person / persons / firm / company, etc., to whom work has been awarded and whose bid has been accepted by the Bank and shall include its authorized representatives and successors.
- d) "The Contract Price" means the price / compensation payable to the Vendor / Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- e) "Service(s)" means all the services as specified in Scope of Work to be performed in compliance with the service level requirements and standard of performance, which the Vendor / Bidder is required to provide and/or procure for the Purchaser / OGB under and in accordance with the Contract.
- f) "Warranty Period" means the period of 12 months commencing from the date of successful delivery of network devices at ordered locations or till completion of OEM warrantee period, whichever is later.
- g) "System" means Network Operation Setup at DC, DR and Branches along with Banking applications installed across the network of Bank.
- h) "Acceptance of Bid" means the letter / fax or any memorandum communicating to the Bidder the acceptance of his Bid

- i) "Acceptance Certificate" means certificate issued on successful completion of acceptability test, receipt of deliverables, etc, and after the Bank (which shall not be deemed to be an obligation on the Bank) is satisfied with the working of the System. The date on which such Certificate is signed shall be deemed to be the date of successful Commissioning of the Systems.
- j) "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by the Bank).
- k) "Confidential Information" means, (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process / flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.
- l) "Commissioning" means the successful installation and acceptance of the service, including supply, configuration, installation, successful testing of all hardware and connectivity is executed to the satisfaction of the Purchaser.
- m) "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.
- n) "Effective Date" means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- o) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- p) "Parties" means the Purchaser / OGB and the Bidder / Vendor and "Party" means either of the Parties.
- q) "Site" means the place in which the operations / Service(s) are to be carried out or places approved by the Purchaser for the purposes of the

8.2 Interpretation

In this Contract unless a contrary intention is evident:

- a) The clause headings are for convenient reference(s) only and do not form part of this Contract;
- b) Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

- c) Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- d) A word in the singular includes plural and a word in the plural includes singular;
- e) A word importing a gender includes any other gender;
- f) A reference to a person includes a partnership and a body corporate;
- g) A reference to legislation includes legislation repealing, replacing or amending that legislation;
- h) Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- i) Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of OGB.
- j) The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

8.3 Notification of Award / Purchase Order

After selection of the L1 bidder, as given in Clause 7.4, and after obtaining internal approvals and prior to expiration of the period of Bid validity, OGB will send Notification of Award / Purchase Order to the selected Bidder.

Bank reserve its rights to place partial order to selected bidder after exclusion of particular "Section(s)", if the respective "Section" founds to be not reasonable as per market standard.

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

8.4 Term of the Order

The term of the Notification of Award / Purchase Order / Contract Period shall be for a period of 5 years from date of release of phase purchase order.

8.5 Acceptance Procedure

- Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- Bidder should prepare and submit agreed Scope of Work (SOW) document within 30 days of award of contract. The SOW should be agreed and signed between Bank and Selected Bidder.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award
- Upon the successful Bidder accepting the Purchase Order and signing the contract, and NDA, OGB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

8.6 Performance Bank Guarantee

The vendor shall, within 30 days of receipt of Purchase Order, submit a Performance Guarantee in the form of Bank Guarantee (PBG) equal to 3% of total value of the Purchase order (exclusive of taxes), valid for **5 years**, with a claim period of **60 (Sixty)** days from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force.

8.7 Taxes and Duties

All taxes, if any, shall be deducted at source as per then prevailing rates at the time of release of payments. Prices shall be exclusive of all taxes, duties. The bidder should meet the requirements of Goods & Services Tax (GST) of India.

8.8 Implementation schedule (SLA for Delivery)

All the delivery time will be calculated from the date of release of work-order.

The detailed delivery timelines are as under:

SL no	Deliverables	Due date
1	Delivery of the Network devices considered for refreshment under "Section 2 - Hardware Replacements and Refreshments" in "Annexure O - Commercial Bid, Commercial Bid Form"	12 weeks from date of PO
2	Start of Intermediate AMC period of existing hardware till delivery along with engagement of Engineers	01 st December 2022
3	Delivery and installation of Tools in Bank's provided VMs	4 weeks from date of PO
4	Engagement of Engineers at DC, DR and Head Office	25 th Nov 2022
4	System Study by OEM and migration plan finalization	28 th Feb 2022
5	Network Migration Audit	30 days from date of completion of network refreshment
6	Submission of audit and compliance report	45 days from date of completion of audit activity

8.9 Network Availability (SLA Network Uptime):

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

SL No	Category	Required uptime	MTTR
1.	Network Devices at DC and DR	99.90%	30 minutes
2.	Connectivity between applications	99.90%	30 minutes
3.	Network connectivity related to CBS	99.90%	15 minutes
4.	Network Devices downtime that does not have application level impact	99.90%	60 minutes
5.	Network down time due to improper coordination with network service provider as per clause 3.7 Network FMS / NOC point# 25	99.90%	15 minutes

The network uptime shall be computed as under:

$$\text{Uptime (\%)} = \frac{\text{Sum of TH during the month} - \text{Sum of DH during the month}}{\text{Sum of TH during the month}} \times 100$$

Note:

1. Uptime (%) shall be calculated after providing cushion for permissible MTTR as described above.
2. TH = Total Hours
3. DH = Downtime Hours

The bidder has to furnish details as to how they plan to guarantee the stipulated uptime.

MTTR will not be calculated between 12 mid night to 7a.m.

As business critical applications will be running on the Bank's Network, any extended downtime as mentioned below will severely affect Bank's business causing substantial financial and reputation loss. Therefore, to avoid such losses, the successful bidder should take adequate steps to deliver the desired uptime.

The bank will have periodical review of the availability/performance of links. If the links are down continuously for a longer time or non-fulfilment of various parameters in functioning of links, the bank may terminate the contract fully or partly, if required.

Uptime Rules:

1. Wherever System Integrator monitors onsite, the downtime calculation starts from the time of hardware failure leading to denial of service.
2. Wherever Bank monitors, the downtime calculation starts from the time of reporting by the Bank minus MTTR.
3. Preventive or scheduled maintenance done without affecting the functioning of CBS and related application is not considered as downtime, provided the Network System Integrator communicates to the Bank about details of planned or scheduled activities at least 24 hrs in advance during working days and gets all necessary approvals as per Bank policies before undertaking the planned maintenance activities.

8.10 Penalty Clauses:**1. Penalty for Delay in Transaction**

For every percentage or part thereof, for down time over and above **last working day of November-2022**, 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 5% of the contract value. Penalty will not be applicable if the reason of delay is due to bank.

2. Delay in delivery of new hardware as part of hardware refreshment:

In case of any delay in delivery and go-live of new hardware as part of hardware refreshment under "Section 2 - Hardware Replacements and Refreshments" in "Annexure O - Commercial Bid, Commercial Bid Form" of this RFP, bidder will be responsible for end to end support for existing End of Support hardware till the delivery and go-live of new hardware.

The end to end support of EOS hardware in such case shall be free of cost.

3. 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 8.9 and will be deducted from quarterly payment to be bidder maximum up to 5% of the quarterly charges.

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 without any extra charges.

During performance of the RFP/Contract, the Bidder shall offer to OGB all new versions, releases and updates of 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 OS and Tools.

8.12 Payment Terms:

Payment will be released only after submission of Service Level Agreement (SLA) and Performance Guarantee as per **Clause 8.6** in this RFP. Payments will be released after submission of correct invoice as per bank's requirement along with required documents. However, payment procedure will be followed as below:

Bank will release payment towards all line items of the PO under following categories only. If any of the line item of the proposal is not falling under following category, than that should be factor with the recurring cost and bank will consider such item as non-billable item, if demanded by bidder.

All payments will be released after deduction of applicable taxes and penalty, if any.

1. Recurring cost of Firewall and Software License for Tools

The payment towards Firewall and Software licenses as per "Section: 3 – Firewall Licenses" and "Section: 4 – Licenses for Network Tools" in "Annexure O - Commercial Bid, Commercial Bid form" will be released as annually advance on submission of proof and certificate of licenses purchased and after installation of the licenses in full.

2. One time cost of Hardware supplied under refreshment

The payment against one time cost of Software License as per "Section 2 - Hardware Replacements and Refreshments" in "Annexure O - Commercial Bid, Commercial Bid Form" will be released on following process.

1. 80% of the onetime cost of Hardware proposed for replacement will be released on delivery of the respective hardware at the ordered locations.
2. On completion of installation, acceptance, go live of all system with new network devices and on completion of buyback of the listed old items along with submission of degaussing certificate, the balance 20% of the amount will be released after deduction of applicable penalties.
3. The payment towards data cabling will be released after submission of invoice with proof of proper cabling and dressing at both DC and DR racks.

