



# REQUEST FOR PROPOSAL (RFP) FOR FACILITY MANAGEMENT SERVICE (FMS) FOR BRANCH NETWORK MAINTENANCE AND SUPPLY OF ADDITIONAL MATERIALS, SERVICES.

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**1) Introduction**

Odisha Grameen Bank was established on 1<sup>st</sup> May 2025 through the amalgamation of Utkal Grameen Bank and the erstwhile Odisha Gramya Bank, as per the Gazette Notification issued by the Department of Financial Services, Government of India (Ref. No. CG-DL-E-07042025-262329) dated 07.04.2025.

The amalgamation was carried out under the provisions of sub-section (1) of Section 23A of the Regional Rural Banks Act, 1976 (21 of 1976). The share capital of the newly constituted Odisha Grameen Bank is contributed in the ratio of 50:15:35 by the Government of India, Government of Odisha, and Indian Overseas Bank (the Sponsor Bank), respectively.

**2) Purpose of RFP**

This Request for Proposal (RFP) has been prepared solely for the purpose of enabling Odisha Grameen Bank (hereinafter referred to as "Bank") invites Request for Proposal (hereinafter referred to as "RFP") from well-reputed vendors **for Facility Management Services for Branch Network Maintenance and supply of additional materials, services.** (Hereinafter collectively also referred to as "Solution") based on the requirements, specifications, terms and conditions laid down in this RFP and its Annexes.

The selection of bidder will be done by Quality and Cost Based Selection (QCBS) process.

This RFP document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals.

This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require.

Bank in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information in this RFP. Such change will be published on the Website (<https://odishabank.bank.in>) and it will become part of RFP. Odisha Grameen Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties. Bank reserves the right to cancel the entire bid at any point of time, or disqualify any particular bidder, if it finds that fair play is not maintained by the bidder.

The formulation of the Evaluation criteria, the conduct of the evaluation of the responses to the RFP and the subsequent selection of the successful bidder(s) will be entirely at the discretion of OGB and its decision shall be final and no correspondence about the decision shall be entertained.

Interested entities are advised to study this RFP document carefully before submitting their bids in response to the RFP. Submission of a bid in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

OGB reserves the right to negotiate, change, modify or alter any/ all the terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required, from the Bidder. OGB also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof are deemed to be so taken after taking into account the commercial acumen and OGB does not guarantee or warrant suitability hereof or success to Bidder/ Bidders or any other person or party.

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This RFP describes what is required of the Bidder in terms of services, deliverables, performance measures and outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the bidder.

Submission of the bid shall be deemed to be conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by him in his bid. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to bid shall be rejected and returned to the bidders. The Bidder should submit/ upload the Bid well before the last date to avoid any inconvenience at the last moment.

### Tender Details:

- A. The bids have to be submitted online on the GeM Portal. Any terms and conditions, counter terms etc. stated by the Bidder in his bid will not be binding on OGB. Unsolicited/ conditional discounts if offered by any party will not be considered and offers of parties offering such unsolicited discounts are liable to be rejected.
- B. Online bids should be submitted on or before the due date of this tender. Bids not in the prescribed format are liable to be rejected. OGB does not take any responsibility for any delay in the submission of online bids due to connectivity problems or non-availability of the site and/ or other documents/ instruments to be submitted in physical form due to postal delay. No claims on this account shall be entertained.
- C. It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of the tender and the successful Bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on its account thereof.
- D. Bids are liable to be rejected if there is any deviation from the tender document and its attachments. OGB may be contacted if any clarifications are needed by the bidders before submitting the bids.
- E. In case of any clarification pertaining to the tender, the following personnel can be contacted via email:

Name & Designation	Contact Details
Akash Agrawal, Senior Manager, ITD	Email id: network@odishabank.bank.in Contact No: 0674 -2916150, 2916151
Adarsh Kumar Verma, Manager ITD	
Gopinath Sahoo, Asst. Manager, ITD	

### 3) 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 Vendor 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 Grameen 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.

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- 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) "CBS" means Core Banking System – Finacle 10.2.25.
- g) "Acceptance Certificate" means certificate 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.
- h) "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by the Bank).
- i) "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.
- j) "Commissioning" means the successful installation and acceptance of the service, including supply, configuration, and installation, successful testing and connectivity is executed.
- k) "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.
- l) "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.
- m) "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.
- n) "Parties" means the Purchaser / OGB and the Bidder / Vendor and "Party" means either of the Parties.

**4) 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;

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- 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, the Information Technology Act, 2000 and the Information Technology (Amendment) Act, 2008.

5) **Scope of Work**

**5.1 Network Maintenance at Branches, ROs and HO:**

The selected bidder should provide 20 network resources for Facility Management Services (FMS) related to Network maintenance at 979 branch locations, 17 Regional Offices, one Head Office and one IT Service Center. The resources provided at RO level should be of L1 category. The resource provided at HO and IT service center should be of L1 category and L2 category respectively.

17 resources of L1 category should be distributed in 17 ROs which will work as field engineers for branches under purview of the respective RO and shall resolve any complaints related to network, link of branches. 2 resources of L1 category should be deployed 1 at Head Office and 1 at IT Service Center along with 1 resource of L2 category should be deployed at IT Service Center.

1. L1 resources provided should have knowledge in the following:
  - They should be able to troubleshoot the issues in the routers and branch network.
  - They should be well versed with the port details of the routers and switches.
  - They should have knowledge regarding network cabling.
  - They should have knowledge regarding the signal light code of the Modems and Routers.
  - They should have experience in resolving the minor issues at branch network to restore the network in case of any fault.
  - They should be able to replace the faulty router, switches or modems with the working ones.
2. The engineer at Head Office and IT Service Center should be well-versed with configuration of all type of routers and switches used in bank branch locations.
3. The engineer at Head Office and IT Service Center should receive complains from Branch locations related to network issues and should investigate the cause of the issue. After identification of the issue, it should be allocated to the corresponding engineer present at ROs.
4. The network engineer at all the location should do following task as required:
  - a. Replacement of faulty Router(s), Modem(s) and Switch(s) at Branches.
  - b. Repair or Replacement of data cable and (or) patch panel.
  - c. Schedule network maintenance at branch.
  - d. Follow-up with the network service providers to restore the link of branches.
5. The engineer at Head Office and IT Service Center should do following tasks not limited to:
  - a. Local or Remote configuration of branch routers and switches.
  - b. Maintenance of network records.
  - c. Monitor and troubleshoot branch network issues.
  - d. Follow-up with the service providers to restore the links of all locations of bank.
  - e. Troubleshooting and resolution of any kind of network issue.
6. The L1 engineers should have:
  - a. Minimum qualification of 12<sup>th</sup> pass/Diploma in electrical, electronics, networking and similar fields.



