

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-06-2026 21:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-06-2026 21:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Regional Rural Banks
संगठन का नाम/Organisation Name	Odisha Gramya Bank
कार्यालय का नाम/Office Name	Head Office
वस्तु श्रेणी /Item Category	Custom Bid for Services - ENGAGEMENT OF EXTERNAL AUDITOR /CONSULTANT SERVICES FOR CONDUCTING CONTINUOUS FUNCTIONAL AUDIT OF CORE BANKING SOLUTION (CBS- FINACLE)
समान श्रेणी/Similar Category	<ul style="list-style-type: none">Financial Audit Services
अनुबंध अवधि /Contract Period	3 Year(s) 1 Day(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1778925410.pdf](#)

Payment Terms:[1778925418.pdf](#)

GEM Availability Report (GAR):[1778925424.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1778925436.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Please refer to ATC document	100	65	View File

Total Minimum Qualifying Marks for Technical Score: 65

QCBS Weightage(Technical:Financial):30:70

Designation of CA : General Manager

Office of CA : General Manager

CA approval document link : [View file](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
27-05-2026 17:00:00	Inspection Department, Odisha Grameen Bank, Head Office, Gandamunda, Khandagiri, Bhubaneswar 751030

Custom Bid For Services - ENGAGEMENT OF EXTERNAL AUDITOR /CONSULTANT SERVICES FOR CONDUCTING CONTINUOUS FUNCTIONAL AUDIT OF CORE BANKING SOLUTION (CBS- FINACLE) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	ENGAGEMENT OF EXTERNAL AUDITOR /CONSULTANT SERVICES FOR CONDUCTING CONTINUOUS FUNCTIONAL AUDIT OF CORE BANKING SOLUTION (CBS- FINACLE)
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

No

अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Soumyajit Gajendra	751030,Odisha Gramya Bank Head Office Gandamunda Khandagiri Bhubaneswar	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or

notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

RFP FOR CONDUCTING CONTINUOUS FUNCTIONAL AUDIT OF CBS



**ODISHA GRAMEEN BANK
INSPECTION DEPARTMENT
HEAD OFFICE: BHUBANESWAR**

REQUEST FOR PROPOSAL (RFP)

GeM OPEN TENDER

ENGAGEMENT OF EXTERNAL AUDITOR /CONSULTANT SERVICES

**FOR
CONDUCTING CONTINUOUS FUNCTIONAL AUDIT OF
CORE BANKING SOLUTION (CBS- FINACLE)**

INSPECTION DEPARTMENT

**ODISHA GRAMEEN BANK
HEAD OFFICE
GANDAMUNDA, KHANDAGIRI
BHUBANESWAR- 751030
ODISHA**

RFP FOR CONDUCTING CONTINUOUS FUNCTIONAL AUDIT OF CBS

DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of Odisha Grameen Bank or any of their representatives, employees, or advisors (collectively referred to as – Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.

This RFP Document is neither an agreement nor an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders).

The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document may not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees, or advisors to consider the investment objectives, Financial situation and particular needs of each party who reads or uses this RFP Document.

Each Bidder 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.

The Bank, its employees and advisors make no representation and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. Such change 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. Bank has the right to cancel the contract even in the initial year if the reports are not submitted as per the scope or the audit performance / quality is found to be not satisfactory.

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INTRODUCTION

1. Odisha Grameen Bank (hereinafter referred to as "**the Bank**"), a Regional Rural Bank, invites Request for Proposal (hereinafter referred to as "Tender") (technical bid and commercial bid) for conducting **Continuous Functional Audit of Core Banking Solution (CBS)** at its Head Office, Bhubaneswar, from qualified and experienced Audit Firms/Companies/consultants as per requirements, specifications, terms and conditions laid down in this tender, **for a contractual period for three year or till completion of FY 2028-29 (31 March)**. The CBS software Application platform used at Bank is **Finacle**.

2. Odisha Grameen Bank offers a wide range of financial - banking products and services to its customers over a industry-leading universal core banking solution platform – Finacle, powered by Infosys Systems, which provides a seamless operating environment with high availability and wide accessibility to meet the Bank's business requirements, protecting the interest of customers.

3. **Core Banking Solution (herein after referred as "CBS") facilitates Banking Operation for Domestic Branches and Offices in Odisha, geared with CBS Administration, Maintenance & Support services at Bank – Head Office, Bhubaneswar.**

THIS RFP CONSIST OF THREE PARTS.

- | | |
|-----------------|---|
| PART I | - DETAILS: PROJECT SPECIFIC TERMS AND CONDITIONS, |
| PART II | - DETAILS: GENERAL TERMS AND CONDITONS. |
| PART III | - DETAILS: SUBMISSION OF VARIOUS DOCUMENTS AS PER FORMATS PROVIDED AS ANNEXURES. |

RFP FOR CONDUCTING CONTINUOUS FUNCTIONAL AUDIT OF CBS

PART I – PROJECT SPECIFIC TERMS & CONDITIONS

1.1 SCHEDULE & CONTACT DETAILS OF BIDDING PROCESS:

S.No	Description of Information / Requirement	Information / Requirement
1.	Tender & Bid Submission Mode	Online-GeM
2.	Address for Communication / Submission of Bids	The General Manager (Inspection) Odisha Grameen Bank Inspection Department, Head Office Gandamunda, Khandagiri Bhubaneswar-751030
3.	Name of contact officials for tender related Queries	The Sr. Manager (Inspection) Odisha Grameen Bank Inspection Department, Head Office Gandamunda, Khandagiri Bhubaneswar-751030 Phone: 0674- 2353007
4.	Name of Contact officials for submission of Integrity Pact / EMD/BG/ tender documents / Prebid Queries / and Meeting Venue	HOD-Inspection Odisha Grameen Bank Inspection Department, Head Office Gandamunda, Khandagiri Bhubaneswar-751030 Phone: 0674- 2353007
5.	Contact e-mail ID	inspection@odishabank.in
6.	Last date, time and place for submission of (1) Earnest Money Deposit (2) Integrity Pact on Rs. 200 stamp paper.	As per notified Timeline in www.odishabank.bank.in

RFP FOR CONDUCTING CONTINUOUS FUNCTIONAL AUDIT OF CBS

1.2 DETAILS OF EARNEST MONEY DEPOSIT (EMD):

Sl.No.	Description	EMD Amount
2.	<p>EMD is mandatory for all participating bidders To A/C Name: Odisha Grameen Bank, IFSC: IOBA0GB0134</p> <p>EMD is acceptable only in the form of Bank Guarantee (BG)/ EBG, with SFMS. For the EMD- BG the validity period shall be for 6 Months with further claim period valid up to another 3 Months from BG validity.</p>	<p>Rs.50,000/-</p>

1.3 BIDDER QUALIFICATION CRITERIA (BQC): ELIGIBILITY

Any bidder participating in this bid must qualify the following criteria and submit proof of document for the same in the technical bid:

Note: Present Statutory Central Auditors of Odisha Grameen Bank are not eligible for participation to avoid conflict of interest with internal Audit.