3. AMC of hardware

The payment against AMC of hardware will be released as quarterly advance after deduction of penalty as applicable w.r.t previous quarter on submission of following:

- a. Quarterly preventive maintenance report of all devices for previous quarter.
- b. Quarterly power recycle report of all devices for previous quarter.
- c. Quarterly firmware update report of all devices for previous quarter.
- d. GST compliant invoice

4. Intermediate AMC Period

The payment against AMC period of existing hardware from 01st December 2022 till completion of Network migration activity will be released on completion of network migration activity.

5. Support staff

The payment against dedicated Support staff at head office shall be billed on quarterly basis and payment for the same will be released as quarterly arrear.

Payment against non-service periods of any engineer or gap between exit of existing engineer and joining of new engineer of same skill, will be considered as non-billable period for respective service. The same period will be deducted along with applicable penalty from invoice submitted.

Reported leave of a resource / engineer for maximum of 3 days in a quarter will be considered as billable period. Bidder to do alternate resource arrangement for any absence of more than 3 days for a billable resource or engineer. Maximum of one resource in a location can be allowed for leave at a time.

6. Network Migration Audit

The payment towards Network Migration Audit shall be released after submission of all audit and compliance reports.

8.13 Insurance

The Hardware supplied shall be insured by the Bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site.

8.14 Warrantee and AMC:

All Hardware supplied should have 5 years of on-site warrantee or comprehensive AMC between with back to back agreement with OEM for replacements and updates from date of delivery of the same. The maintenance under warrantee and AMC should be done with agreed downtime and should be done with in SLA. The replacement warrantee and AMC should cover (without any additional charges):

- 1) Periodic preventive maintenance
- 2) Replacement of damaged modules with genuine OEM spare.
- 3) Replacement of entire device from OEM on identification of defect.
- 4) Hardware replacement warranty or AMC with back to back agreement with OEM.
- 5) Ongoing software upgrades for all major and minor releases for a period of 5 years.

8.15 Confidentiality

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

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

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

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

The terms of this clause shall continue in full force and effect as perpetual from the date of disclosure of such Confidential Information.

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

8.16 Amendments to the Agreement

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

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

8.17 Indemnity

The bidder shall indemnify, protect and save OGB and hold OGB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify OGB, provided OGB promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defence and control of any such claim.

8.18 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

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

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

In no event shall either party be liable for any indirect, incidental or consequential damages or lost profits or lost revenue, howsoever such liability may arise.

Losses means any claims.

8.19 Obligations of the Bidder

Standard of Performance: The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and

effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this RFP or to the services as faithful advisor to OGB and shall at all times support and safeguard OGB's legitimate interests in any dealings with third parties.

Prohibition of Conflicting Activities: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract.

8.20 Exit option and contract re-negotiation

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

required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.

- h) The rates for availing services during reverse transition period would be the same as payable during the RFP/contract period for the respective services, during which the existing Bidder would transfer all knowledge, know-how and other things necessary for OGB or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.
- i) OGB shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- j) OGB and the bidder shall together prepare the Reverse Transition Plan. However, OGB shall have the sole decision to ascertain whether such Plan has been complied with.
- k) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/contract it would extend all necessary support to OGB or its selected vendors as would be required

8.21 Extension of RFP/Contract

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

OGB at its sole discretion may extend the contract for a period of three (3) years from the date of completion of initial contract period with mutually agreed terms between the service provider(s) and bank.

8.22 Order Cancellation

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

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

In case of order cancellation, any payments made by OGB to the Bidder for the particular service would necessarily have to be returned to OGB with interest @ 10% per annum from the date of each such payment. Further the Bidder would also be required to compensate OGB for any direct loss incurred by OGB due to the cancellation of the Purchase Order and any additional expenditure to be incurred by OGB to appoint any other Bidder.

8.23 Termination of Contract

For Amalgamation / Merger of bank: Bank with written notice of 3 months to Bidder, may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. *OGB will*

release any payment applicable till date of termination for services taken, but will not release any payment request raised by vendor for termination for amalgamation or merger of bank as per instruction of GOI.

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

For Non-Performance: OGB reserves its right to terminate the contract in the event of Bidder's repeated failures (more than 3 occasions in a calendar year in maintaining the service level as defined in the Contract).

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

8.24 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by OGB, continue to provide facility to OGB at no less favorable terms than those contained in this RFP. In case OGB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB.
- OGB shall make such prorata payment for services rendered by the Bidder and accepted by OGB at the sole discretion of OGB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- OGB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from OGB. OGB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

8.25 Merger and Amalgamation

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent
- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP
- Bank at its sole discretion may terminate the contract with written notice of 3 months in advance in the event of Merger or Amalgamation of Bank of any such order to this effect issued by Govt. of India.

8.26 Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein;
- e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than thirty (30) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

Notwithstanding the provisions of the RFP, the successful bidder or OGB shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving OGB or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the successful bidder shall promptly notify OGB in writing of such condition and cause thereof. Unless otherwise directed by OGB in writing, the successful shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

8.27 Corrupt and Fraudulent Practices

- 1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 3 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 4 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

- 5 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time, it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 6 The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 7 Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 8 The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for the scope of work covered in this RFP.

8.28 Resolution of Disputes

OGB and bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute or differences arising between them under or in connection with the RFP/Contract. If, however, the parties are not able to resolve them,

1. Such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the RFP/Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by OGB and the Bidder. The third Arbitrator shall be chosen by mutual discussion between OGB and the Bidder. Where the value of the RFP/contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by mutual consent between OGB and Bidder.
2. Arbitration proceedings shall be held at Bhubaneswar, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
4. Any appeal will be subject to the exclusive jurisdiction of courts at Bhubaneswar.

8.29 Compliance with Applicable Laws of India

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

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this RFP or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term

of this RFP, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate OGB and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and OGB will give notice of any such claim or demand of liability within reasonable time to the Bidder.

8.30 Legal Compliances:

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

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

Both Bidder and OEM must comply to the Office Memorandum issued by Department of Expenditure under Ministry of Finance with F.No. 6/18/2019-PPD dated 23rd July 2020. Bidder and OEM(s) registered under Rule 144(xi) of the General Financial Rules (GFRs) should share the registration document upon demand by Technical Committee of Bank.

8.31 Intellectual Property Rights:

All rights, title and interest of OGB in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of OGB and Bidder shall not be entitled to use the same without the express prior written consent of OGB. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

All copyrights and other intellectual property rights existing prior to the "Effective Date" will belong to the party that owned such rights immediately prior to the "Effective Date". All modifications and enhancements to, and derivative works from, pre-existing intellectual property rights will belong to the party that owned such pre-existing intellectual property rights

Neither party will gain by virtue of this Contract any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.

8.32 Applicable Law and Jurisdiction

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

8.33 No Damage of OGB Property

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

8.34 Fraudulent and Corrupt Practice

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of RFP and includes collusive practice among Bidder's (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the OGB of the benefits of free and open competition.

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or an OGB official in the process of project execution.

OGB will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the project.

8.35 Master Service Agreement and Invoice Raising Mechanism

Bidder needs to sign an agreement with OGB. Bidder needs to note that all invoices raised on Bank needs to be spilt as per **Clause 8.12**. However, for all coordination related to release of payments, penalty calculations and for any other clarification Bidder needs to liaise with OGB Head Office.

8.36 Governing Language

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

8.37 Wage Payment to Resources

The successful bidder shall liable to pay, the monthly wages to his deployed support staff or engineers in accordance to applicable minimum wages Act. The monthly wages should be credited to the staffs or engineers account within 10 days of following month. (A declaration should be submitted along with the technical bid)

8.38 Addresses for Notices

Following shall be address of OGB for notice purpose:

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

8.39 Merger and Amalgamation

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent
- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP

Section 9 – Documents & Forms for Technical Bid**Annexure A – Covering Letter for EMD**

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

Subject: RFP No. OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th Oct 2022 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR REFRESHMENT MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES.

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

Thanking you,
Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

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

Annexure B - Bid Security (Bank Guarantee)

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

Odisha Gramya Bank: _____

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

This guarantee will expire:

- (a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid.
- Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

[Signature]

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

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

{Signature of the Authorized representatives of the Bank}

Annexure C - Bid Offer Form (without Price)
(Bidder's Letter Head)
OFFER LETTER

Date:

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

Dear Sir,

Subject: RFP No. OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th Oct 2022 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR REFRESHMENT MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES.

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that OGB reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable.

We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of OGB will be final and binding on us.

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

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

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

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith Bank Guarantee valid for ____ days for an amount of Rs. ____ (Rs. ____ only) payable at Bhubaneswar.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Annexure D - Bidder Information (To be filled in online Form)

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Constitution of the Company (Public Ltd/ Private Ltd)			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
5	Valid Goods and Service Tax registration no. (Preferably for Odisha State Code:21)			
6	Permanent Account Number (PAN)			
7	Name & Designation of the contact person to whom all references shall be made regarding this tender			
8	Mobile number			
9	E-Mail of the contact person:			
10	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
	Year	2018-19 or 2019	2019-20 or 2020	2020-21 or 2021
11	Net worth			
12	Turn Over			
13	Profit After Tax			

Note: Bidder should attach the scanned copy of document as proof of details provided like GST Registration Certificate, PAN Card, Balance Sheet copies, Certificate of incorporation etc.