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- b. Minimum work experiences of 2 years in the relevant field of network support.
  - c. Proficiency of Local Language (Odia).
7. The L2 engineer should have:
  - d. Minimum qualification of Graduate.
  - e. Minimum work experiences of 3 years in the relevant field of network support.
  - f. Proficiency in Hindi & English.
8. All costs borne by the selected bidder to adhere to the Scope of Work should include in the prices quoted in the commercial bid and no extra cost shall accrue to the bank during the course of the contract. No extra cost shall accrue to the bank towards transportation expense of resources provided by the selected bidder.
9. The selected bidder may provide insurance to their engineer. However, bank will not be liable for any damage to the engineer physically or mentally while performing job inside or outside of Bank premises.

**5.2 Data Cabling of Branch/Offices Premises:**

Bank may at its sole discretion may place separate order to the selected bidder for data cabling of entire branch premises as per the approved rate structure in the commercial Bid as per Table – B of Commercial Bid Format". In case the items are not included in the approved list , the pricing shall be determined on mutually agreed terms between bank and the bidder.

Separate Purchase Order shall be issued to the selected bidder for data cabling of new premises as per requirement of the Bank. Following steps to be followed for data cabling of entire branch/offices:

- Bank will intimate the bidder over e-mail for survey of branch/office premises for submission of report with list of material required for data cabling of entire branch.
- Bank will release separate purchase order for data cabling of entire branch with list of material to be provided as per approved price mentioned in line item 1 to 35 in "Table B" of "Commercial Bid Format". Only in this type of order "Labor Charges for Data Cabling of Branch Premises" as mentioned and negotiated in Line Item 35 in "Table B" of "Commercial Bid Format" shall be included subject to requirement accessed by bank.
- The selected bidder should send their team of engineers for data cabling of entire branch premises or shift the data cabling of existing branch premises to new premises after receiving of order.

For partial maintenance of Data cabling at branch or replacement of partial data cabling of branches no separate purchase order will be released and "Labor Charges for Data Cabling of Branch Premises" as mentioned in Line Item 35 in "Table B" of "Commercial Bid Format" will not be applicable.

This activity should be completed as per schedule given in the respective purchase order and should not affect the normal network support services provided by the vendor.

**5.3 Single Point of Contact**

The L2 engineer will be the single point of contact, with whom OGB will deal with, for any activity pertaining to the requirements of this RFP.

**5.4 Procurement of Network Consumables.**

The Selected Bidder should submit requisition for requirement of any kind of network



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consumables or equipment like Patch Cord, Patch Panel, I/O Port, 8/16/24 port switch and (or) 4U network rack for maintenance of network infrastructure at branches which should not include the material required for data cabling of entire premises.

Bank may either procure the same from the selected bidder or may supply the same from other vendor. However, the requisition should not delay the resolution of network issue at the branch.

The prices quoted in "Table B" of "Commercial Bid Format" will be subject to negotiation and the negotiated price will be treated as rate contract during the rate contract.

- The Vendor shall carry out maintenance Services as per the schedule indicated in the bid document. The scope of the Annual Maintenance Service covers upkeep & smooth working of the equipment within the premises of the user department as per the laid down SLA and other provisions contained in the agreement document. Bank intends for selection of vendor for providing Branch field support for Network peripherals across the bank as per scope of work given in **Annexure- A(2)**.
- The vendor should deploy trained, experienced and competent service engineers for carrying out necessary maintenance services for the equipment as per benchmarked maintenance practices/ OEM manuals at the user's location. Continuous efforts should be made by the vendor to minimize the downtime of the equipment as a part of the duties of the vendor. The vendor shall ensure that all equipment are maintained at optimum operating levels. Preventive Maintenance required for the upkeep of the equipment will be carried by the vendor.
- The contract will be for five years with effective from **01<sup>st</sup> April 2026**. The Hardware is located at various locations viz. HO/ RO/ BO of Odisha Grameen Bank, spread across the state of Odisha.
- Vendor shall refer to the detailed Terms and Conditions, SLAs defined, and the document which will be signed by the successful bidder and OGB.

#### **6) Manpower**

##### **6.1.Manpower**

1. The selected vendor shall engage manpower or support engineers at Bank's locations to manage the entire setup within the scope of Vendor.

The list of resources shall be as follows.

<b>Location Name</b>	<b>Address</b>	<b>Job Profile</b>	<b>Skill level</b>	<b>No. of Persons</b>	<b>Availability</b>
HO	Head Office, Odisha Grameen Bank, Gandamunda, Khandagiri, Bhubaneswar-751030	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of Bank and Resident Engineer for HO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.

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Location Name	Address	Job Profile	Skill level	No. of Persons	Availability
ITD, HO	IT DEPARTMENT, ODISHA GRAMEEN BANK, KOKILA KANCHAN TOWER, GROUND FLOOR, PLOT NO 11, BALABHADRAPUR, SUNDARPADA, BHUBANESWAR, KHORDHA, ODISHA, PIN 751002	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of Bank and Resident Engineer for HO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
ITD, HO	IT DEPARTMENT, ODISHA GRAMEEN BANK, KOKILA KANCHAN TOWER, GROUND FLOOR, PLOT NO 11, BALABHADRAPUR, SUNDARPADA, BHUBANESWAR, KHORDHA, ODISHA, PIN 751002	SPOC, Team Coordinator and Resident Engineer for HO	L2	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, BALASORE	Regional Office - Balasore, Odisha Grameen Bank, Vivekanand Marg, Church Building, Dist- Balasore, PIN- 756001	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, BARGARH	Regional Office - Bargarh, Odisha Grameen Bank, AT-BANDUTIKRA PO-BARGARH 768028	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.

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Location Name	Address	Job Profile	Skill level	No. of Persons	Availability
RO, BARIPADA	Regional Office - Baripada, Odisha Grameen Bank, AT-B N TOWER, NEAR JAGANNATH TEMPLE, DEULA SAHI, AT/PO-BARIPADA DIST-MAYURBHANJ 757001	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, BERHAMPUR	Regional Office - Berhampur, Odisha Grameen Bank, AT-GODABARISHNAGAR, PO-BERHAMPUR 760001	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, BHAWANIPATNA	Regional Office - Bhawanipatna, Odisha Grameen Bank, BBC PARA KALAHANDI 766001 BHAWANIPATNA	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, BOLANGIR	Regional Office - Bolangir, Odisha Grameen Bank, AT- BOLANGIR NEAR NEW BUSTAND, DOOR SANCHAR BHAWAN CAMPUS 767001 BOLANGIR	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, CHANDIKHOLE	Regional Office - Chandikhole, Odisha Grameen Bank, RO CHANDIKHOLE A Market Complex, Chandikhole Chhak, PO-Sunguda 754296 CHANDIKHOLE	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.