Sl. No.	Criteria	Documents to be submitted along with Bid
1.	<p>The bidder should be a Firm in India registered as per Companies Act 1956/ Companies Act 2013 or a CAT-1 Audit Firm registered with ICAI (CA firm/CA partnership firm/CA Associate/LLP) or a Govt institute / Gov undertaking/ Gov body / PSU / an office associated with Ministry; providing Audit Services.</p>	<p>Certified true copy of certificate of registration or Incorporation or partnership or acknowledgement for acceptance of registration by Registrar etc.,</p>
2.	<p>The bidder should be professional service provider of Audit and Assurance Services</p>	<p>Authenticated Proof of Services registered with ICAI and Category.</p>
3.	<p>Bidder should have minimum Annual turnover of 1 Crore and above in last two financial years (FY 23-24 and 24-25)</p>	<p>Self-declaration with copy of audited financial of last 2 years.</p>
4.	<p>The bidder should be an empaneled member of RBI or IBA or CAG or any Statutory Body Or an empaneled member of any Private or Public Sector Bank.</p>	<p>Certified True copy of empanelment</p>

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Sl. No.	Criteria	Documents to be submitted along with Bid
5.	The Bidder should be a Odisha based Firm or any firm having its branch or local office in Odisha with Partners.	Registered office and Branch office proof
6.	The bidder should have been providing Audit Services and been in Audits at least for the last 10 years as on date of bid.	Self-Declaration of assignment supported by PO or Bank testimonial.
7.	Bidder shall have Experienced / Qualified/ Certified Audit professionals with necessary knowledge on banking domain, core banking solutions and Dump Data analysis etc.,	Self-declaration with Summary of Partners and Professionals.
8.	The Bidder should have at least 3-years overall experience of carrying out any corporate level/ Statutory level / Central Audits on Business operations, Process controls, financial controls, internal control system, Compliance, Dump analysis on CBS in the Banking sector at any private or public sector Banks	Self-Declaration of assignment supported by PO or Bank testimonial. Satisfaction Letter from Bank (RRB)/ Bank on core contract.
9.	The bidder should have at least 04 Full time Partners, +04 CAs with banking industry experience and +01 ISA certified Professional or equivalent.	Self-Declaration with List of Partners, CA and ISA with Qualification and Experience.
10.	The bidding Audit Firm should have an authorized signatory who is authorized to execute the contract and other documents and Authorized Signatory for Signing the Audit Reports.	Authenticated Name and other details of the authorized signatory
11.	The bidder should be able to describe the Team Composition to undertake the Audit	Self-Declaration on Team Formation planned for onsite deployment with Qualification and Experience as detailed in Annexure IIA
12.	The firm should have the capability to perform the entire scope of the assignment without outsourcing the same to any third party or without engaging persons other than their own employees for this assignment.	Self-Declaration
13.	The bidder should not have any disciplinary cases pending or in last 3 years or should not have been black- listed in any Central Govt or PSU or Banking institutions as on date.	Self-Declaration.
14.	Signing of Integrity Pact is a prequalification for submission of the bids. Integrity Pact is deemed to be a part of contract.	Bidder to submit Integrity Pact (Annexure VI) in ₹200 Stamp paper duly signed and stamped. Physical copy of the same to be submitted to

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Sl. No.	Criteria	Documents to be submitted along with Bid
		tendering officials before bid opening.
15.	<p>Bank shall follow the public procurement guidelines as stipulated in Order ref: 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance- Restrictions under Rule 144 (xi) of General Financial Rules 2017.</p> <p>i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder is registered with the Competent Authority (DPIIT). Bidder to submit the required certificate along with the technical bid.</p> <p>ii. If clause 1 above is not applicable to any bidder, they shall submit the certificate as per Annexure VIII in their letter head, duly signed by their authorised signatory along with the technical bid.</p> <p>Any bid, not accompanied with the above certificate shall be summarily rejected.</p>	<p>Either of following as applicable:</p> <p>i. The certificate for being registered with the Competent Authority (DPIIT)</p> <p>ii. Certificate in format given in Annexure VII.</p>

- The format for Technical Bid proposal in line with the bidder eligibility criteria is placed in Annexure II-A.

NOTE:

- A. Bidders shall upload the documentary proof for the criteria detailed above. It shall be the responsibility of the bidders to submit relevant proof of document along with the technical bid. Evaluation shall be done based on the documents submitted along with the technical bid. It shall be the responsibility of the bidder to submit required Documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/ clause for which the document is submitted.**
- B. During evaluation and comparison of bids, the Bank may, at its discretion, may ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by e-mail by giving a deadline for submission of the clarification/ shortfall. Bidder should respond by that specified date as advised**

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by Bank, failing which their bid shall be rejected. No change in prices or substance of the bid shall be permitted. No post-bid clarification at the initiative of the bidder will be entertained. The shortfall information/documents will be sought only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then.

1.4 BRIEF REQUIREMENT

The scope of Continuous Functional Audit of CBS mainly relates to the adequacy and effectiveness of information processes/ workflows, system procedures, configurations, parameterization, Computation logics, compliance to Operational/ functional aspects, compliance to regulatory mandates, Bank policies, Operating instructions in core banking solution platform for the intended use. A short glimpse of the illustrative scoped areas is summarized as follows.

Scope of illustrative Areas - Continuous Functional Audit of CBS

Sl. No.	Area
(a)	Checks on General Ledger (GL) and Schemes
(b)	Checks on Account Master Related (Data Sanity & Correctness)
(c)	Checks for Revenue Leakages and Excess Charging (Interest Rate & Charges)
(d)	Review of Transaction in CBS
(e)	Review of CBS Help Desk Operations
(f)	CBS MIS and Reports (Availability, Integrity and Accuracy)
(g)	Any other specific aspects or areas observed or required by Regulator

The detailed Scope of Work is placed as Annexure I.

1.5 PERIOD OF CONTRACT, PLACE OF WORK, TEAM FORMATION & AUDIT EXECUTION

The Continuous Functional Audit of CBS shall be conducted on Daily basis, **ONSITE** Workplace at Inspection department, Odisha Grameen Bank at Bhubaneswar. The Audit shall be reported on Monthly basis. The **contractual period shall be for three years or till completion of Audit of March 2029.**

Contractual Period	Months	Total
April 2026 to March 2027	12 M	36 Months
April 2027 to March 2028	12 M	
April 2028 to March 2029	12 M	

The Successful Bidder will be required to deploy their committed resources **Onsite** for the subject Audit and **anticipate commencing from April 2026** and the team requirements is as follows.

Bidder to deploy adequate resources of experienced/ qualified audit professional for Continuous Functional Audit of CBS **ONSITE** at Bank.

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The minimum team requirement for bidder's onsite team deployment is as follows:

1. At least one resource professional planned for **Onsite Deployment** should be senior; in Partner Capacity or CA/ Audit Manager Capacity; that such professional should have the experience / exposure **at corporate level/Statutory central level audits leveraging CBS** preferably in Finacle, at any bank in India for a period not less than **3 years**.
2. Out of the resources/ professional planned for **Onsite Deployment** for the said CBS audit, at least one of the resources should have the experience of a minimum of **3 years** in any corporate level of any CBS at any bank on any portfolio.
3. One resource professional planned for **Onsite Deployment** should be with minimum of **2 years'** experience in any functional audit of CBS with ISA Qualification on any portfolio
4. At least one resource professional planned for **Onsite Deployment** among the team should be an experienced ex-banker or any experienced professional having good knowledge of Banking and CBS and its structures with minimum work experience of **5 years exposure** in any CBS, preferably FINACLE, environment during his tenor of exposure /assignment in any private / public sector bank.
5. At least one resource planned for **Onsite Deployment** should have knowledge and minimum experience exposure of **2 years** of statutory Branch audits under CBS environment at any private or public sector bank in India.
6. At least one dedicated resource planned for **Onsite Deployment** should have adequate knowledge level/ skill/ technical competency in SQL Data Query/Access and Data Dump Analysis/ Analytics to directly query, gather and analyze data from CBS database
7. The successful bidder should gear up and be able to position themselves onsite and commence the audit at the earliest on receipt of Purchase Order and acceptance of Purchase order.
8. Before commencing the audit, successful bidder is required to submit the profiles of the onsite team as detailed in 1.5.1 to 1.5.6 for Bank perusal. Bank shall carry out screening of the team profile and shall provide confirmation to the successful bidder for onsite deployment. In the event, any of the profiles are not meeting the tender expectations, Bank reserves the right to ask for an alternative profile. Bank shall reserve the right to cancel the purchase order in case the successful bidder fails to provide suitable resources as per the tender conditions within 1 month of acceptance of the purchase order.
9. Resources deployed shall not be changed at least for three months for continuous audits; a replacement resource, if at all required, should be provided with proper handing-over training by the currently deployed resource. Use of Personal Laptops are not allowed for Data Dump analysis during the Audit.