Annexure E - Declaration for Clean Track Record

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

Sir,
I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th Oct 2022 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR REFRESHMENT MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure F - Declaration for Acceptance of RFP Terms and Conditions

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th Oct 2022 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR REFRESHMENT MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure G - Declaration for Acceptance of Scope of Work

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

Sir,
I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th Oct 2022 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR REFRESHMENT MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES**. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure H - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP No. OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th Oct 2022 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR REFRESHMENT MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES** in response to the RFP by OGB, including signing and submission of all the documents and providing information/responses to OGB in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Photo of Attorney

Signature of Attorney

Dated this _____ day of _____ 2022.

For _____.

Accepted**(Signature)**

(Name Designation)

Date:

Business Address:

Annexure I - CERTIFICATION FOR LOCAL CONTENT

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

Dear Sir,

Your RFP Ref No. OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th Oct 2022

Bidder Name:

1. This is to certify that proposed <Bill of material and Scope of Work > by _____ (Bidder name) is having the local content of _____% as defined in the above mentioned RFP and amendment thereto.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BEII) dated May 29, 2019, further revised on 4th June 2020, further revised on September 2020 and further revised on June 2022 (Manual for Procurement).

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder Company Name

Annexure J - OEM / Manufacturer's Authorization Letter

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date:

To:

WHEREAS

We _____, are official manufacturers/OEM vendors of _____.

We _____ do hereby authorize M/S _____ to submit a bid the purpose of which is to provide the following Goods, manufactured by us _____, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Seal:

Dated on _____ day of _____, _____

(On Stamp Paper of ₹ 100.00)

Annexure K - Integrity Pact**Preamble**

This Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 20____, 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 Regional Rural Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender / RFP (Tender / RFP No.: _____) hereinafter referred to as "Tender / LTE / RFP" 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 the BIDDER

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(s)/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 and prescribed under Section 6 of the Companies Act 1956 and as defined and prescribed under Section 2(77) of the Companies Act 2013 and the relevant Rules made there under.

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: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Article 2 above or in any other form such as to put his reliability or credibility in question, the BUYER is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR, 2017, PC ACT 1988, etc. or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the BUYER. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-"B".

Article 4: Compensation for Damages

4.1 If the BUYER has disqualified the Bidder(s) from the tender process prior to the award according to Article 3, the BUYER is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

4.2 If the BUYER has terminated the contract according to Article 3, or if the BUYER is entitled to be terminate the contract according to Article 3, the BUYER shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Article 5 - Equal Treatment of all Bidders/Contractors/Subcontractors

5.1 Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the BUYER before contract signing.

5.2 The Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractors. It is to be ensured that all sub-contractors also sign the IP.

5.3 In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.

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

5.5 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 6: Previous Transgression

6.1 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/Regional Rural Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/Regional rural Bank/ Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process.

6.2 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.

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

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

6.5 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.

6.6 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 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

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 8: Earnest Money (Security Deposit)

8.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs..... (to be specified in NIT/LTE/RFP) 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 NIT/LTE/RFP].

8.2 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.

8.3 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.

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

Article 9: Sanction for Violations

9.1 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.

9.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 9.1[i] to [viii] 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.

9.3 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 10: Independent External Monitors

10.1 The BUYER has appointed Independent External Monitors [hereinafter referred to as monitors] for this Pact in consultation with the Central Vigilance Commission (CVC) Government of India.

10.2 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.

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

10.4 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.

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

10.6 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 its project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

10.7 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.

Note: However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

10.8 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the Monitor, who would look into the records, conduct an

investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The advice of the Monitor is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.

10.9 The Monitor is expected to submit a written report to the designated Authority of BUYER within 30 days from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10.10 The Monitor would examine all complaints received by them and give their recommendations/views to the Chairman, Odisha Gramya Bank at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.

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

10.12 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation of the Monitor in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the Monitor, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

Article 11: 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 12: 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 13: 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 14: Validity

14.1 Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the BUYER and the BIDDER/Seller, till the completion of contract, including warranty period, whichever is later. After award of work, the Monitor shall look into any issue relating to execution of contract, if specifically raised before them. However, the Monitor may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

14.2 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 15: 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 16: 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 17: 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 18: 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.

18.1 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.

18.2 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.

18.3 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.

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

18.5 The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.

18.6 Issues like warranty/guarantee etc. should be outside the purview of Monitor.

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

Annexure L- Escalation Matrix

OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th Oct 2022 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF
SERVICE INTEGRATOR FOR REFRESHMENT MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER,
DISASTER RECOVERY CENTER, OFFICES AND BRANCHES

Ref: Your REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR REFRESHMENT
MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND
BRANCHES

Name of the Company:

Delivery Related Issues:

Sl.No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
1		First Level					
2		Second level contact					
3		Regional/Zonal Head					
4		Country Head (If response not received in One week)					

Service Related Issues:

Sl.No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
1		First Level					
2		Second level contact					
3		Regional/Zonal Head					
4		Country Head (If response not received in One week)					

Annexure M - Track Record for Past Experience

OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th Oct 2022 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR REFRESHMENT MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES

Name of the Bidder_____

S.No.	Name of the Client/s	Contact Person's Name	Telephone No.	Address
1				
2				
3				
4				
5				

(Enclose necessary documentary proof) Date:

Annexure N – Commercial Bid Form

(To be included in Commercial Bid Envelope)

To
The General Manager,
Head Office of
Odisha Gramya Bank,
Gandamunda, Khandagiri,
Bhubaneswar - 751030

Dear Sirs,

Re: OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th Oct 2022 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR REFRESHMENT MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required infrastructure, Solution and all services as contained in the RFP cited above, in conformity with the said Bidding documents for the sum of Rs.....(Rupees) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

Dated this..... Day of.....2021

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Section 10 - Format for Commercial Bid (Online mode only)**Annexure O - Commercial Bid**
(To be filled in online mode only)

Ref: OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th Oct 2022

***All prices are in INR including all taxes and duties excluding applicable Goods and Service Tax.**Commercial Bid Form
v2_0.xlsx****Bidder shall upload the values of "Summery Sheet" from "commercial bid form" Excel spread sheet to the "commercial bid form" in e-Procurement portal.*****The total cost of the project under "Summery Sheet" will be used for the section of L1 bidder.**

We certify that price quoted are all-inclusive (excluding applicable GST) as per clauses mentioned in the RFP No. **OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th Oct 2022**. We also confirm that the price quoted meets all the specifications and scope of work mentioned in the RFP No **OGB/RFP/ITD/NETWORK/012/2022-23 dated 27th Oct 2022**.

Authorised Signatory:

Name and Designation:

Office Seal:

Section 11 – Documents to be executed by selected bidder**Annexure P - Performance Bank Guarantee
(BANK GUARANTEE)**

Date

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

Performance Bank Guarantee No:

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

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

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

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

Notwithstanding anything contained in the foregoing:

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

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

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

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

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

Kindly return the original of this Bank Guarantee to ----- (Bank & Its Address), upon

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

Annexure Q - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 201 ("Effective Date") between **Odisha Grama Bank**, a body corporate constituted under Regional Rural Bank Act- 1976, having its Administrative Office at **Gandamunda, Khandagiri, Bhubaneswar – 751030**, hereinafter called the (Hereinafter referred to as "**OGB**", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) ;