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Location Name	Address	Job Profile	Skill level	No. of Persons	Availability
RO, CUTTACK	Regional Office - Cuttack, Odisha Grameen Bank, RO CUTTACK AT - MAHANADI VIHAR DIST- CUTTACK 753004 CUTTACK	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, DHENKANAL	Regional Office - Dhenkanal, Odisha Grameen Bank, Deula Sahi, AT/PO/Dist- Dhenkanal Dhenkanal 759001 DHENKANAL	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, JASHIPUR	Regional Office - Jashipur, Odisha Grameen Bank, AT/PO-JASHIPUR, BLOCK-JASHIPUR DIST- MAYURBHANJ 757034 JASHIPUR	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, JEYPORE	Regional Office - Jeypore, Odisha Grameen Bank, AT-NKT ROAD HITEL WOODS , 1ST FLOOR PO- JEYPORE 764003 JEYPORE	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, KEONJHAR	Regional Office - Keonjhar, Odisha Grameen Bank, AT/PO- EONJHARGARH DIST- KEONJHAR 758001 KEONJHAR	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.

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Location Name	Address	Job Profile	Skill level	No. of Persons	Availability
RO, KHURDA	Regional Office - Khurda, Odisha Grameen Bank, Plot No- 411/1225, AT- Sanapalla, PO- Pallahat Khurda 752056 KHURDA	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, PHULBANI	Regional Office - Phulbani, Odisha Grameen Bank, AT-PENJI SAHI ,FCI ROAD, PO- PHULBANI 762001 PHULBANI	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, PIPILI	Regional Office - Pipili, Odisha Grameen Bank, AT/PO- Pipili, Dist-Puri Pipli 752104 PIPLI	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, RAYAGADA	Regional Office - Rayagada, Odisha Grameen Bank, AT- GAUTAM NAGAR, NEAR SACRED HEART SCHOOL PO-RAYAGADA 765001 RAYAGADA	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.
RO, SAMBALPUR	Regional Office - Sambalpur, Odisha Grameen Bank, AT - SRTIT COLONY, NEAR LIFE CARE HOSPITAL PO - BUDHARAJA 768004 SAMBALPUR	Coordinator, Manager of all Preventive Maintenance and data cabling along with to resolve daily network related complaints of the region and Field Engineer for RO	L1	1	During business hours on Business days as per Bank's calendar and during emergency call by Bank on any day irrespective of declared holiday or off hours.

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**2. Posting of Resident Engineers:**

- a. The vendor shall submit the complete profile of the engineers along with copy of third party or HR background verification report (with police verification), engaged at onsite location for this project before engagement. All resources engaged shall be on direct payroll of vendor. There should not be any adverse remarks available in the credit score like CIBIL score / CRIF of the onsite engineers.
- b. Bank at its sole discretion may opt for interview of the onsite candidate before engagement at Bank's locations.
- c. The onsite manpower resources shall only be part of billing. There shall not be any separate billing for offsite or remote manpower resources and to be factored within the scope of overall project.
- d. The vendor should comply with the guidelines by regulators and applicable acts of State Government and Central Government.
- e. The salary of all engineers complying with the rules of the vendor's company should be paid within 10th working day of a month.
- f. All engineer should be provided with company identity card from day 1 of deployment at Bank's premises.
- g. On poor performance of engaged engineers, Bank will inform Project Manager (PM) over email and the engineer shall be replaced with suitable engineer having required capabilities within 30 days of notice.
- h. If the service engineer quits, then the vendor will have to inform the concerned OGB officials immediately and provide replacement within 7 days.
- i. The bidder to ensure confidentiality of the data/information gathered in course of his work inside bank. The bidder will be held accountable if any data or information gathered in course of his job inside bank is divulged to any person without prior written permission from bank. All resources of vendor shall sign individual NDA as per Bank's Vendor Management Policy.
- j. If it is found that any of the Network engineers posted by the Vendor has committed serious misconduct or has been charged with having committed a criminal action which has caused damage/ harm to OGB and/ or its personnel and/ or has affected the business continuity of the office then the vendor has to terminate the services of the engineer and provide a replacement engineer immediately.
- k. Attendance/Leaves of resident Engineer:
  - i. All the resident Network engineers have to mark their attendance in the attendance register.
  - ii. The attendance should be marked at the start of office. The Engineers will leave the office after the end of OGB's office hours.
  - iii. These details will be considered for performance review of the vendor.
  - iv. In case of any office exigency that might come up from time to time the services of the engineers will be availed by OGB beyond office hours and on holidays also.
  - v. Reported leave of a resource / engineer (both L1 and L2) 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.

3. The performance of entire setup and deliverables shall be reviewed by Quarterly Meeting. The Governance Meeting shall be conducted by Account Manager, Project Manager along with Bank's



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team.

**7) Bid evaluation methodology**

This bid will be evaluated using Quality and Cost Based Selection (QCBS) method. Wherein the Technical scoring will have weightage of 30% and commercial scoring have weightage of 70%.

**1. Eligibility Criteria Evaluation:**

The bidder shall meet the minimum eligibility criteria mentioned in the Annexure A(1). On qualifying the minimum eligibility criteria, the bidder will be evaluated for Technical bid and commercial bid. Bidder failing in eligibility criteria, will be disqualified from Technical bid and commercial bid evaluation.

**2. Technical Bid Evaluation**

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut-off scores would be short-listed for Commercial Bid Submission & Evaluation.

**Calculate the Technical Score (St):**

The technical proposals will be scored based on the “Technical Evaluation parameter” scoring as per clause 8.