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10. On successful execution of Contract/SLA and Non-Disclosure Agreements (NDA) the onsite Audit team will be facilitated with CBS Backend SQL Access . With The system access the auditors should be able to plan and generate the required data to undertake dump analysis on various aspects as per the scope of work, and carryout the audit. The onsite Auditors are required to be available on all Working days of the Bank during the Contractual Period, as part of Continuous Audit on CBS.
11. The Successful Bidder firm shall be required to independently arrive at Audit Methodology, based on globally accepted Audit standards and industry best practices. The audit Firm shall be required to undertake to perform all such tasks, render requisite services and make available such qualified/experienced resources as may be required for the successful completion of the audit assignment at no additional cost to the Bank.
12. The scope of work further includes guiding the Bank official for correct practices and conducting of a compliance audit as explained in the Terms of execution of work.
13. The scope of work also includes sharing of information with our Functional Audit team with all formats, check lists, scoring sheets, scripts etc. that will be used during the process of the audit. The Auditor should at any point of time/ work should be able to explain, to the Bank's team, all the processes, procedures involved in arriving at audit findings including interpretation of outputs generated by various audit tools.
14. The scope of work further includes development of risk profile and drawing up of risk matrix taking into account inherent business risk and effectiveness of the control system for monitoring the risk.
15. The Risk Analysis / Risk Matrix will be based on Adequacy of internal controls, business criticality, regulatory requirements, amount or value of transactions processed, customer facing systems, financial loss potential, number of transactions processed, availability requirements, experience of management and staff, turnover, technical competence, degree of delegation, technical and process complexity, stability of application, age of system, training of users, number of interfaces, availability of documentation, extent of dependence on the IT system, confidentiality requirements, major changes carried out, previous audit observations and senior management oversight.

The Bank reserves its right to enlarge the scope of deliverables and to increase the deliverables any time as part of Regulatory requirements and statutory compliance.

1.6 DELIVERABLES & TIMELINES:

- (a) **Schedule of Audit Report:** The Audit shall be conducted on Daily basis and the **reporting shall be in the form of Monthly reports** in soft and hard copy signed by auditor and authorised signatory. The official Hard copy of the **FINAL Monthly audit report** is required to be submitted in duplicate on or before **24 days of succeeding month**.
- (b) Any finding / observation that is of highly critical in nature / High risk that needs immediate attention shall have to be reported spontaneously to the Bank Official for risk mitigation action.

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(c) The firm may submit the audit in their own format in a standard way. The Audit report shall fulfil and meet the following requirements

Sl. No.	Deliverables
1.	Executive Summary
2.	Observations on deviations/ gaps/ deficiencies in the existing system/process/ procedure/ practices with reference to applicable guidelines/ regulatory requirements/ best practices and standards.
3.	Risk associated with/ impact of non-adherence to applicable guidelines/ regulatory requirements/ best practices and standards in the short / long term and suggestion and recommendation for improvement.
4.	Recommendations for corrective action.
5.	Risk Classification/Type of Control (for each observation) Risk should be categorized as High, Medium and Low.
6.	Ageing (since previous audit cycles) (for each observation) Persistent and Repeat observations are to be highlighted.
7.	Points complied with respect to applicable guidelines/ regulatory requirements

(d) **Finalisation of Audit Report:** The audit report of every observation should be thoroughly discussed with ITD-CBS, and respective stake holders before finalization of report.

1.7 BANK GUARANTEE

1. Within 15 (Fifteen) days (exclusive of holidays) of the date of acceptance of the Purchase Order, the successful Bidder shall furnish a bank guarantee for **a period of 36 months** with a claim period of further twelve months from the BG Validity for an amount equivalent to **4%** of the total order value (PO Value), in the format as per **Annexure IX** of the RFP. **In case BG submission is delayed beyond 15 days, Bank shall reserve the right to levy a penalty at 0.5% of BG Value for each week or part thereof of the delay subject to a maximum of 5% from the amount payable to the bidder.**
2. Failure of the successful bidder to comply with the requirement as stipulated above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the Earnest Money Deposit. In such an event, the Bank will call for new bids.
3. The above-mentioned bank guarantees issued by any scheduled commercial bank is acceptable to us. Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank.

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Along with the physical BG/eBG, Successful bidder should also advise the BG issuing Bank to generate SFMS message to OGB and the details to be shared.

For the purpose of generating SFMS, account particulars are given hereunder:

A/C Name & Address: Odisha Grameen Bank, Head Office

IFSC:

SFMS Format:

4. Bank reserve its right to invoke the Bank Guarantees (for delay in delivery or non-delivery/ performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:
 - a) Delay / non-delivery/ Non-Conduct of Audit beyond stipulated schedule as per scope of Work
 - b) Non-Performance or violation of the SLA/Contract terms and conditions.
 - c) Default in Service Levels.

1.8 PAYMENT TERMS:

- a) **No advance shall be paid to the selected bidder before the commencement of work or while work at progress.**
- b) Payment Authority: All payments shall be released by Bank's Inspection Department, Head Office as per the terms and conditions stated in subsequent clauses.
- c) Payment Terms deliverables: The successful bidder shall submit the following documents to Bank's Inspection Department at Head Office before raising invoices:
 - a. Contract Agreement and Declarations.
 - b. Non-Disclosure Agreement (NDA)
 - c. Bank Guarantee (BG)
 - d. Monthly Audit Report
- d) The contracted amount shall be payable on successful completion of work on monthly basis upon submission of committed deliverables (Final audit report- hard copy) in duplicate, along with invoice.

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- e) **The contracted firm shall raise requisite invoice for completed work on monthly basis, along with Final Audit Report**, which on receipt by bank, shall be processed for payment of fees.
- f) Payment Shall be payable by Inspection Department at Head Office by NEFT/RTGS only to the Account of Successful bidder. The applicable taxes like TDS if any will be deducted from the payable fees/ amount. GOI guidelines on GST shall be applicable on all payments/ fees to Audit Firm.
- g) Payments are subjected to successful and satisfactory review of all deliverables and activities by the Bank.

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

1.9 BIDDER PROPOSAL:

The participating eligible bidder shall submit proposal for technical bid and commercial bid separately in offline mode.

1.10 EVALUATION PROCESS:

The Bid evaluation will be a **Three-stage process through Quality Cum Cost Based Selection (QCBS) model**. The stages are:

1. Bid Eligibility Criteria Evaluation:

Eligibility criterion for the Audit Firm to qualify this stage is clearly mentioned in clause 1.3 of this documents and conditions mentioned in gem bid. The Audit Firm would need to submit the supporting documents as part of the eligibility proof in the technical bid along with the relevant annexures.

2. Technical Bid Evaluation:

Technical bid shall be opened, and technical evaluation and Scoring shall be carried out for the bidders who have qualified eligibility criteria. However, to expedite the process, Bank may of its own carry out eligibility criteria and technical bid evaluation simultaneously. Inviting bidders for technical presentation or seeking information during technical evaluation shall not construe that bidder is qualified as per 1.3 of the tenders. Technical scores shall be granted to the bidders as per the criteria in para 1.11.1 stipulated in the tender document.

The technical bid shall consist of the methodology, approach, qualified resource deployment to be adopted for the proposed Continuous Functional Audit of CBS satisfying the scope and requirements and requisite details should be furnished in the

format specified in **Annexure II-A**, along with supporting documents. **The Technical Bid should NOT contain any pricing or commercial information at all. If it does, it will be summarily rejected.**

3. Commercial Bid Evaluation:

Commercial bid shall be opened and evaluated. Commercial scores shall be granted, and weighted score shall be arrived as per the criteria stipulated in the tender. Financial scores shall be computed based and awarding of contract shall be based on the criteria mentioned in 1.11.2.