AND

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

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

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

NOW THEREFORE

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

Article 1: Purpose

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

(STATE THE PURPOSE)**Article 2: DEFINITION**

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

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

Article 4: DISCLOSURE

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

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in

the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

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

Article 8: NON-WAIVER

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

Article 9: DISPUTE RESOLUTION

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

Article 10: GOVERNING LAW AND JURISDICTION

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

Article 11: NON-ASSIGNMENT

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

Article 12: TERM

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

Article 13: INTELLECTUAL PROPERTY RIGHTS

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

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of

this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

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

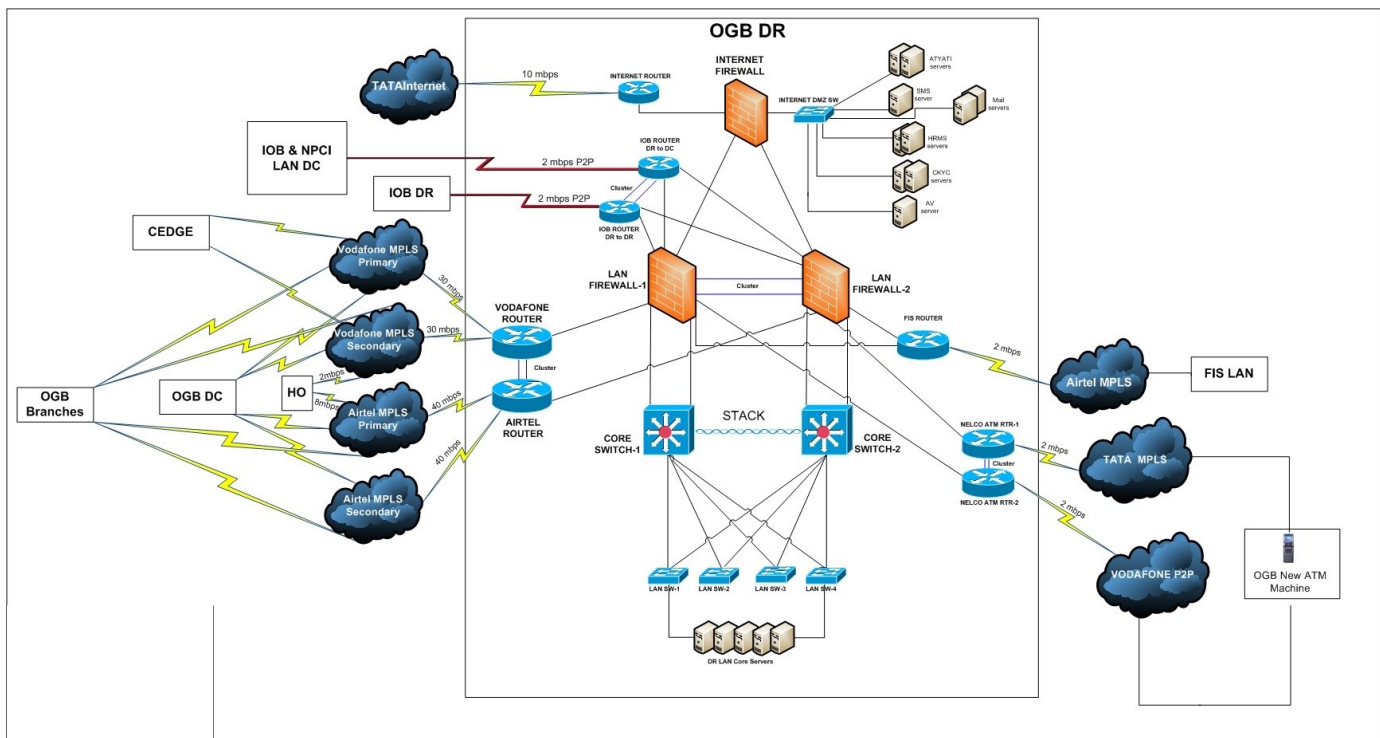
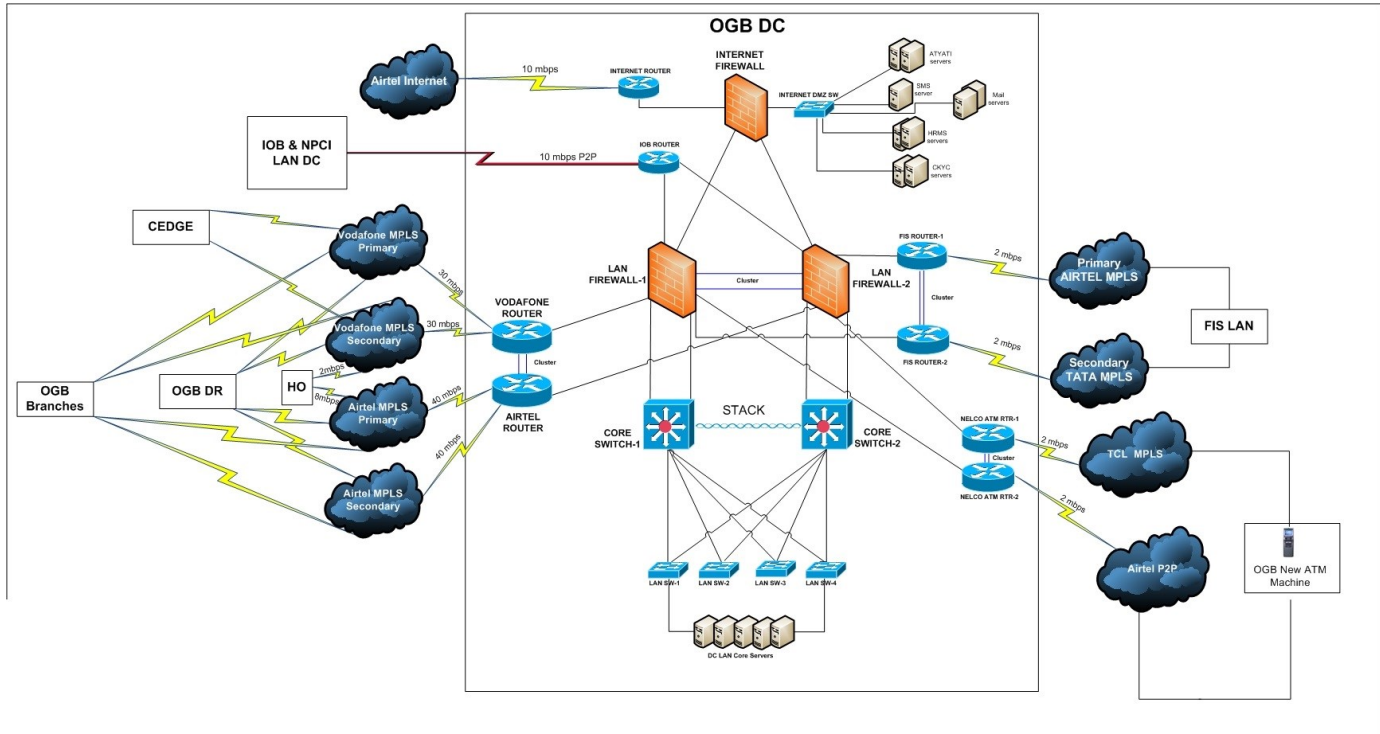
ODISHA GRAMYA BANK	TYPE COMPANY NAME
By:	By:
Name:	Name:
Designation:	Designation:

Witness 1:

Witness 2:

Section 12 – Appendix

APPENDIX 1 – Existing Network Architecture



APPENDIX 2 – Minimum Qualification of Network Engineer (L1) at Head Office

The proposed L1 Network engineer at Head Office should have following minimum qualification:

1. Should be a B.Tech / MCA / BE in any discipline or B.Sc (Specialization in Electronics or Telecom).
2. Should have be fluent in spoken English and Odia.
3. Should have experience of at least 3 years in networking domain.
4. Should have experience in L1 help desk support.
5. Should be an Indian national.
6. Should have clean background verification report conducted by the bidder either by self or through third-party background verification agency.

APPENDIX 3 – Minimum Qualification for L3 Network Engineers

The proposed L3 engineer for DC and DR should have following minimum qualifications:

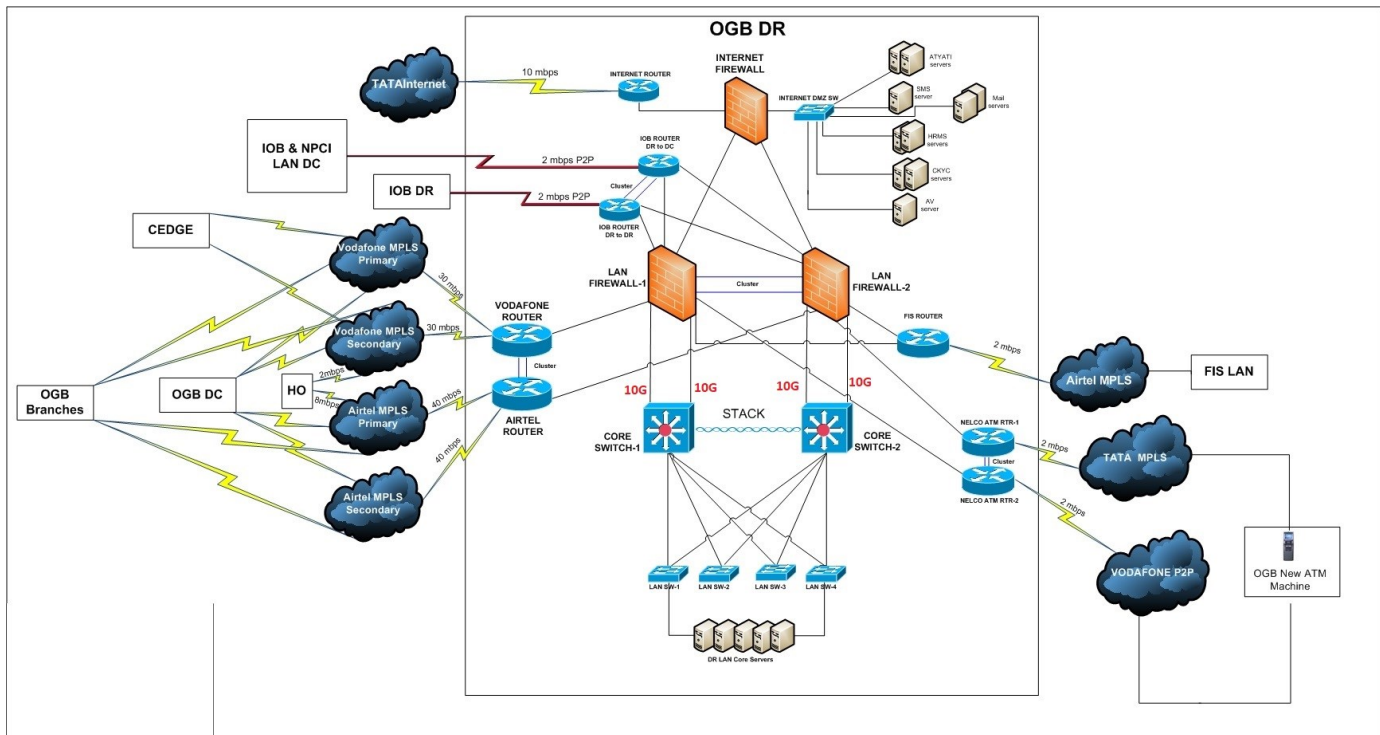
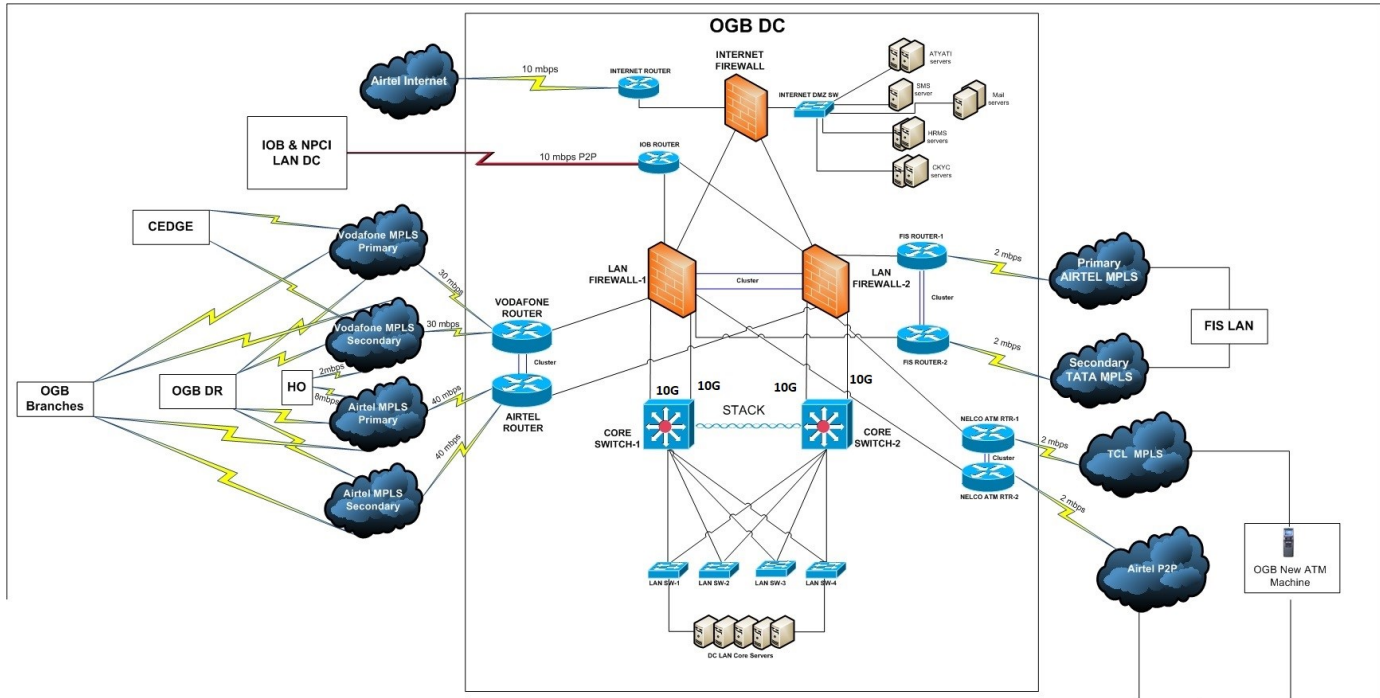
1. Should be a B.Tech / MCA / BE in any discipline or B.Sc (Specialization in Electronics or Telecom).
2. Should have be fluent in spoken English and Hindi.
3. Should have experience of at least 7 years in networking domain.
4. Should have certification of CCNP / JNCIS / ACNSP.
5. Engineer should have minimum 2-year post experience after completing CCNP / JNCIS / ACNSP.
6. Should have certification and experience in managing proposed Switches/Routers.
7. Should have 1 year experience in managing firewalls.
8. Should have experience in network management in a data center in India.
9. Should be an Indian national.
10. Should have clean background verification report conducted by the bidder either by self or through third-party background verification agency.

APPENDIX 4 – Minimum Qualification for L2 Network Engineers

The proposed L2 engineer for DC and DR should have following minimum qualifications:

1. Should be a B.Tech / MCA / BE in any discipline or B.Sc (Specialization in Electronics or Telecom).
2. Should have be fluent in spoken English and Hindi.
3. Should have experience of at least 4 years in networking domain.
4. Should have certification of CCNA / JNCIA / ACNSP.
5. Engineer should have minimum 2-year post experience after completing CCNA / JNCIA / ACNSP.
6. Should have experience in managing proposed Switches/Routers.
7. Should have working experience in managing firewalls
8. Should have experience in network management in a data center in India.
9. Should be an Indian national.
10. Should have clean background verification report conducted by the bidder either by self or through third-party background verification agency.

APPENDIX 5 – Required Network Architecture



APPENDIX 6 – Minimum Specification for Core LAN Switch

The proposed Core LAN switches at DC and DR shall have following minimum specifications:

Make:

Model:

Sl. No.	Minimum Specifications	Complied (Yes/No)
A	Solution Requirement	
A1	The Switch should support non-blocking Layer 2 switching and Layer 3 routing	
A2	There switch should not have any single point of failure like power supplies and fans etc should have 1:1/N+1 level of redundancy	
A3	Switch support in-line hot insertion and removal of different parts like modules/power supplies/fan tray etc should not require switch reboot and disrupt the functionality of the system	
A4	Switch should support the complete STACK of IP V4 and IP V6 services	
B	Hardware and Interface Requirement	
B1	Switch should have the following interfaces:	
B1.1	a. 48 x 1G/10G/25G Ports loaded with 20x10G-LR, 10x10G-SR, 8x10GigET and 8x1GigET transceivers	
B1.2	b. 8 x 40/100GbE (QSFP+/QSFP28) ports loaded with 2x100G DAC Cables	
B1.3	b. Each QSFP28 port should support 4x25GbE ports using breakout cables. Each QSFP+ port should support 4x10GbE ports using breakout cables	
B2	Switch should have console port	
B3	Switch should have management interface for Out of Band Management	
B4	Switch should be rack mountable	
B5	Switch should have adequate power supply for the complete system usage with all slots populated and used and provide N+1 redundant	
B6	Switch should have hardware health monitoring capabilities and should provide different parameters through SNMP	
B7	Switch should support VLAN tagging (IEEE 802.1q)	
B8	Switch should support IEEE Link Aggregation and Ethernet Bonding functionality to group multiple ports for redundancy	
B9	Switch should support Configuration roll-back and checkpoint	
B10	Switch should support for different logical interface types like loopback, VLAN, SVI/RVI, Port Channel/LAG, multi chassis port channel etc	
B11	Switch should have minimum buffer of 32MB	
B12	Switch should have minimum memory of 16GB and Storage of 64GB (SSD)	
C	Performance Requirement	
C1	The switch should support 300,000 IPv4 unicast prefix. Should support 150,000 IPv6 unicast prefix	
C2	The switch should support 100,000 IPv4 multicast routes. Should support 50,000 IPv6 multicast routes	
C3	Switch should support Graceful Restart for OSPF, BGP etc.	
C4	Switch should support minimum 500 routing instances	
C5	The switch should support hardware based load balancing at wire speed using LACP and multi chassis ether channel/LAG	
C6	Switch should support minimum Switching Capacity of 4 Tbps and throughput of 2 Bpps	
D	Advance Features	