BT = Bidder's score in Technical & Functional scoring

HBT = Highest of score in Technical & Functional scoring among all bidders

$$St = \frac{BT}{HBT} \times 100$$

**3. Calculate the Financial Score (Ct):**

- The proposal with the lowest cost in commercial bid will get the maximum score (that is 100).
- Total price of table A mentioned in the Commercial Bid format will be considered for commercial bid.
- Then the commercial bid of other bidders will be normalized with the lowest cost.
- The financial score will be calculated as follow:

LC = Lowest of the TCO commercial quoted by all bidders

BC = Bidder's TCO commercial quoted

$$Ct = \frac{LC}{BC} \times 100$$

**4. Calculation of the Combined Score (S) for selection of bidder:**

$$\text{Final Score (S)} = (St \times 0.30) + (Ct \times 0.70)$$



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**5. Price matching conditions:**

- The bidder having highest final score(S) will be treated as L1 bidder and have to mandatorily agree to match the lowest quoted price of all line items specified in Table B(Additional Material and Services).
- Only upon acceptance and confirmation of the above price matching for Table B, the contract shall be awarded to the L1 Bidder.
- In the event the L1 bidder refuses to match the price, the bank will consider the next eligible bidder (L2) who are having 2nd highest final score.
- The L2 bidder shall be required to:
  - Match the price of Table A as quoted by the L1 bidder and,
  - Match the lowest quoted prices of Table B (as quoted by any bidder).
- Upon acceptance of the above price matching conditions by the L2 bidder, the contract may be awarded to the L2 bidder.
- This process may be extended to subsequent bidders on the basis of Final Score(S), as per bank's discretion, in case of non-acceptance.

Note :- The Bank reserves the right to accept or reject any or all bids, wholly or partly, without assigning any reason thereof, and the decision of the bank in this regard shall be final and binding on all bidders.

**8) QCBS Technical Evaluation parameter**

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Criteria	Evaluation Parameters	Max Scores
GST Registered Offices with minimum staffing in Odisha	10 marks for GST registered office in Bhubaneswar, Odisha with minimum of 10 on-roll staff. 5 marks for each GST Registered office with minimum of 2 on-roll staff in Odisha other than Bhubaneswar.	20
Active contract for FMS support in PAN india	20 marks for 50L contract / 10 Mark for 25L contract , 5 Mark for 17L contract in Banks across Odisha for Network FMS supports	20
Total numbers of field engineers in Odisha are in on-roll of Bidder as on date of tender. Bidder shall submit the PF deposit documentary evidences of the engineers having the name of the bidder and the engineer's name.	15 marks for 30 or more engineers in Odisha 10 marks for between 20-30 engineers in Odisha 5 marks for 10-20 engineers in Odisha 0 marks for less than 10 engineers in Odisha	15
Bidder should have online application based ticketing system and the ticketing system should generate and track the incidents raised with a dashboard provided to Bank for monitoring.	10 marks for online web application-based ticketing system with availability of dashboard to Bank for monitoring as on dated of RFP.  5 marks for online web based application ticketing system	10

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Criteria	Evaluation Parameters	Max Scores
	without dashboard to Bank for monitoring	
Age of Bidder in Network FMS business	Bidder is in Network FMS (Data Cabling) business for  more than 5 year – 20 marks between 3 and 5 years – 10 marks Less than 3 years – 0 marks	20
Average Annual turnover on services in FMS or AMC of network devices for last 3 years	15 Mark for more than or equals to 16 Cr Average for last 3 Years , 10 Mark for between 14 to 16 Cr , 5 Mark for between 12 to 14 Cr	15
<b>Total Marks</b>		<b>100</b>

**NOTE:**

1. Bidders shall submit proof of document for criteria detailed above along with the technical bid. It shall be the responsibility of the bidders to submit relevant proof of document. Scoring shall be done based on the documents submitted along with the technical bid and Bank may not seek any further correspondence in this regard.
2. The total marks scored in the technical evaluation shall be informed to the participating bidders. Only individual marks secured will be disclosed to the participating bidders.
3. Bank shall not entertain any claims or representation on the technical scores awarded and is not bound to give any reply to the bidders on the technical scores.

**9) Integrity Pact**

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact(IP).The pact essentially envisages an agreement between the prospective bidders/vendors and OGB committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in GeM bid.

Signing of the Integrity Pact with OGB would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

The scanned copy of the Integrity Pact in ₹100 stamp paper to be uploaded in GeM portal and the hard copy of the Integrity Pact must reach at "Information Technology Department, Odisha Grameen Bank, Head Office Gandamunda, Khandagiri, Bhubaneswar – 751030" before last date of submission of bid along with other documents.

**10) Earnest Money Deposit (EMD)**

**a) Earnest Money Deposit (EMD) and Exemptions**

The Bidder is required to deposit ₹1,00,000/- (**Rupees One Lakh only**) in the form of Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 1 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in **Annexure B** or in form of Demand Draft issued by any Schedule Commercial Bank on behalf of Odisha Grameen Bank payable at Bhubaneswar.

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No interest will be paid on the EMD.

The scanned copy of the Bank Guarantee / DD to be uploaded in GeM portal and the hard copy of the BG / DD must reach at "Information Technology Department, Odisha Grameen Bank, Head Office Gandamunda, Khandagiri, Bhubaneswar – 751030" before last date of submission of bid along with other documents.

The exemption to MSE for submission of EMD shall be governed by GeM and GFR guidelines.

**b) 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.

**c) 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.

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.

**11) Term of the Order**

The term of the Notification of Award / Purchase Order / Contract Period shall be for a period of **5 years** from the contract start date as in GeM Contract. At discretion of the bank, the bank may renew/extend the contract for period of another 1 year based on mutual agreed terms.

**12) Acceptance Procedure**

Within 3 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.

- a) 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.
- b) Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award
- c) 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.

**13) 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 **5%** of total value of the Purchase order (exclusive of taxes), valid for **5 years**, with a claim period of **1 year** from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. Format for Performance Bank Guarantee provided in "Annexure C".

**The PBG shall be submitted within 30 days from the date of intimation/ letter issued for selection as vendor.**

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**Failure to do so may attract a penalty of Rs.2,000/- per day, subject to a maximum penalty of Rs.30,000/- and will be deducted from the 1<sup>st</sup> payment to be made to the selected bidder.**

The PBG/ part thereof may be invoked for an amount that will be decided by OGB, when the bidder backs-out of any of his obligations as per this RFP. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 50 days from the time stipulated by OGB. OGB, at its discretion, may cancel the allotment and it will be treated as vendor has backed out.

The PBG will not carry any interest. The PBG may be required to be submitted in multiple numbers, if required by OGB.

In case of extension of the contract by OGB, the vendor should extend the validity period of the submitted PBG to cover the extended validity period of the tender.

The PBG will be invoked in full or part (to be decided by OGB) in any of following eventualities during the period of contract:

- The bidder fails to honor expected deliverables or part as per this RFP agreement.
- Any legal action is taken against the bidder restricting its operations.
- Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
- OGB incurs any loss due to vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- In the event of any contract amendment, the vendor shall, within seven days of agreeing to such amendment, furnish the amended performance bank guarantee, valid for the duration of the contract as amended, including warranty obligations.