The Commercial Bid shall be as per **Annexure-III**. No other format will be accepted. The commercial bid should specify the pricing for scope of work in Indian rupees. for the scoped activity. This total amount mentioned in **Annexure III** is the base price that is considered for determination of Bid Price. The commercial bid shall be valid for a period of six months from the last date for submission of the bid. **The quoted price shall be inclusive of all taxes, charges/fees/ expenses.** (inclusive of, if any, technical service charges, charges for media, charges for packing, freight and forwarding, transit insurance and local transportation charges and charges such as cost towards boarding, travelling, lodging etc.)

1.11 BID EVALUATION METHODOLOGY OF ELIGIBLE BIDDERS:

- (a) Technical Evaluation of the bidders will be carried out for those who qualified eligibility criteria and the scoring criteria for technical evaluation of bid is stipulated in the subsequent clauses. The bidders who scores the minimum qualifying marks will be declared technically qualified and the technically qualified bidders will be considered for opening of commercial bids.

1.11.1 TECHNICAL BID EVALUATION & SCORING PARAMETERS.

*For Qualifying in the Technical evaluation, the participating firm **must score a minimum of 65% marks.***

The Audit Firm needs to achieve a cut – off score of 195 marks out of 300 in this evaluation stage to be qualified for commercial bid opening. Only those Audit Firms who achieve the specified cut– off scores at 65% would be short-listed for Commercial Bid opening & Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria and parameters for technical scoring is as follows:

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Sl.No	Technical Parameter Description 1.11.1	Max Score	Max Sub Score
A	Experience		
A1	Prior experience in Conduct of Any type of corporate level Audit on any Banking portfolio leveraging CBS Core Banking System at any Banks either in part or whole	3	
a1-1	No of years of Experience (>1 year-0,1 to 3yr =0.5, 4 yrs=1, 5yr and above= 1.5)		1.5
a2-2	No of Banks, where such CBS Audits were conducted Bank x No of Years Experience; (upto Val 2=0.375,3 =0.75, Val 4-6=1.125, Val above 6=1.5)		1.5
A2	Prior Experience of any Central Statutory Audit leveraging CBS at any Banks	3	
a2-1	No of years of Experience ((>1 year-0,1yr -0.375, 2yr - 0.75, 3yr - 1.125, >4yr -1.5)		1.5
a2-2	No of Banks, where statutory Audits were conducted Bank x No of Years Experience; (upto Val 3 =0.5 , Val 4-6=1, Val above 6=1.5)		1.5
A3	Prior Experience of Data Dump Analysis or CBS functional Audit at any Banks	7	
a3-1	No of years of Experience (>1 year-0,1yr -0.875, 2yr - 1.75, 3yr - 2.625, >4yr - 3.5)		3.5
a3-2	No of Banks, where Dump analysis or CBS Functional Audit were conducted Bank x No of Years Experience (upto Val 1 =0.875, Val 2=1.75, Val 3=2.625, Val 4 & above =3.5)		3.5
B	Bidder Strength		
B1	Bidders Company Existence & Stability	8	
b1-1	Audit Firm Formation and Years upto 10y=0.8, 11 to 20=1.6, 21 to 30=2.4, 31 to 40=3.2, Above 40=4		4
b1-2	Turnover of the Audit Firm upto upto 50L=0.8, 75L-1.6, 1Cr=2.4,10 Cr=3.2, 10 Cr and above=4		4
B2	Bidders Overall Audit Firm & Employee Strength	6	
b2-1	No of FT Partners upto 1p=0.375, upto 4p-0.75, 8p-1.125, above 8P=1.5		1.5
b2-2	No of CAs with ISA Qualification Each ISA Qualified =0.375 point.		1.5
b2-3	Partners with Statutory Audit Experience No of Partner x Experience Val <3=0.375, 3to4=0.75, 5to10=1.125, >5=1.5		1.5
b2-4	Total Audit assistant/staff and articled Clerks in firm Upto 20=0.30,21 to 50=0.60, 51-80=0.90, 81 to 120=1.20, >120=1.5		1.5
B3	Bidders Employee Strength at Odisha	6	
b3-1	No of Full time Partners at Odisha Office upto 2=0.30, 4=0.60, 6=0.90, 8=1.20, 10 & above=1.5		1.5
b3-2	No of CAs with ISA Qualification at Odisha Office / Branch		1.5

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Sl.No	Technical Parameter Description 1.11.1	Max Score	Max Sub Score
	1=0.5, 2=1.0, 3 & Above=1.5		
b3-3	No of CA or Partner with Statutory Audit Experience at Odisha office No of Partner x Experience Val <3=0.375, 3to4=0.75, 5to10=1.125, >5=1.5		1.5
b3-4	Total Audit assistant/staff and articled Clerks in firm upto 4=0.30, 8=0.60,10=0.90, 15=1.20, 20 & above=1.5		1.5
C	Team Profile - onsite	34	
c1	No of Team Members Proposed by Bidder upto 2=0.68, 3=1.36, 4=2.04, 5=2.72, 6& above=3.4		3.4
c2	Resource in Partner/CA/Manager Capacity with min 3 years experience in central Statutory level audits leveraging CBS 3y=0.68, 5y=1.36, 6y=2.04, 7y=2.72, 8y & above=3.4		3.4
c3	Resource in Manager/CA Capacity with experience in this Functional Audit of CBS at any Bank >1 year-0,1y=0.68, 2y=1.36, 3y=2.04, 4y=2.72, 5y& above=3.4		3.4
c4	Resource in CA / professional capacity with ISA Qualification with experience in any corporate/central/ Dump/functional audit of CBS at Bank 1y=0.68, 2y=1.36, 3y=2.04, 4y=2.72, 5y& above=3.4		3.4
c5	Resource in CA/ professional capacity with 5 years of Banking experience and knowledge of CBS platform, preferably Finacle. 5y=0.68, 10y=1.36, 15y=2.04, 20y=2.72, 25y& above=3.4		3.4
c6	Resource in CA / professional capacity with 2 years of Experience Statutory BRANCH LEVEL Audits leveraging CBS and knowledge of Finacle 2y=0.68, 4y=1.36, 6y=2.04, 8y=2.72, 10y& above=3.4		3.4
c7	Resource having Experience in SQL Data Query and Data Extraction from DB. 1y=0.68, 2y=1.36, 3y=2.04, 4y=2.72, 5y& above=3.4		3.4
c8	Resource having Experience in Data Dump Analysis and Data Analytics 1y=0.68, 2y=1.36, 3y=2.04, 4y & above=3.4		3.4
c9	Resource having experience in analytical tools 1y=0.68, 2y=1.36, 3y=2.04, 4y & above=3.4		3.4
c10	Resource Readiness Yet to acquire=0.68, Ready in 2 month=1.36, Ready in 1 month=2.04, Ready to deploy=3.4		3.4
D	Technical Presentation/ Interview / Interaction describing the understanding on the Audit requirements with technical proposal and Approach (Qualitative)	33	
d1	Understanding on the itemized scope of the work		3.3
d2	Proposed approach for undertaking the scope of Work		3.3

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Sl.No	Technical Parameter Description 1.11.1	Max Score	Max Sub Score
d3	Proposed Methodology and Model to work handshaking with Internal Audit and other Departments to undertake the scope of Work		3.3
d4	Demonstration of proper handover / Documentation / Data handling capabilities to Bank's in-house teams for sustainability during contract period and as part of contingency plan		3.3
d5	Demonstration of support, Co-ordination & hand holding to key Bank teams to ensure appropriate capability building.		3.3
d6	Bidder Capability to propose and use the required tools to manage the audit activities		3.3
d7	Bidder Capability & commitment on Deliverables; Audit Report and Format.		3.3
d8	Bidders Commitment on Team, Experience and Skills		3.3
d9	Bidder commitment on Compliance / veracity verification		3.3
d10	Bidder's level of Knowledge, confidence, demonstration and response in meeting.		3.3
	Total	100	100
	Technical Minimum qualifying marks @ 65%	65	100.00

NOTE:

1. 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.
2. 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.