Sl. No.	Minimum Specifications	Complied (Yes/No)
D1	Switch should support Network Virtualization using Virtual Overlay protocol like VXLAN and licenses (if any) for same should be provided from Day 1	
D2	Switch should support VXLAN and EVPN open standards. Licenses (if any) for same should be provided from Day 1	
D3	Switch should support VXLAN Bridging and VXLAN Routing and licenses (if any) for same should be provided from Day 1	
D4	Switch should support Data Center Bridging, PFC (802.1Qbb), Enhanced transmission selection (ETS)	
D5	Should support minimum of 200 VTEPs	
E	Layer2 Features	
E1	Spanning Tree Protocol (IEEE 802.1D, 802.1W, 802.1S)	
E2	Switch should support VLAN Trunking (802.1q) and should support 4K VLAN	
E3	Switch should support basic Multicast IGMP v1, v2, v3	
E4	Switch should support minimum 250,000 MAC addresses	
E5	Switch should support 64 nos. of ports or more per Port channel (using LACP) and support 64 port channels or more per switch	
E6	Switch should support Industry Standard Port/Link Aggregation on all ports	
E7	Switch should support multi chassis Link aggregation	
E8	Switch should support Jumbo Frames up to 9K Bytes	
E9	Support for broadcast, multicast and unknown unicast storm control to prevent degradation of switch performance from storm due to network attacks and vulnerabilities	
E10	Switch should support Link Layer Discovery Protocol	
F	Layer3 Features	
F1	Switch should support all physical ports to use either in Layer2 or Layer 3 mode and also should support layer 3 VLAN Interface	
F2	Switch should support basic routing feature i.e. IP Classless, default routing and Inter VLAN routing	
F3	Switch should support static and dynamic routing using:	
F3.1	a. Static routing - Licenses (if any) for same should be provided from Day 1	
F3.2	b. OSPFv2 and OSPFv3 - Licenses (if any) for same should be provided from Day 1	
F3.3	c. ISIS - Licenses (if any) for same should be provided from Day 1	
F3.4	d. BGPv4 - Licenses (if any) for same should be provided from Day 1	
F3.5	e. Should support route redistribution between these protocols	
F4	Switch should support MPLS using VRF and should support VRF Route leaking functionality	
F5	Switch should be capable to work as DHCP server and relay	
F6	Switch should provide multicast traffic reachable using:	
F6.1	PIM-SM, PIM-DM	
F6.2	PIM-SSM	
F6.3	Support RFC 3618 Multicast Source Discovery Protocol (MSDP)	
F6.4	IGMP V.1, V.2 and V.3	
G	Availability	
G1	Switch should have provisioning for connecting to 1:1/N+1 power supply for usage and redundancy	
G2	Switch should provide gateway level of redundancy in IP V.4 and IP V.6 using HSRP/VRRP	
G3	Switch should support for BFD For Fast Failure Detection	
H	Quality of Service	
H1	For CoS, Switch system should support classification of packet using:	
H1.1	a. MAC Address	
H1.2	b. DSCP (Differentiated Services Code Point), 802.1p	
H1.3	c. Interface	

Sl. No.	Minimum Specifications	Complied (Yes/No)
H1.4	d. Source/destination IP subnet	
H1.5	e. Protocol types (IP/TCP/UDP)	
H1.6	f. Source/destination TCP/UDP ports	
H2	Switch should support methods for identifying different types of traffic for better management and resilience	
H3	Switch should support for different type of QoS features for real time traffic differential treatment using	
H3.1	a. Weighted Random Early Detection	
H3.2	b. Strict Priority Queuing	
H4	Switch should support to trust the QoS marking/priority settings of the end points as per the defined policy	
H5	Switch should support Flow control IEEE 802.3x	
I	Security	
I1	Switch should support for deploying different security for each logical and physical interface using Port Based ACLs, Routed ACLs	
I2	Switch should support control plane protection from unnecessary or DoS traffic by control plane protection policy	
I3	Switch should support for external database for AAA using:	
I3.1	a. TACACS+	
I3.2	b. RADIUS	
I4	Switch should support MAC Address Notification	
I5	Switch should support persistent or sticky MAC learning	
I6	Switch should support DHCP Snooping	
I7	Switch should support for Role Based access control (RBAC) for restricting host level network access as per policy defined	
I8	Switch should support root protection for Spanning Tree Protocol	
I9	Switch should support Spanning tree BPDU protection	
J	Manageability	
J1	Switch should support for RMON	
J2	Switch should support for sending logs to centralised syslog server for monitoring and audit trail	
J3	Switch should provide remote login for administration using:	
J3.1	a. Telnet	
J3.2	b. SSH V.2	
J4	Switch should support for capturing packets for identifying application performance using local and remote port mirroring for packet captures	
J5	Switch should support for management and monitoring status using different type of Industry standard NMS using:	
J5.1	a. SNMP V1 and V.2	
J5.2	b. SNMP V.3	
J6	Switch should support for basic administrative tools like:	
J6.1	a. Ping	
J6.2	b. Traceroute	
J7	Switch should support central time server synchronization using Network Time Protocol	
J8	Switch should support for providing granular MIB support for different statistics of the physical and logical interfaces	
J10	Switch should provide different privilege for login in to the system for monitoring and management	
K	IPv6 features	

Sl. No.	Minimum Specifications	Complied (Yes/No)
K1	Switch should support for IPv6 connectivity and routing required for network reachability using different routing protocols such	
K1.1	OSPFv3	
K1.2	BGP with IPv6	
K2	Should support route redistribution between these protocols	
K3	Switch should support multicast in IPv6 environment	
K4	Switch should support for QoS in IPv6 environment	
K5	Switch should support syslog for sending system log messages to centralized log server in IPv6 environment	
K6	Switch should support for IP V.6 different types of tools for administration and management such as:	
K6.1	a. Ping	
K6.2	b. Traceroute	
K6.3	c. Telnet	
K6.4	d. SSH	

APPENDIX 7 – Minimum Specification for Core LAN Firewalls

The proposed Core LAN Firewalls at DC and DR shall have following minimum specifications:

Make:

Model:

S/N	Feature Description	Complied- Yes/No
A	Hardware Features	
A.1	The device should be 1U and 19" rack mountable. All rack mounting accessories are to be provided.	
A.2	Should have minimum 16 Gig of RAM and 16 GB flash storage.	
A.3	The CPE should have min 4 x 10G SFP+, 4 x 1 G SFP and 12 x 1000BaseT, all ports capable of routed LAN and WAN connectivity.	
A.4	The device should be RoHS complaint, NDPP / NDcPP certified	
A.5	Two identical devices must be deployed in high availability mode to minimize downtime.	
B	Performance	
B.1	The device should have minimum 1500 Kpps of routing and firewall performance for 64 byte packet size.	
B.2	The device should support stateful firewall performance of min. 5 Gbps measured on IMIX traffic.	
B.3	The device should support IPsec VPN performance of 1000 Mbps for IMIX packets	
B.4	Minimum 2M concurrent sessions for IPv4 or IPv6 traffic	
C	Device Routing Features	
C.1	The device should have IPv4 and IPv6 routing capabilities.	
C.2	The device should support OSPF, IS-IS, and BGP	
C.3	Multicast Support – IGMP, PIM-SM, SSM	
C.4	The device should support virtual routers for multi-tenancy in future	
C.5	The device should support ECMP and Policy based routing	
D	Switching Features	
D.1	The device should support VLAN, STP, RSTP and LLDP	
E	IPsec features	
E.1	The device should support Site to Site and Multi-Site IPsec capabilities	
E.2	IPv4 and IPv6 IPEC VPN	
E.3	IPsec authentication algorithms: MD5, SHA-1, SHA-128, SHA-256	
E.4	The device should support DES and 3DES encryption capabilities	
E.5	The device should support GRE	
F	QOS Features	
F.1	The device should support 802.1p, DSCP, WRED, Hierarchal shaping and policing	
G	MPLS Features	
G.1	The device should support MPLS – L2 VPN, L3VPN, Pseudo wire, VPLS, RSVP-TE and FRR	
H	Application security Features	
H.1	The device should support Application level visibility, Quality of experience and security with control	
I	OAM Features	

I.1	IEEE 802.3ah Link Fault Management (LFM) IEEE 802.1ag Connectivity Fault Management (CFM), IP Monitoring, Flow Monitoring, BFD	
J	Management Features	
J.1	The device should support ZTP, SNMP, SSH, telnet capabilities	
J.2	Should be manageable using CLI and GUI	
J.3	Should support debugging capabilities and usage capabilities of bandwidth and application	
K	Role based Access Control (RBAC)	
K.1	Multiple Hierarchical levels	
K.2	GUI support for Administration, Operations and Management	

APPENDIX 8 – Minimum Specification for Core Router and FIS Router

The proposed Core Routers and FIS Routers at DC and DR shall have following minimum specifications:

Make:

Model:

Sl. No.	Technical Specifications	Complied (Y/N)
A	Physical	
A.1	Operating Temperature in range of 0° to 40° C	
A.2	Operating Humidity should be 10% to 90% noncondensing	
A.3	Should be rack mountable and provided with necessary kit for mounting	
B	Interfaces and Modules	
B.1	Should have minimum 8 numbers of 1G SFP+ ports	
B.2	Should have minimum 8 RJ45 10/100/1000 Base-T copper ports	
B.3	Should have one 1X1GbE Out-of-Band (OOB) management ports	
B.4	Must have 1 console RJ-45 port	
B.5	Minimum 1 USB port	
B.6	Support for T1/E1, ADSL2/2+, VDSL ports	
C	System Performance	
C.1	Should support routing performance of min. 2 Gbps measured on IMIX traffic.	
C.2	Routing table size should be minimum of 512 K (IPv4 and IPv6)	
C.3	Should support minimum of 2000 VLANs	
D	Memory and Storage	
D.1	System Memory (RAM) of 4 GB & Flash/SSD of 100 GB	
E	Power	
E.1	Should have redundant AC power supply	
F	Management and Reporting	
F.1	Should support SSH	
F.2	Should support Telnet	
F.3	Should support SNMP	
F.4	Should have Web based GUI. Should support CLI access	
F.5	Must support Python scripting	
F.6	Should support sFlow/jflow/netflow or equivalent	
F.7	Should support IP-Monitoring	
G	Layer 2 Features	
G.1	MAC address learning	
G.2	Link aggregation and LACP	
G.3	VLAN addressing support	
H	Routing Features	
H.1	Should have IPv4, IPv6 Static Routes	
H.2	Should have BGP, RIP v1/v2, OSPF, IS-IS protocols enabled	
H.3	Should have virtual routers functionality	
H.4	Policy-based routing/Source-based routing should be supported	
H.5	Should support Multicast -IGMP v1/v2/v3, PIM-SM/PIM-DM	
H.6	Should support MPLS, RSVP, LDP, L3VPN	

Sl. No.	Technical Specifications	Complied (Y/N)
H.7	Should support Traffic Engineering, FRR	
H.8	Should support multicast VPN	
H.9	Graceful protocol restart for BGP, IS-IS, OSPF	
I	High Availability Features	
I.1	Should support VRRP/HSRP on both IPv4 and IPv6	
I.2	Device and link detection should be available to monitor failure	
I.3	Should support IP monitoring with route and interface failover	
I.4	Should have modular operating system	
J	Network Features	
J.1	Should have Source NAT	
J.2	Should have Port Address Translation (PAT)	
J.3	Should have Bidirectional 1:1 static NAT	
J.4	Should have Destination NAT	
J.5	Should have Persistent NAT	
J.6	Should have IPv6 address translation	
K	VPN Features	
K.1	Should support GRE, IP-IP Tunnels	
K.2	Should support Data Encryption Standard (DES), triple DES (3DES), Advanced Encryption Standard (AES256), PKI	
L	QoS Features	
L.1	Must Support for 802.1p, Diff Serv code point (DSCP), EXP	
L.2	Must Support Classification based on VLAN, interface or multi-field filters	
L.3	Must Support Marking, policing, and shaping	
L.4	Must Support Weighted random early detection (WRED)	
L.5	Must Support Guaranteed and maximum bandwidth	
L.6	Must Support Ingress traffic policing	
M	Certifications and Third Party Validation	
M.1	Safety certifications UL 60950-1	
M.2	EMC certifications FCC Class A	
M.3	The router or it's operating system should be FIPS 140-2 and EAL 3/NDPP or above, certified under Common Criteria.	

APPENDIX 9 – Minimum Specification for Internet Gateway Firewalls

The proposed Internet Gateway Firewalls at DC and DR shall have following minimum specifications:

Make:

Model:

Sl. No.	Technical Specifications	Complied (Y/N)
A	Physical	
A.1	Operating Temperature in range of 0° to 40° C	
A.2	Operating Humidity should be 10% to 90% noncondensing	
A.3	Should be rack mountable and provided with necessary kit for mounting	
B	Interfaces and Modules	
B.1	Should have minimum 8 numbers of 1G SFP+ ports	
B.2	Should have minimum 8 RJ45 10/100/1000 Base-T copper ports	
B.3	Should have one 1X1GbE Out-of-Band (OOB) management ports	
B.4	Must have 1 console RJ-45 port	
B.5	Minimum 1 USB port	
B.6	Support for T1/E1, ADSL2/2+, VDSL ports	
C	System Performance	
C.1	Should support statefull firewall performance of min. 1.5 Gbps measured on IMIX traffic.	
C.2	Should support IPsec VPN performance of min. 750 Mbps.	
C.3	Should support NextGen firewall performance of min. 300 Mbps.	
C.4	Routing table size should be minimum of 512 K (IPv4 and IPv6)	
C.5	Should support minimum of 2000 VLANs	
D	Memory and Storage	
D.1	System Memory (RAM) of 4 GB & Flash/SSD of 100 GB	
E	Power	
E.1	Should have redundant AC power supply	
F	Management and Reporting	
F.1	Should support SSH	
F.2	Should support Telnet	
F.3	Should support SNMP	
F.4	Should have Web based GUI. Should support CLI access	
F.5	Should support App based traffic steering with multiple overlay tech – IPSec, GRE with link monitoring	
F.6	Must support Python scripting	
F.7	Should support sFlow/jflow/netflow or equivalent	
F.8	Should support IP-Monitoring	
G	Layer 2 Features	
G.1	MAC address learning	
G.2	Link aggregation and LACP	
G.3	VLAN addressing support	
H	UTM Features	
H.1	IPS	
H.2	Advanced URL Filtering	

Sl. No.	Technical Specifications	Complied (Y/N)
H.3	The device should be able to work as a next generation firewall along with UTM features enabled.	
H.4	Application Security for ability to detects at least 4000 Layer 3-7 applications including Web 2.0, Filter out risky and unwanted applications, and Ensure priority to high-value business applications.	
H.5	IPS to prevent network reconnaissance attempts and prevent exploits hidden in network & application traffic	
H.6	Security Intelligence to prevent Command and Control (C&C) attack, Block known malicious connections, and prevent lateral movement of security threats by identifying infected devices.	
H.7	Ability to Discover and prevent new & unknown malwares	
H.8	Day-0 response to threat incidents	
H.9	Policy enforcement based on GeoIP	
H.10	Enhanced Web Filtering to identify web traffic by categories, block malicious & unwanted websites, and selectively decrypt	
H.11	Network Antivirus to keep known malwares out of the network and prevent threat from installing on the internal devices.	
H.12	Anti-SPAM to prevent unsafe and annoying email out of the network and reduce the risk for email as an attack vector	
H.13	3 years subscription for Application visibility & security, IPS, advanced URL filtering, gateway anti-virus & anti-spam and prevention against malware attack (day-0 protection) to be included with the offer.	
H.14	Gateway anti-virus protection	
I	Routing Features	
I.1	Should have IPv4, IPv6 Static Routes	
I.2	Should have BGP, RIP v1/v2, OSPF, IS-IS protocols enabled	
I.3	Should have virtual routers functionality	
I.4	Policy-based routing/Source-based routing should be supported	
I.5	Should support Multicast -IGMP v1/v2/v3, PIM-SM/PIM-DM	
I.6	Should support MPLS, RSVP, LDP, L3VPN	
I.7	Should support Traffic Engineering, FRR	
I.8	Should support multicast VPN	
I.9	Graceful protocol restart for BGP, IS-IS, OSPF	
J	High Availability Features	
J.1	Should support VRRP/HSRP on both IPv4 and IPv6	
J.2	Dual box clustering should be supported	
J.3	Active/passive and Active/Active mode should be supported	
J.4	Device and link detection should be available to monitor failure	
J.5	Should support IP monitoring with route and interface failover	
J.6	Should have modular operating system	
K	Network Features	
K.1	Should have Source NAT	
K.2	Should have Port Address Translation (PAT)	
K.3	Should have Bidirectional 1:1 static NAT	
K.4	Should have Destination NAT	
K.5	Should have Persistent NAT	

Sl. No.	Technical Specifications	Complied (Y/N)
K.6	Should have IPv6 address translation	
L	VPN Features	
L.1	Should support GRE, IP-IP Tunnels	
L.2	Should support Data Encryption Standard (DES), triple DES (3DES), Advanced Encryption Standard (AES256), PKI	
L.3	Should have IPSec VPN and SSL VPN licenses for 3000 users with concurrent users of 150 users.	
L.4	Should have end user VPN clients for Windows and Android Operating Systems	
M	QoS Features	
M.1	Must Support for 802.1p, DiffServ code point (DSCP), EXP	
M.2	Must Support Classification based on VLAN, interface or multi field filters	
M.3	Must Support Marking, policing, and shaping	
M.4	Must Support Weighted random early detection (WRED)	
M.5	Must Support Guaranteed and maximum bandwidth	
M.6	Must Support Ingress traffic policing	
N	Application Aware Features	
N.1	Should support application quality experience which enables to effectively prioritize, segregate, and route business-critical applications traffic without compromising performance or availability from Day 1.	
N.2	Should support function to seamlessly diverts applications to an alternate path if the performance of the primary link is below acceptable levels as specified by the SLA	
O	Warranty and UTM subscription	
O.1	5 years onsite support including next-business day hardware replacement in case of failure, 24x7 access to OEM technical assistance centre using toll-free telephone service, all minor and major software and patch updates.	
O.2	UTM subscription to be included for 5 years	
P	Certifications and Third Party Validation	
P.1	Safety certifications UL 60950-1	
P.2	EMC certifications FCC Class A	
P.3	The router or it's operating system should be FIPS 140-2 and EAL 3/NDPP or above, certified under Common Criteria.	
P.4	The security effectiveness of the proposed OEM against exploits, malware and malicious URLs should be proven and validated as the following: i. More than 99% measured by NSS Labs ii. AAA rating by Cyber Rating iii. More than 99.5% measured by ICSA Labs	