**14) Taxes and Duties**

- A. The bid value for the contract is comprehensive and includes costs of all the services included in the scope of the RFP.
- B. Commercial Bids shall be all inclusive of taxes, duties, levies etc.
- C. Vendor will be entirely responsible for upfront payment of all applicable taxes.
- D. GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. GST wherever applicable, shall be mentioned in the Invoices submitted along with the HSN codes and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of OGB.
- E. All expenses, stamp duty and other charges in connection with the execution of the agreement as a result of this RFP process shall be borne by the vendor(s).

**15) Service Level Agreement and Penalty Clauses:**

The SLA defines the service levels expected from the vendor. The RFP document and the document will be the basis of the contract. Any modification to the document will be made upon mutual agreement of the parties.

- a. The vendor will be responsible for the maintenance and servicing of the all the network devices.
- b. The vendor has to do the Preventive Maintenance (PM) of all the network devices once in a half year.
- c. The Vendor's SPOC for OGB at Head Office will schedule the quarterly meetings on a mutually agreed date and share the signed copy of the Minutes of the Meeting (MoM) within 7 days of the meeting, at Head Office, for each structured meeting. If the MoM is not shared within 7 days, it will be treated as if the meeting was not conducted and penalty will be charged accordingly.

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- d. The agreed resolution time along with applicable penalties for all Breakdown Complaints, is given below:

Category of branches	Allowed resolution time	Penalty will be levied Rs. 100 /- per day after allowed time.
Urban	T+1 days	
Rural and Semi Urban	T+2 days	

Maximum penalty capping for all above items: 5% of quarterly order value.

List of branches of different categories will be with successful Vendor at the time of awarding of contract vide email.

The vendor shall resolve all complaints within stipulated timelines. If the resolution is expected to be delayed beyond the stipulated time lines and the device is defective, then the vendor shall inform and replace the defective equipment at the agreed rate contract as per defined in Table-B of Commercial Bid Format.

If the complaints are not resolved/ standby provided within the stipulated timelines, breakdown charges will be applicable given in the following table.

- e. No breakdown charges will be deducted if the complaint is resolved within the resolution time specified in the above table. In case the breakdown complaint is not resolved within the resolution time stated, penalties mentioned in Chart of Penalties will become chargeable.
- f. For the purpose of determining the time taken for resolution, 1 day means the completion of 24 hours from the time of lodgment of the complaint for the first day, but any part of the day thereafter will be considered as a full day.
- g. 2<sup>nd</sup> & 4<sup>th</sup> Saturdays, Sundays and all the holidays of OGB will be excluded for the calculation of penalty.
- h. The penalties as applicable will be recovered from any payment due to the vendor. If no payment is due, then the same will be recovered by invoking the Performance Bank Guarantee.

## **16) Payment Terms**

### **1. General terms:**

- a. Payment will be processed only after
  - i. Signing of SLA & NDA
  - ii. Submitting PBG (if any) as per terms and conditions
- b. Invoices submitted must be in GST compliant with billed to Odisha Grameen Bank GSTIN 21AAAJO0374P1Z1.
- c. All payment will be done in INR (₹) currency.

### **Network Facility Management Services:**

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Payment for Network FMS or Network maintenance services will be paid quarterly in arrears after submission of correct and valid invoice. Along with the invoice, a job sheet should be signed from branch confirming the activity and hardware replacement done at the branch.

**Additional Services or Procurement:**

Payment for any kind of procurement of network cables, L2 Switches, Patch cords, I/O Box as per rate contract, will be released on submission of consolidated invoice along with work order issued by bank. Along with the invoice, a job sheet should be signed from branch confirming the activity and hardware replacement done at the branch.

The penalty, if any, accumulated/ outstanding after the release of payment will be recovered from the next quarterly FMS payment or any other payment due to the vendor. In any case, where the penalty exceeds the payment amount, the same will be recovered by invoking the Performance Bank Guarantee or any other payment due to the Vendor.

**17) Technical Inspection and Performance Evaluation**

Odisha Grameen Bank reserves its right to carry out a technical inspection and performance evaluation of services offered by selected vendor.

**18) Force Majeure**

The Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

If a Force Majeure situation arises, the vendor shall promptly notify Odisha Grameen Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Odisha Grameen Bank in writing, the vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**19) Order Cancellation**

Odisha Grameen Bank reserves its right to cancel the order in the event of one or more of the following situations:

If the Bidder fails to execute any or all of the PROJECT within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or If the Bidder fails to perform any other obligations(s) under the Contract.

In addition to the cancellation of purchase order, Odisha Grameen Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder or foreclose the Bank Guarantee given towards EMD and/or foreclose the bank guarantee given by the supplier against the advance payment/submitted at the time of bid.

**20) 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 D** hereof.

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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 tender 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.

**21) Amendments to the Agreement**

Once contract agreement are executed with the vendor, 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 / GeM Bid will be taken as the final requirement.

**22) Indemnity**

The selected Bidder will be liable for all the deliverables.

The vendor 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 defense and control of any such claim.

The Vendor'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 Vendor'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.



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Losses means any claims.

**23) 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.

**24) Inspection of Records**

All VENDOR records with respect to any matters relating to the scope of delivery of the services provided by the VENDOR covered in the Contract shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank external auditors who will perform any audit on the VENDOR would execute confidentiality agreement with the VENDOR, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the Contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

Regulators of Bank such as Reserve Bank of India (RBI) and National Bank for Agriculture and Rural Development (NABARD) will have rights to inspect or Audit any matters relating to the scope of delivery and Scope of Work provided by the VENDOR and financials documents of Bank and VENDOR covered in the Contract.

**25) Exit option and contract re-negotiation**

- a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause.
- b) OGB reserves its right to cancel the contract 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.

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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

**26) Extension of RFP/Contract**

The vendor 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 vendor is not interested to extend the Contract for a further period, vendor 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 subsequent years from the date of completion of initial contract period with mutually agreed terms between the service provider(s) and bank.

**27) 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.

**28) Termination of Contract**

**For Amalgamation / Merger of bank:** On amalgamation or merger of Bank, if the vendor is not feasible or continue the services under scope with the new entity formed due to amalgamation or merger of Bank, than with written notice of 3 months to Vendor, Bank may terminate the contract in whole or in part.