1.11.2 COMMERCIAL BID EVALUATION:

The selection would be based on **QCBS (Quality & Cost Based Selection)** mode of selection. The commercial bids of those Audit Firm who have Qualified technically will be opened for Commercial Evaluation and further determine the successful bidder. The commercial bid will be opened separately in a transparent manner.

**Parameter for selection of Consultant: Commercial Evaluation
Quality cum Cost Based Selection**

Selection Model	Sl. No.	Parameters	Maximum Marks (Weightage)
QCBS Quality & Cost Based	1.	Technical Parameter	30%
	2.	Commercial Bid	70%

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The Score will be calculated for all eligible and technically qualified Bidder based on the following formula:

$$S = (T/T_High \times 30) + (C_Low/C \times 70)$$

Where:

S = Score of the Bidder

T = Technical score of the Bidder

T_High = Highest Technical score among the Bidders

C = Quote as provided by the Bidder (please refer to **Annexure III**)

C_Low = Lowest Quote of C among the Bidders

The Bidder securing the highest score becomes the successful Bidder (H1 bidder) and may be called for the negotiation before awarding the contract. The Bank Reserves the right to reject even H1 Bid without assigning any reason whatsoever.

1.12 ASSIGNMENT OF CONTRACT

- (a) On successful selection of H1 bidder, Bank shall be conforming the assignment of work by placing a Purchase Order to the firm, which needs to be acknowledged and accepted by the Selected bidder and shall comply with terms and conditions to submit the requisite, SLA, NDA, Bank guarantees etc., as mentioned in Purchase order in stipulated time for award of contract.
- (b) The contract shall be awardable to H1 bidder after completion of technical and commercial bid evaluation. Hence bidders are to quote the most competitive price. The bank reserves right to reject the H1 Bid if commercial quote of the bidder found unreasonable.
- (c) If for any reason the work order given to the successful Bidder does not get executed, the Bank has the right to cancel the tender and may call for fresh bids.

PART –II-GENERAL TERMS & CONDITIONS:

2.1. EARNEST MONEY DEPOSIT - BANK GUARANTEE (PRE-BID)

Any Bids received without the EMD- BG mentioned above will be summarily rejected.

The EMD-BG will be returned to the disqualified bidder along with notice of disqualification. Further, on determination of successful bidder to this tender, the EMDs-BG will be returned back to all unsuccessful bidder participants.

The EMD/BG of the successful bidder will be returned back, on receipt of the Fresh Bank guarantee for the assignment/award of contract.

Bank shall forfeit EMD /invoke Bank Guarantee in lieu of EMD in the following events:

1. If a bidder withdraws the bid in the tender process, during its validity period.
2. If a bidder makes any statement or encloses any document which turns out to be false/incorrect at a later date.
3. In case, the successful bidder fails to sign the contract or fails to furnish the Bank Guarantee (Performance & Delivery) as required.

2.2. BIDDER'S INQUIRIES ON GEM TENDER & BANK'S RESPONSE:

All enquiries from the bidders, related to this RFP must be directed in email and sent to email ID's as per schedule mentioned in clause 1.1 of the RFP. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries.

SI.No	Page No.	Clause No.	Description	Clarification/ Suggestion	Remarks if any

Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be posted in the Bank's website/ gem portal and no separate communication will be sent to individual bidders. However, Bank makes no representation or warranty as to the completeness or accuracy of any response made to the queries in good faith.

2.3. BIDDER'S RESPONSIBILITY VIS-A-VIS THIRD PARTY PRODUCTS /EQUIPMENTS/ SOFTWARE:

If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and

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maintenance of the entire system, must declare that they possess the requisite permission / license for the equipment / software. The successful bidder has to provide handholding support to the new incoming bidder in case of termination of the contract or completion of the contract for smooth handover of the operation. If successful bidder fails to provide handholding support, Bank shall invoke the Bank Guarantee for performance.

2.4. LIABILITIES OF THE BANK:

This Tender is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder's written acceptance thereof shall constitute a binding contract with the Audit Firm.

2.5. OWNERSHIP:

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

2.6. FURNISHING OF INFORMATION

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. It shall be the duty of the bidder to upload the bid documents along with necessary documentary evidence on the e-tendering portal and Bank won't be accepting any additional documents during the evaluation process.

2.7. AUTHENTICATION OF ERASURES / OVERWRITING ETC.

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

2.8. AMENDMENTS TO TENDER TERMS AND CONDITIONS:

Bank reserves its right to issue any amendments to the terms and conditions, technical specification of the Tender at any time prior to the deadline for opening of the technical bids. The same shall be published through portal. **Bank shall not send any individual communications to any bidder on amendment or Cancellation of Tender and representation in any form on this shall not be entertained.**

2.9. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT:

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

- a. Audit Firm has to submit a letter duly signed by his employees wherein the bidder will identify his employee as a person deputed to the Bank for discharging duties in terms of the agreement with the bank and the employee undertaking to abide by all the rules and regulations of the bank while discharging his duties in the Bank.
- b. Audit Firm has to obtain Non-Disclosure Cum Confidentiality undertaking letter from each of the employee for deputation to the Bank. In the said undertaking, the employee should also hold himself jointly liable along with his employer for any loss or damage caused to the bank because of any breach of terms of undertaking letter or any other terms specified by the bank in writing.

2.10 CLARIFICATION

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

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

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

2.12. CONTACTING THE BANK

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

2.13. FORMATION OF CONTRACT & EXECUTION OF AGREEMENTS

Within 2 days, as per Timelines, of receipt of the Purchase Order, the Audit Firm shall sign, affix official stamp and date the duplicate copy / photocopy of the Purchase Order and Request for Proposal document along with its amendments and return it to the Bank as

a token of having accepted the terms and conditions of the Contract. Acceptance of the Purchase Order / letter of intent constitute a valid contract. Successful bidder shall enter into a formal agreement with the Bank detailing terms and conditions set out in this tender and in Purchase order / Letter of Intent as per the format provided in the tender document. However, until an SLA is signed by both the parties, contract so constituted as detailed in this clause shall be construed as Service Level Agreement and shall be applicable.

2.14. ASSIGNMENT & SUBCONTRACTING

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

2.15. TERMINATION CLAUSE

A. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

- a) if the Successful Bidder fails to deliver any or all of the solution within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or
- b) if the Successful Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part pursuant to clause related to project timelines, the Bank may procure/engage, upon such terms and in such manner, as it deems appropriate, related services from market, similar to those undelivered, and the Firm under termination shall be liable to the Bank for any excess costs for such similar services subject to the maximum cap of 10% of the undelivered portion. However, the Audit Firm shall continue performance of the Contract to the extent not terminated.

B. TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder's reply, bank may terminate the contract. Termination in this case will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

C. TERMINATION FOR CONVENIENCE

The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination. It is also clarified that the Audit Firm shall not be entitled to terminate the contract.

D. TERMINATION FOR VIOLATION OF INTEGRITY PACT

The bank has the right to terminate the contract with immediate effect if Integrity Pact is violated by the bidder during the currency of the contract

E. TERMINATION FOR OTHER ACTIONS:

The bank has the right to terminate the contract with immediate effect if the Bidder is blacklisted or in case any fraud, forgery, theft, robbery or any wrongful action/inaction or breach of this agreement caused by Bidder or its agents or its employees.

The payment for the work executed till the date of termination shall be made as per payment terms.

2.16. FORCE MAJEURE

Notwithstanding the provisions of clauses 2.15 the Bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

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

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

2.17. COPY RIGHT/LICENCE VIOLATION

The bidder shall explicitly absolve the Bank of any responsibility/liability for use of system/software delivered along with the equipment; (i.e. the bidder shall absolve the bank

in all cases of possible litigation/claims arising out of any copy right/license violation.) for software (s) sourced either from third parties or from themselves.