APPENDIX 10 – Minimum Specification for Internet Router

The proposed Internet Router at DC and DR shall have following minimum specifications:

Make:

Model:

Sl. No.	Technical Specifications	Complied (Y/N)
A	Physical	
A.1	Operating Temperature in range of 0° to 40° C	
A.2	Operating Humidity should be 10% to 90% noncondensing	
A.3	Should be rack mountable and provided with necessary kit for mounting	
B	Interfaces and Modules	
B.1	Should have minimum 8 numbers of 1G SFP+ ports	
B.2	Should have minimum 8 RJ45 10/100/1000 Base-T copper ports	
B.3	Should have one 1X1GbE Out-of-Band (OOB) management ports	
B.4	Must have 1 console RJ-45 port	
B.5	Minimum 1 USB port	
B.6	Support for T1/E1, ADSL2/2+, VDSL ports	
C	System Performance	
C.1	Should support routing performance of min. 1.5 Gbps measured on IMIX traffic.	
C.2	Routing table size should be minimum of 512 K (IPv4 and IPv6)	
C.3	Should support minimum of 2000 VLANs	
D	Memory and Storage	
D.1	System Memory (RAM) of 4 GB & Flash/SSD of 100 GB	
E	Power	
E.1	Should have redundant AC power supply	
F	Management and Reporting	
F.1	Should support SSH	
F.2	Should support Telnet	
F.3	Should support SNMP	
F.4	Should have Web based GUI. Should support CLI access	
F.5	Must support Python scripting	
F.6	Should support sFlow/jflow/netflow or equivalent	
F.7	Should support IP-Monitoring	
G	Layer 2 Features	
G.1	MAC address learning	
G.2	Link aggregation and LACP	
G.3	VLAN addressing support	
H	Routing Features	
H.1	Should have IPv4, IPv6 Static Routes	
H.2	Should have BGP, RIP v1/v2, OSPF, IS-IS protocols enabled	
H.3	Should have virtual routers functionality	
H.4	Policy-based routing/Source-based routing should be supported	
H.5	Should support Multicast -IGMP v1/v2/v3, PIM-SM/PIM-DM	
H.6	Should support MPLS, RSVP, LDP, L3VPN	

Sl. No.	Technical Specifications	Complied (Y/N)
H.7	Should support Traffic Engineering, FRR	
H.8	Should support multicast VPN	
H.9	Graceful protocol restart for BGP, IS-IS, OSPF	
I	High Availability Features	
I.1	Should support VRRP/HSRP on both IPv4 and IPv6	
I.2	Device and link detection should be available to monitor failure	
I.3	Should support IP monitoring with route and interface failover	
I.4	Should have modular operating system	
J	Network Features	
J.1	Should have Source NAT	
J.2	Should have Port Address Translation (PAT)	
J.3	Should have Bidirectional 1:1 static NAT	
J.4	Should have Destination NAT	
J.5	Should have Persistent NAT	
J.6	Should have IPv6 address translation	
K	VPN Features	
K.1	Should support GRE, IP-IP Tunnels	
K.2	Should support Data Encryption Standard (DES), triple DES (3DES), Advanced Encryption Standard (AES256), PKI	
L	QoS Features	
L.1	Must Support for 802.1p, DiffServ code point (DSCP), EXP	
L.2	Must Support Classification based on VLAN, interface or multi-field filters	
L.3	Must Support Marking, policing, and shaping	
L.4	Must Support Weighted random early detection (WRED)	
L.5	Must Support Guaranteed and maximum bandwidth	
L.6	Must Support Ingress traffic policing	
M	Warranty	
M.1	5 years onsite support including next-business day hardware replacement in case of failure, 24x7 access to OEM technical assistance centre using toll-free telephone service, all minor and major software and patch updates.	
N	Certifications and Third Party	
N.1	Safety certifications UL 60950-1	
N.2	EMC certifications FCC Class A	
N.3	The router or it's operating system should be FIPS 140-2 and EAL 3/NDPP or above, certified under Common Criteria.	

APPENDIX 11 – Minimum Specification for DMZ Switch at DC only

The proposed DMZ switch at DC shall have following minimum specifications:

Make:

Model:

Sl.No.	Minimum Specifications	Compliance (Yes/No)
A	Hardware and interface requirements	
A.1	The switch should be a stackable switch with minimum 24 x 10/100/1000Base-T ports and 8 x 1G/10G SFP+ ports out of which at least 4 can be used for stacking / virtual chassis formation. If required, all 8 SFP+ ports should be configurable as uplink ports.	
A.2	The switch should support a stacking / virtual chassis of 9 switches and 80 Gbps Stacking bandwidth support. Feature to be enabled from day-1 with cables, stacking module / license etc.	
A.3	The switch should have min. 4 GB RAM and 8 GB Flash	
B	Performance requirements	
B.1	Switch should support a switching bandwidth of 208 Gbps for line rate performance of a fully populated switch	
B.2	Switch should have minimum 154 Mpps Forwarding rate for line rate performance of a fully populated switch	
C	Layer 2 Switching	
C.1	Switch should support minimum 64000 MAC addresses and 32000 ARP entries per system.	
C.2	Switch should support Jumbo frames – 9,000 bytes	
C.3	Switch Should support minimum 2000 Active VLAN's	
C.4	Switch Should support Port-based VLAN and MAC-based VLAN	
C.5	Switch Should support 802.1Q VLAN tagging	
C.6	Switch Should support Voice VLAN	
C.7	Switch should support ITU-T G.8032: Ethernet Ring Protection	
C.8	Switch Should support LLDP	
D	Layer 3 Routing	
D.1	Switch should support IPv4 and IPv6 static routing	
D.2	Switch should support VRRP, IGMP V1/V2/V3, OSPFV2/V3, RIPng and Bidirectional Forwarding Detection (BFD) by adding a feature license if, required in future.	
E	Quality of Service (QoS) requirements	
E.1	Switch should support Class-based queuing with prioritization	
E.2	Switch should support Queuing based on VLAN, interface and port	
E.3	Switch should support Marking, policing, and shaping	
E.4	Switch should support WRED	
F	System Management and Administration	
F.1	Switch should support Software upgrades	
F.2	Switch should support SNMPv2 and SNMPv3	
F.3	Switch should support IPv6 Management including Neighbor discovery, Logging, Telnet, SSH, Web, SNMP, NTP and DNS	
F.4	802.1ag -connectivity fault management	

Sl.No.	Minimum Specifications	Compliance (Yes/No)
G	Security features	
G.1	Switch Should support Port, VLAN and Router based Access control lists (ACLs)	
G.2	Should support minimum 1K Security Access Control Entries	
G.3	Switch should support MAC limiting	
G.4	Switch should support Dynamic ARP Inspection (DAI)	
G.5	Switch should support DHCP snooping	
G.6	Switch should support L2-L4 ACL	
G.7	Switch should support Control plane DoS protection	
H	Services and Manageability	
H.1	Switch should be managable through CLI, Web Interfce, SSHv2 and HTTP/HTTPs	
H.2	Configuration backup via FTP/secure copy	
I	OEM Qualification Criteria	
I.1	The OEM must be placed as Leaders or Challengers in the latest Gartner Magic Quadrant for DC Network.	
I.2	The OEM should have 24x7 technical assistance center and tollfree call logging facility	
I.3	The OEM should have at least two spare depots in Eastern India.	
J	Certifications and compliances	
J.1	Should be Reduction of Hazardous Substances (ROHS) 6 compliant	
J.2	Should comply with the following EMC requirements FCC 47CFR Part 15 Class A EN 55024 ICES-003 CISPR 24	
J.3	Should comply with the following Security requirements UL 62368-1 and 60950-1 IEC 62368-1 and 60950-1 CSA-C22.2 No. 62368-1 and 60950-1	
K	Warranty	
K.1	Switch should be provided with hardware replacement warranty and ongoing software upgrades for all major and minor releases for a period of 5 years.	