The notice of termination may specify that the termination is for convenience the extent to which Vendor'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 Vendor, if Vendor 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 Vendor's repeated failures (more than 3 occasions in a calendar year in maintaining the service level as defined in the Contract) with a cure period of 30 days.

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

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registered mail.

**29) Effect of Termination**

- a) The Vendor agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- b) Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- c) The Vendor 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 Vendor's facility after the completion of this RFP/contract then the Vendor shall offer the same terms to OGB.
- d) OGB shall make such pro rata 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 Vendor.
- e) OGB may make payments of undisputed amounts to the Vendor 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.
- f) Upon cancellation of contract/completion of period of service, the Vendor 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.

**30) 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.

**31) 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:
  - a) "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

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- b) "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 / vendors (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.
- 2 The Bank reserves the right to reject a proposal for award if it determines that the Bidder / Vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - 3 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.
  - 4 The decision of Bank in determining the above aspects will be final and binding on the all the Bidders / Vendors. 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.
  - 5 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. This clause shall be read in conjunction to clause #47. Non-solicitation.
  - 6 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.

**32) Resolution of Disputes**

OGB and bidder / Vendor 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 / Vendor. The third Arbitrator shall be chosen by mutual discussion between OGB and the Bidder / Vendor. 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 / Vendor.
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

Any appeal will be subject to the exclusive jurisdiction of courts at Bhubaneswar.

**33) Compliance with Applicable Laws of India**

The Bidder / Vendor confirms to OGB that it complies with all Central , State, Municipal laws and local laws

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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 / Vendor 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 / Vendor.

**34) Legal Compliances:**

The Bidder / Vendor 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 / Vendor is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

The Bidder / Vendor shall allow OGB as well as regulatory authorities such as Reserve Bank of India and National Bank for Agriculture and Rural Development 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 / Vendor 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 / Vendor.

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.

**35) 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 / Vendor 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 / Vendor 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 / Vendor. 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

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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.

**36) 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.

**37) No Damage of OGB Property**

Bidder / Vendor 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 / Vendor.

**38) Governing Language**

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

**39) Non-Solicitation of Employees**

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Contract during the period of the Contract and one year thereafter, except as the parties may agree on a case-by-case basis. The above restriction would not apply to either party for hiring such key personnel who

- I. initiate discussions regarding such employment without any direct or indirect solicitation by the other party
- II. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or
- III. has been terminated by a party prior to the commencement of employment discussions with the other party.

**40) Addresses for Notices**

Following shall be address of OGB for notice purpose:

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

**41) Eligibility criteria of the Bidder**

Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfil the eligibility criteria mentioned in Annexure – A (1) are liable to be rejected.

Bank at its sole discretion may ask bidder(s) to submit additional document against eligibility criteria and technical bids during the technical bid evaluation. On bidder failing to produce additional documents may be liable to be rejected. The requirement of document will be asked preferably through GeM or via email.

**42) CHANGE ORDER**

1. "Change Order" means an agreed upon change or modification to the Support Services or other material



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aspect of a Statement of Work that complies with the requirements of Change Order procedure stated in this Contract. Requests by Bank and acceptance by Vendor and request by Vendor and acceptance by Bank for Change Orders are subject to the procedures set forth in Change Order procedure stated in this Contract and will be made in writing in the form attached to the Change Order procedure stated in this Contract.

2. All Change Orders must be consented to by both the parties. Till a Change Order is accepted and approved, the parties will continue to perform without the same. If Change Order remains outstanding for 15 (fifteen) days, the parties will meet urgently for resolution of the dispute and mutually decide on the next steps to carry it forward.
3. The classification of a change request as either commercial or non-commercial shall be decided as per mutually agreed terms. The commercial change requests shall be discussed by Technical committee of Bank and for commercials, Bank's Purchase committee will negotiate and finalize. The vendor has to provide the functional specification document along with the efforts involved in terms of man days.



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**Annexure – A (1) (Eligibility Criteria and Bidder's assessment)**

Sl. No.	Minimum Eligibility Criteria	Document to be submitted	Complied (Yes / No) with reference document details
1	The bidder should be registered as a company in India as per Companies Act, 1956/2013 and should have been in operation for a period of at <b>least 3 years</b> in a related field as on date of RFP	Bidder should submit Company Profile as per Annexure – E Bidder Profile along with copy of Certificate of Incorporation, Copies of valid certificates for GST, Copy of PAN attested by authorized signatory of the bidder.	
2	The bidder should not be debarred by OGB, State or Central Government Departments or their agencies or any other PSU as on the date of submission of bid.	Self-declaration duly signed by the Authorised Signatory.	
3	The bidder should have positive Net Worth in at least three of the last five previous Financial Years - 2024-25, 2023-24 and 2022-23	The details should be submitted along with the copies of audited Profit and Loss Statement/ Balance Sheet for the relevant years.	
4	The bidder should have experience in Annual Maintenance Contract (AMC) of Network equipment / Facility Management Services (FMS) / Network Maintenance for any Bank or BFSI sector.	Supporting document such as contract order or purchase order should be submitted along with the technical bid	
5	ISO Certification: The bidder should have the following ISO Certifications or their higher versions:  ISO 9001 Quality Certification	Copies of valid & latest ISO certifications and an undertaking as per Annexure – G for ensuring the continuity of the ISO certification during the entire period of the contract, resulting from the RFP process.	
6	Status of pending litigation, if any, by the bidder or against the bidder, indicating the up to date, and current status of the case.	Certificate from the Authorized signatory, stating only the current status of the pending litigations, if any, and not the details of the case/s. In case, there is no pending litigation, a certificate with NIL status should be submitted.	
7	Authorization for signing the RFP documents.	Copy of the Board resolution appointing the authorized signatory or copy of the Power of Attorney executed in favour of the authorized signatory, wherever applicable.	
8	Supplier shall ensure that the Invoice is raised in the name of Odisha Grameen Bank with GSTIN 21AAJO0374P1Z1 and PAN AAJO0374P only.	Bidder to upload undertaking to this effect with bid.	