2.18. LIMITATION OF LIABILITY:

The liability of bidder under the scope of this RFP (including all indemnities) is limited to the value of the relevant order.

2.19. COMPLIANCE TO LABOUR ACT:

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the successful bidder are being paid wages / salaries as stipulated by government in the Act.

2.20. SOLICITATION OF EMPLOYEES

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, 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 two years thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two years thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment of the key personnel working on the project contemplated in this proposal except with the written consent of the other party. 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; or
- ii. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

2.21. OTHER TERMS AND CONDITIONS

- a. The Bank shall have the right to withhold any payment (pertaining to this contract) due to the **Successful Bidder (SB)** in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- b. Successful bidder shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However,

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the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

- c. Successful bidder shall be responsible for managing the activities of its personnel and will be accountable for both. SB shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.
- d. Successful bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by SB and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.
- e. The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- f. Successful bidder shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc. if any. Successful bidder shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc. associated in execution of the work awarded under this RFP to work in the specified area and they should not move around at other places of premises without any specific reason.
- g. Successful bidder or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank's premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.
- h. Successful bidder shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- i. It is well defined and understood that the labour or any employee or technical resources of the Successful bidder will have no right for claim of employment on the Bank.
- j. No extra claim shall be entertained on account of all the redo of work on account of SB's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the Successful bidder.

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- k. Successful bidder shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.
- l. Successful bidder shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
- m. Successful bidder should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, etc., if any.
- n. The Bank ascertains and concludes that everything as mentioned in the tender document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the Successful bidder has not quoted for the same.

2.22. RESOLUTION OF DISPUTES

The Bank and the successful bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof.

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

In the event of any dispute between the bank and the contractor relating to those contracts where Integrity Pact is applicable, in case both the parties are agreeable, they shall try to settle dispute through mediation before the panel of **Independent External Monitor (IEM)** in a time bound manner. The fees/expenses for dispute resolution shall be equally shared by both Bank and successful bidder.

In case the dispute remains unresolved even after mediation by the panel of Independent External Monitor (IEM) such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid. **In case of Arbitration the same shall be done in accordance with the**

Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties. Courts of Bhubaneswar city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

2.23. CORRUPT AND FRAUDULENT PRACTICES:

- a) 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:
 - b) "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
- c) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
 - d) The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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.

2.24. EXIT CLAUSE

The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:

1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee.
2. Unacceptable Delay in audit and delivery beyond the specified period.
3. Serious discrepancy in performance levels which have an impact on the audit
4. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

2.25. NAME AND CONTACT DETAILS OF IEM FOR THE ADOPTION OF INTEGRITY PACT IN PUBLIC SECTOR BANK:

As per the directions of Central Vigilance Commission, all public sector banks are required to adopt Integrity Pact in any procurement valued above the threshold value. Bidder shall submit **Annexure VI** Integrity Pact on a stamp paper duly signed by their authorized signatory along with the technical bid. Odisha Grameen Bank have appointed the IEM for this purpose whose details are hereunder:

Name: ADDRESS: Mobile No. Email Id.	Name: ADDRESS: Mobile No. Email Id.
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2.26. RIGHT TO AUDIT & INSPECITON

The Regulator and Bank has the right to inspect the Audit Work and its process or information or Work papers of the Firms in regard to the audit at any point of time.

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PART – III-ANNEXURES

PRE-CONTRACT ANNEXURES

ANNEXURE-I –SCOPE OF WORK

SCOPE OF WORK: CONTINUOUS FUNCTIONAL AUDIT OF CBS

Sl. No	Area	Details of Audit
1.	General Ledger and Scheme Code	<ol style="list-style-type: none"> 1. Any new GL Code/ Sub Code created with proper authentication/ authorization and as per the specification provided by the user department/ circular published/ extant guidelines/ SOP and mapped to correct scheme codes. 2. Any new scheme codes created with proper authentication/ authorization and scheme parameters are as per the specification provided by the user department/ circular published/ extant guidelines. 3. Review of existing scheme parameters/ Any change in the scheme parameters of GL/ Loan/ CC & OD/ TD/ RD/ CASA with proper authentication/ authorization. 4. Checking of integrity between Source and GL.
2.	CIF and Account Master Related Gaps (Data Sanity & Correctness)	<ol style="list-style-type: none"> 1. Checking discrepancies in opening and usage of CIF ID (e.g. CIF ID opened with junk data and fraudulent transactions routed through the accounts opened under the CIF ID thereby violating KYC/AML guidelines). 2. Checking discrepancies in system validations related to junk data feeding (mobile number, OVD, DOB, Occupation Code etc.) in CIF master. 3. Checking discrepancies in opening of Loan/CC/OD/PC account master: <ol style="list-style-type: none"> a. account opened under incorrect GL/ Scheme code b. account opened with limit/ loan amount breaching the minimum/ maximum limit/ loan amount criteria fixed for the scheme c. account opened with incorrect interest details (interest rate pegging/ frequency/ compounding) d. account opened with incorrect repayment schedule (Instalment type (EMI/non-EMI)/ Instalment amount/ tenor/ moratorium period) e. account opened with incorrect BSR codes and other MIS codes f. account attached with incorrect security details/ insufficient security values g. discrepancy in other critical details in the account master

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		<ol style="list-style-type: none"> 4. Checking discrepancies in opening of Nun-Fund Based account master <ol style="list-style-type: none"> a. account opened under incorrect limit nodes b. account opened with incorrect limit details/ guarantee amount/ LC amount/ other LC & BG details c. account opened with incorrect commission/ charges d. discrepancy in other critical details in the NFB account master 5. Checking discrepancies in opening/ operation/ closure of Loan/CC/OD/PC/Bills/Bank Guarantee/Letter of Credit/ other Fund-based and non-fund-based advances 6. Checking discrepancies in Limit Node Maintenance 7. Checking discrepancies in Renewal and Review of CC/Loan/Non-Fund based accounts. 8. Checking discrepancies in Discretionary Power while opening/ renewing/ reviewing of CC/ Loan/ Non-Fund based accounts. 9. Checking discrepancies in CGTMSE/CGFMU coverage of accounts 10. Checking discrepancies in Priority Sector Lending (PSL) classification of accounts in CBS 11. Checking discrepancies in Retail/Agri/MSME/Corporate (RAMC) classification in CBS 12. Audit on NPA automation/ IRAC 13. Checking discrepancies in opening of CASA/ Deposit account master: <ol style="list-style-type: none"> a. account opened under incorrect GL/ Scheme code b. account opened with incorrect interest details c. account opened for ineligible customer type/ constitution d. discrepancy in other critical details in the account master 14. Checking discrepancies in opening/ operation/ closure of CASA/ Deposit accounts 15. Checking discrepancies in Overdue Deposits and Maturity of Deposits
3.	Checking of Revenue Leakage/ Excess Charging	<ol style="list-style-type: none"> 1. Verification of interest rates charged to Loan/CC/OD/PC accounts (existing and newly opened accounts) vis-à-vis circulars issued by the Bank from time to time <ol style="list-style-type: none"> a. 100% interest rate checking in case of schematic advances (advances where scheme level interest rates are advised by Bank through circulars from time to time) b. 100% interest rate checking in case of advances sanctioned at CO level (interest rates checking to be based on sanction letter)