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Sl. No.	Minimum Eligibility Criteria	Document to be submitted	Complied (Yes / No) with reference document details
9	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.	Undertaking and Copy of certificate of valid registration with the Competent Authority (If applicable)	
10	The bidder should have presence in all the 30 districts in the service area of Odisha Grameen Bank or should have network engineer located in those service area.	Bidder should submit the of proposed 17 network engineers for Regional Offices and network engineers for Head Office along with details such as employee ID, PF number, name, full address and contact numbers as per format mentioned in Annex-F (Documentary proof should be attached).	
11	The agency shall be registered with Employees Provident Fund Organization and Employees State Insurance Corporation	(The Bidder should submit copies of relevant document / registration certificate.)	
12	The bidder should bid directly. The bidder should not bid through third party or any other agency	Self-declaration on company's letter head should be submitted	

**All the documentary evidences submitted should be signed by the person(s) authorized to sign them.**

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**Annexure – A (2) (SCOPE OF WORK)**

**1) General Conditions:**

- a) The vendor will take up the branch field support for network devices and peripherals from 01/04/2026 up to 31/03/2031 (5 Years) and in the extension period as decided by OGB. OGB will enter into an agreement with the successful bidder(s) for maintenance of Computer Hardware and Peripherals at the respective offices.
- b) The vendor shall not assign in whole or in part, the obligations to perform under the contract, to any third party except with prior approval of the General Manager (IT), Head Office, Bhubaneswar.

**2) Project Management:**

- a) The vendor shall nominate a Project Manager (L2 engineer) to manage the network FMS as per the terms and conditions and SLAs defined in the RFP. The Project Manager will act as the single point of contact for the vendor.
- b) The responsibilities of the Project Manager are as follows (indicative and not exhaustive):
  - i) Act as a Single Point of Contact (SPOC) during the entire project
  - ii) Overall monitoring of all breakdown complaints
  - iii) Quarterly Preventive Maintenance
  - iv) SLA management and reporting
  - v) Scheduling meeting with OGB officials at RO, HO.
  - vi) Submission of reviews, as and when required.

**3) Preventive Maintenance:**

- a) During the period, it will be mandatory on the part of the selected vendor to carry out onsite Preventive Maintenance (PM) once in every half year apart from the breakdown maintenance. It is recommended that the PM should be spread throughout the half year instead of being concentrated during a brief period in each half year.
- b) The PM will generally include the following but is not limited to:
  - i) Hygiene of racks, dressing of cables thorough cleaning.

**4) Exit Management Plan:**

- a) The vendor shall provide FMS support during the entire period and the extended period, if any, and shall continue to provide the support till the new vendor is appointed. The Vendor shall handover all the equipment back to OGB or to the new vendor, after the contract period, in good and working condition. On the date of exit of the vendor, the number of outstanding breakdown calls should be nil. In case the vendor has to provide support for the Hardware beyond the period, the vendor will be entitled for the payment on pro-rata basis.

**5) Vendor's responsibilities:**

The vendor's responsibilities will include but is not limited to the following:

- a) The vendor should ensure Preventive Maintenance of all the inventory items every half-year, as detailed under the heading of "Preventive Maintenance".
- b) The vendor shall be entirely responsible for the proper functioning of all the network devices (Routers, switches).
- c) During servicing, whenever required, the vendor has to install original spare parts of the same or higher configuration (subject to compatibility).
- d) Engineers should carry a spare part kit containing spare parts which are appropriate for the nature of the

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complaint being attended.

- e) The bidder will be required to provide the Bank with Help desk / call resolution statistics on a fortnightly basis. The details provided should include:
  - (1) Calls logged on daily basis with time & allotted call / complaint number
  - (2) Nature of complaint.
  - (3) Statistic on the response time / resolution time.
  - (4) Monitoring / follow-up with the concern ISPs.
- ii) The selected bidder shall be responsible for any loss or damage caused to any of the machines owing to negligence/mishandling on his part.
- iii) The items or units or property of Bank should be replaced with the exact serial number of the unit after repairing of the same. The spare parts used must be same or higher than the existing configuration or capacity of the items replaced. Change in serial number of spare replaced will be accepted by Bank but the unit as a whole should remain with existing serial number.
- iv) It shall be the responsibility of the bidder to make all the network devices work satisfactorily throughout the contract period and to hand over the devices in working condition to the Bank after expiry of the contract.
- f) Whenever any devices (Routers, Switches) taken out of an OGB office for repair, the same hardware has to be returned after repair unless it is declared to be irreparably damaged. The vendor shall make all arrangements for removal of the device, back up, transit insurance, its transportation to the workshop and back to OGB's site and its re-installation. The details of all such hardware which is taken out and thereafter reinstalled has to be entered by the engineer in OGB's Asset Management Module and authorized by an officer of the respective office. Insurance of such equipment also has to be arranged by the vendor and all expenses for the above shall be borne by the vendor. The vendor shall hand over and reinstall the devices in 100% working condition after repair/ maintenance/ rectification within 30 calendar days, after repair/ maintenance/ rectification, unless it is declared to be irreparable. Hard disks and other media can be taken out of OGB premises, only after secure erasure.
- g) In the event of replacement of the devices or any part thereof, it should be done with an equipment/ part, of equivalent or of higher configuration which is compatible with the devices.
- h) Wherever any device has to be shifted from one OGB location to another, as decided by OGB, the vendor is required to uninstall/ reinstall and maintain the device at the new location, without any extra cost on account of reinstallation.
- i) All Engineers and all representatives of the vendor shall invariably carry their Identity cards with them, without which they will not be allowed to access OGB's infra. Engineers will have to adhere to OGB's office timings and should be present at the opening of office hours and leave the office only after the close of office hours. Engineers shall have access to the Computer systems/ peripherals only after obtaining clearance from OGB's authorized officials. No component of the system/ data/ log information will be taken out of OGB's premises without clearance from OGB's authorized officials. If any unwarranted or uncalled-for behavior is observed by OGB officials, then the matter will be viewed very seriously by the decision-making authorities and action will be initiated against the person responsible.
- j) The vendor shall provide well-qualified and experienced Service Engineers, preferably with experience in Windows platforms, for providing the services.
- k) The vendor is required to maintain sufficient Field Engineers (FE) apart from the Resident Engineers (RE) for providing timely field services to adhere with SLA timeline.
- l) The Vendor will supply the Services:
  - i) With due skill and care and to the best of the vendor's knowledge and experience;
  - ii) In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;

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- iii) Using the specified personnel;
- iv) In accordance with all applicable laws;
- v) The vendor will be obliged to work closely with OGB's staff, act within its own authority and abide by directives issued by OGB;
- vi) The vendor will abide by the job safety measures prevalent in India and will free OGB from all demands or responsibilities arising from accidents or loss of life, the cause of which is due the vendor's negligence. The vendor will pay all indemnities arising from such incidents and will not hold OGB responsible or obligated;
- vii) The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors;
- viii) The Vendor, will, in the performance of the services:
  - (1) Fully co-operate with OGB's Personnel and any other entities authorized by OGB;
  - (2) Use its best efforts to coordinate its activities so as to support and facilitate the timely and efficient completion of all work and other activities to be performed under the contract. If the same requires additional support to be provided from the OEM of the said hardware, then the same will have to be complied with by the Vendor.

**6) Booking of Breakdown Complaints:**

- a) OGB has its own Service Desk Portal through which tickets for issues calls will be generated.
- b) The selected vendor will be provided access to OGB's Service Desk Portal through which Breakdown Complaints can be monitored.
- c) At the beginning of the contract, the new Vendor will be given a time of 15 working days to resolve the open complaints and no penalty will be deducted during this period. However after the 16<sup>th</sup> working day, SLA will be applicable, considering that the breakdown has happened on the 16<sup>th</sup> day.
- d) Breakdown complaints will be booked by the user through OGB's Service Desk Portal from any office of OGB. The vendor can also get the details of the complaints in the Service Desk Portal.
- e) The downtime/ breakdown period will be reckoned from the date and time of logging of the Complaint through the Service Desk Portal by OGB's authorized official. Complaint ID number allotted by the module will be the reference number for any query in this regard. Vendor has to track and monitor complaints through the Service Desk Portal.
- f) Breakdown calls booked after office hours on a working day will be treated as a call booked on the next working day at 10.00 am.
- g) Complaints will be deemed to be resolved only when the complaint is closed in the Service Desk Portal by the service engineer. System date and time will be taken for closure.
- h) In case where user/ programmer disagrees with the call closure, the user/ programmer will have the option to reopen the call. The engineer will have to attend to such calls and put his remark in the module once again. In such cases, the call closure will be done by the Manager (IT) for the Region / the authorized officials of the respective department's in the Head Office.
- i) The breakdown call will be treated as closed permanently after validation by the authorized OGB official in the Service Desk Portal.

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**Annexure - B EMD**

(Bank Guarantee)

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

Odisha Grameen 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 ₹. \_\_\_\_\_ /-(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}**

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**Annexure – C Performance Bank Guarantee**

(BANK GUARANTEE)

Date

Beneficiary:

The General Manager,  
Information Technology Department, Head  
Office, Odisha Grameen Bank,  
Gandamunda, 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 Grameen 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



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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

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**Annexure – D Non-Disclosure Agreement**

This Agreement is made and entered on this ----- day of -----, 20 between **Odisha Grameen Bank**, a body corporate constituted under Regional Rural Bank Act- 1976, having its Head Office at **At: Gandamunda, Po: Khandagiri, Bhubaneswar – 751030**, hereinafter called as "Bank", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) of the first party.

**AND**

-----, a company registered in India, under the provisions of Companies Act, ----- and having its registered office at ----- hereinafter referred to as **(Vendor/Service Provider/Successful Bidder)**, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) of the second party.

This agreement will be effective from dt.----- i.e. date of first Purchase Order.

Bank and **(Vendor/Service Provider/Successful Bidder)** shall hereinafter be jointly referred to as the "Parties" and individually as a "Party".

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:

With Reference to GeM Bid Number: GEM/2024/B/5066979 dated 17.07.2024 along with subsequent Amendments, Bank placed PO letter no: ---/---/---/-----/----- dated ---.---.----- for ----- for a contract period of 5 years.

**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;

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- (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**

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.

1. 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.
2. 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

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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 five (5) 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,

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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.

<b>ODISHA GRAMEEN BANK</b>	<b>Name of (Vendor/Service Provider/Successful Bidder)</b>
By:	By:
Name:	Name:
Designation:	Designation:

**Witnesses:**

- 1.
- 2.

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**Annexure – E Bidder Profile**

(\*To be submitted on Rs. 500/- stamp paper by the Vendor)

**Company and Financial Details**

1	<b>Name of the Company</b>			
2	<b>Type of the Company</b>			
	<b>[Public Limited/Private Limited]</b>			
3	<b>Date of Incorporation</b>			
4	<b>PAN Number (Attach certified copy of PAN Card)</b>			
5	<b>Address of Corporate/ Registered Office</b>			
	Email id			
	Phone number			
6	<b>Address for communication</b>			
	Email id			
	Phone number			
7	GST Registration No. and Date of registration			
8	Total number of assets (comprising of network devices) for which services provided <b>Provide copies of POs/ Certificate from customers</b>			
	<b>Financial Year</b>			
	2024-2025			
	2023-2024			
	2022-2023			
9	<b>Profit of the Company (in Crores):</b>			
	<b>Financial Year</b>			
	2024-2025			
	2023-2024			
	2022-2023			
10	<b>Net worth of the company in financial year 2024-25</b>			
11	<b>Details of the Top three Customers Served</b>	<b>Customer 1</b>	<b>Customer 2</b>	<b>Customer 3</b>
	Name of the Customer			
	Name of the Contact Person			
	Contact number			

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12	<b>Total Number of Engineers on roll</b> <b>(Provide list of Engineers along with their Employee Id and PF Account number/ ESIC number signed by the Authorised Signatory)</b>	
13	<b>ISO Certifications</b>	<b>Certificate Number and Date of expiry</b>
	ISO 9001:2015	
14	<b>Any other relevant information not covered in the above points :</b>	
	<b>Enclosures:</b>	
	a) Certificate of Incorporation, GST Certificate, Copy of PAN Card	
	b) Copy of audited copy of Profit & Loss Statement, audited copy of Balance Sheet	
	c) Copies of POs/ certificates from customers	
	d) Copy of the cancelled cheque	
	e) Power of Attorney or the copy of the Board Resolution appointing the Authorized Signatory	
	f) Copies of ISO Certificates	
	g) List of Engineers on roll	



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**Annexure – F DETAILS OF NETWORK ENGINEER AVAILABLE WITH BIDDER**

<b>Location</b>	<b>Employee ID, PF Account Number/ESIC number, Name, mobile number, email id of the Engineer</b>
Balasore	
Bargarh	
Baripada	
Berhampur	
Bhawanipatna	
Bolangir	
Chandikhole	
Cuttack	
Dhenkanal	
Jashipur	
Jeypore	
Keonjhar	
Khurda	
Phulbani	
Pipili	
Rayagada	
Sambalpur	

**Signature of the Authorized Signatory & Date**

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company:**

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**Annexure – G Undertaking for ISO Certifications**

We hereby give an undertaking that we are having ISO 9001:2015 certification.

We further give an undertaking that we will ensure that the ISO Certifications continue to be valid during the entire period of the contract.

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2026**

**Signature of the Authorized Signatory**

**Name:**

**Designation:**

**Name & Address of the company:**