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		<ul style="list-style-type: none"> c. Sample interest rate checking in case of advances sanctioned at RO level (samples from all ROs to be taken and interest rate checking to be based on sanction letter) d. 100% verification of other interest related parameters like Pegging Flag, Pegging Frequency, Interest Collection flag, Interest Compounding Frequency etc. at account level e. Verification of interest application; whether interest amount is applied/ posted to the accounts timely as per the scheme guidelines. f. Verification of interest reversals/ interest credit instead of debit <ol style="list-style-type: none"> 2. Verification of all interest related parameters at scheme level; whether they are updated timely and correctly and are as per the circular published/ user department requirements. 3. Verification of parameters set in the charges and commission tables; whether they are updated timely and correctly and are as per the circular published/ user department requirements 4. Verification of changes made in interest rate/ fees/ charges/ commission tables and changes are in accordance with written instructions from user departments 5. Verification of commission/charges collected during the month vis-à-vis service charges circular in force 6. Verification of interest rates in SB/Deposit accounts <ul style="list-style-type: none"> a. 100% checking of interest rates applied in all SB accounts (existing and new); whether interest rates are applied as per the circular in force b. 100% checking of interest rates applied in Deposit accounts (newly opened during the month); whether interest rates are applied as per the circular in force 7. Review of controls in CBS to restrict income leakage and excess charging to customer 8. Verification of application of penal charges; whether penal charges are applied as per Bank/ RBI guidelines 9. Correct implementation of SOL level parameters such as SOL categorization, classification etc. which have impact on revenue leakage
4.	Transaction Related Review	<ol style="list-style-type: none"> 1. Daily checking of high value transactions and unusual transactions 2. Checking any transaction not verified and remained in entered/ posted status. 3. Checking of transactions whether they are in conformity with Bank's guidelines/ maker checker principle.

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		<ul style="list-style-type: none"> 4. Checking Standing Instructions/ Mandates whether they are timely executed/ vouched 5. Erroneous transactions and reversals 6. NEFT/RTGS failures and their timely refund to customer 7. Govt related transactions and disbursements and its errors/ failures 8. Subsidy related transactions and disbursements
5.	CBS Help Desk Operation	<ul style="list-style-type: none"> 1. Redressal of complaints lodged by the branches <ul style="list-style-type: none"> a. Complaints are properly categorized and assigned b. Complaints are addressed properly and timely c. Critical review of complaints related to income leakage and excess charging.
6.	MIS and Reports	<ul style="list-style-type: none"> 1. Verification of usability and correctness of Finacle reports 2. Checking anomalies in daily GL Balance sheet, P&L Statement of Bank as a whole. 3. Data integrity and correctness.
7.	Others	Any other specific aspects or areas observed or required by Regulator

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ANNEXURE-II-A-TECHNICAL BID PROPOSAL FORMAT
(To be uploaded online- open tender)

TECHNICAL BID PROPOSAL
FOR CONDUCT OF CONTINUOUS FUNCTIONAL AUDIT OF CBS
at Odisha Grameen Bank

A. DETAILS OF THE BIDDER

SI No	Particulars	Details		
1.	Name of the Bidder Firm / Company/ Gov Body /Institute			
2.	Year of Incorporation & No of Years			
3.	Date of Certificate of Incorporation			
4.	Registration Authority/ Registration No. & Constitution			
5.	Address of Firm/ Company			
	I. Registered office / Corporate/ Head Office			
	II. Branch / Local Office at Odisha			
6.	Services Rendered/ Provided			
7.	Total Years in providing Audit Services			
8.	Details of Empanelment with anybody of regulatory/ Statutory/ Association / CAG / Private or Public Sector Bank etc.,			
9.	Primary & Secondary Contact Person Name Designation Phone No. Mobile, Email:			
10.	Name of Managing Partner/s Managing Directors			
11.	Name & Particulars of the Authorised Signatories			
12.	Website Address if any	https://www.		
13.	Turn Over and Net profit of Firm/ Company	Year	Turnover	Net Profit
		2024-25:		
		2023-24:		
14.	Details of Projects/ assignments undertaken (Current and Past) by the Firm at Private and Public Sector Banks/ Financial Institutions (Attach Supporting Documents)	Assignment	Bank	No of Years

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15.	Overall Firm Experience of Firm in Carrying out Corporate level or statutory Level or Central Audits on Business, Process, financial controls, internal Control system, Compliance by way of Dump analysis on CBS in Private or Public Sector Bank (Attach Supporting Documents)	Assignment		At Banks/ Financial institutions	No of Years	
16.	Overall Firm Number of Full Time Partners (FTP) CAs/ professionals, ISAs, and Audit Staff ; Summary	FTP	CA/ Professional	ISA	Data Specia list	Audit Staff
17.	At Odisha Office Number of Full Time Partners (FTP)/ CAs/ professionals, ISAs, and Audit Staff ; Summary	FTP	CA/ Professional	ISA	Data Specia list	Audit Staff

18. Details at **Firm of Overall** Audit professionals/ resources on roll/ available: (enclose supporting details- Segregate Banking domain experience, CBS audit experience, SQL skills expertise etc.,)

Name of Professional	Position/ Designation	Qualification/ Certifications if any	Experience Vs Area (In Yrs/ Areas)	Experience in Banking / Financial Domain (In Yrs)	Experience in Statutory/ Central / Corporate Audits	Experience in SQL Operations & Data Analysis (In Yrs/ No of Bank/FI)	CBS Audit Exposure (In Yrs/ Bank/FI)

19. Details at **Odisha Office** of Audit professionals/ resources on roll/ available:

Name of Professional	Position/ Designation	Qualification/ Certifications if any	Experience Vs Area (In Yrs/ Areas)	Experience in Banking / Financial Domain (In Yrs)	Experience in Statutory/ Central / Corporate Audits (In Yrs/ No of Banks)	Experience in SQL Operations & Data Analysis (In Yrs/ No of Banks/FI)	CBS Audit Exposure (In Yrs/ Bank/FI)	Any other Experience (In Yrs / area)

20. Details of contracts/ assignments with OGB (Current and Past) by the Bidder

Year	Name of Assignment	From	To	By Partner

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Team Proposition

21.	Summary of Proposed Team Formation & their Experience to undertake this Tender CBS Audit Onsite at OGB Head Office	Banking / Financial Audit Experience (No of yrs)	Statutory level/ Corporate level / Central Audit Experience (No of yrs)	Data /SQL Experience (No of yrs)	Data Analysis Experience (No of yrs)	CBS Audit Experience (No of yrs)	Remarks
	(a) Partners						
	(b) Audit Manager						
	(c) CA						
	(d) Any Professionals						
	(e) ISA Trained						
	(f) Data Specialist						
	(g) Audit Staff						
	(h) Any other						
	(i)						

Please do annotate or comment to assure about acquiring resources in case the professionals are under acquisition/ enrolment to meet the assignment requirements in RFP

22. Details of Onsite Team of professionals/ resources proposed for deployment on site at **Odisha Grameen Bank for conduct of concurrent Functional audit of CBS**

Name of Professional proposed for onsite deployment	Role	Qualification/ Certifications if any	Total Experience and Areas (In Yrs/ No of Banks/Fl)	Experience in Banking/ Financial Domain (In Yrs/ No of Banks/Fl)	Statutory / Central/ or Corporate Audit Experience (In Yrs/ No of Banks/Fl)	Data /SQL Experience (No of yrs/ No of Projects)	Experience in SQL Operations & Data Analysis (In Yrs/ No Projects)	CBS Audit Exposure (In Yrs/ No of Banks/Fl)	Remarks

Pl do annotate or comment to assure about acquiring resources in case the professionals are under acquisition/ enrolment to meet the assignment requirements in RFP. Incase the resource are to be acquired a tentative summary of the proposed Resource may be detailed.

23. Describe your details of assessment tools if any proposed to be used for conduct of Continuous Functional Audit of CBS at OGB.

24. Describe your details on Continuous CBS Audit methodology and approach proposed to be planned and adopted used.

25. Describe your details on your reporting mechanism / Reports/ Report ingredient proposed for this Continuous functional Audit of CBS

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ANNEXURE-II-B- BIDDER QUALIFICATION CRITERIA

(Format)

From Name of the Bidder _____ **DATE:**

To
The General Manager,
Odisha Grameen Bank,
Inspection Department
At- Gandamunda, Po- Khandagiri
Bhubaneswar- 751030, Odisha

Madam/ Dear Sir,

Sub: CONDUCTING CONTINUOUS FUNCTIONAL AUDIT OF CBS AT ODISHA GRAMEEN BANK

We hereby declare that all the documents required for bidder qualification criteria along with this annexure.

Sl. No.	Criteria	Documents to be submitted along with Bid	Submission Status by bidder
1.	The bidder should be a Firm in India registered as per Companies Act 1956/ Companies Act 2013 or a CAT-1 Audit Firm registered with ICAI (CA firm/CA partnership firm/CA Associate/LLP) or a Govt institute / Gov undertaking/ Gov body / PSU / an office associated with Ministry; providing Audit Services.	Certified true copy of certificate of registration or Incorporation or partnership or acknowledgement for acceptance of registration by Registrar etc.,	
2.	The bidder should be professional service provider of Audit and Assurance Services	Authenticated Proof of Services registered with ICAI and Category.	
3.	Bidder should have minimum Annual turnover of 1 Crore and above in last two financial years (FY 23-24 and 24-25)	Self-declaration with copy of audited financial of last 2 years.	
4.	The bidder should be an empaneled member of RBI or IBA or CAG or any Statutory Body Or an empaneled member of any Private or Public Sector Bank.	Certified True copy of empanelment	
5.	The Bidder should be a Odisha Based Firm or any firm having its branch or local office at Odisha with Partners.	Registered office and Branch office proof	
6.	The bidder should have been providing Audit Services and been in Audits at least for the last 10 years as on date of bid.	Self-Declaration	

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Sl. No.	Criteria	Documents to be submitted along with Bid	Submission Status by bidder
7.	Bidder shall have Experienced / Qualified/ Certified Audit professionals with necessary knowledge on banking domain, core banking solutions and Dump Data analysis etc.,	Self-declaration with Summary of Partners and Professionals.	
8.	The Bidder should have at least 3-years overall experience of carrying out any corporate level/ Statutory level / Central Audits on Business operations, Process controls, financial controls, internal control system, Compliance, Dump analysis on CBS in the Banking sector at any private or public sector Banks	Self-Declaration of assignment supported by PO or Bank testimonial.	
9.	The bidder should have at least 04 Full time Partners, +04 CAs with banking industry experience and +01 ISA certified Professional or equivalent.	Self-Declaration with List of Partners, CA and ISA with Qualification and Experience.	
10.	The bidding Audit Firm should have an authorized signatory who is authorized to execute the contract and other documents and Authorized Signatory for Signing the Audit Reports.	Authenticated Name and other details of the authorized signatory	
11.	The bidder should be able to describe the Team Composition to undertake the Audit	Self-Declaration on Team Formation planned for onsite deployment with Qualification and Experience as detailed in Annexure IIA	
12.	The firm should have the capability to perform the entire scope of the assignment without outsourcing the same to any third party or without engaging persons other than their own employees for this assignment.	Self-Declaration	
13.	The bidder should not have any disciplinary cases pending or in last 3 years or should not have been black-listed in any Central Govt or PSU or Banking institutions as on date.	Self-Declaration.	
14.	Signing of Integrity Pact is a prequalification for submission of the bids. Integrity Pact is deemed to be a part of contract.	Bidder to submit Integrity Pact (Annexure VI) in ₹200 Stamp paper duly signed and stamped. Physical copy of the same to be submitted to tendering officials before bid opening.	
15.	Bank shall follow the public procurement guidelines as stipulated in Order ref: 6/18/2019-PPD Dated 23.07.2020 from	Either of following as applicable:	

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Sl. No.	Criteria	Documents to be submitted along with Bid	Submission Status by bidder
	<p>Department of Expenditure, Ministry of Finance- Restrictions under Rule 144 (xi) of General Financial Rules 2017.</p> <p>iii. Any bidder from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder is registered with the Competent Authority (DPIIT). Bidder to submit the required certificate along with the technical bid.</p> <p>iv. If clause 1 above is not applicable to any bidder, they shall submit the certificate as per Annexure VII in their letter head, duly signed by their authorised signatory along with the technical bid.</p> <p>Any bid, not accompanied with the above certificate shall be summarily rejected.</p>	<p>iii. The certificate for being registered with the Competent Authority (DPIIT)</p> <p>iv. Certificate in format given in Annexure VIII.</p>	

**Authorised Signatory:
Name and Designation:
Office Seal with date**

ANNEXURE II-C- SELF DECLARATION – BLACKLISTING

**The General Manager
Inspection Department
Odisha Grameen Bank
Head Office
Gandamunda, Khandagiri
Bhubaneswar- 751030
Odisha**

Dear Sir,

We hereby certify that; we have not been blacklisted in any Central Government / PSU/ Banking / Insurance Audit Firm in India as on date of the bid for a similar project or any other project.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

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ANNEXURE-III-COMMERCIAL BID PROPOSAL

**COMMERCIAL BID PROPOSAL
CONTINUOUS FUNCTIONAL AUDIT OF CBS AT ODISHA GRAMEEN BANK**

(To be submitted and uploaded online)

Name of the Audit Firm/Firm/Society/Organization: _____

Address: _____

The price details for the activities/Audit assignment for the entire contractual period. (Important and relevant areas to be covered to meet mandatory/regulatory requirements in respect of each of these broad areas have been elaborated in this RFP document.)

Table A:

Description of the Assignment	Contractual Period	Months (A)	Monthly Audit Fees (B)	Total Fees (C=A*B)
Continuous Functional Audit of Core Banking Solution at Odisha Grameen Bank Head Office, Bhubaneswar	April 2026 to Mar 2027	12 M		
	April 2027 to Mar 2028	12 M		
	April 2028 to Mar 2029	12 M		
Total amount of Bid *	April 2026 to Mar 2029	36 M		*
(*This Total amount will be the basis for commercial bid evaluation.)				

- Prices quoted shall be inclusive of all taxes, duties and GST.
- The quoted price is inclusive of all taxes, charges/fees/ expenses.** (inclusive of, if any, technical service charges, charges for media, charges for packing, freight and forwarding, transit insurance and local transportation charges and charges such as cost towards boarding, travelling, lodging etc.)
- Bank will not pay any additional charges other than those mentioned above for deriving Total cost.
- The Total amount of Bid should match the figure given in all-inclusive price (Inclusive of Taxes).

**Authorised Signatory:
Name and Designation:
Office Seal with date**

ANNEXURE-IV-LETTER OF UNDERTAKING

Name of the Audit Firm/Firm/Society/Organization: _____

**The General Manager
Inspection Department
At- Gandamunda, Po- Khandagiri
Bhubaneswar- 751030, Odisha**

Madam/ Dear Sir,

1. We hereby confirm that we agree to all the open tender terms and conditions of the **RFP Tender No**..... its Annexes, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the Audit Firm and the necessary support document delegating this authority is enclosed to this letter.
3. We also undertake to submit the service level agreement SLA and non-disclosure agreements NDA as per the format provided in the tender.
4. We also declare that our Audit Firm not under any Bankruptcy or Liquidation process and complies to the law of land. We also understand that; our bid shall be liable for rejection if our declaration if found incorrect.
5. We also declare that neither our Audit Firm, nor our promoters and Directors have been defaulters to any financial institution. We also declare that we have not been reported against by any Public sector Bank to Indian Banks Association for any malpractice, fraud, poor service, etc.
6. We also agree that you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at _____ this _____ day of _____ 2025.

Yours faithfully,

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

Enclosed: Power of attorney/Letter of authorization

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ANNEXURE-V-BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

.....

.....

WHEREAS _____(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the Tender") in favour of _____ hereinafter called the "Employer"; KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank"(*) are bound unto the employer _____ for the _____ sum _____ of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything to the contrary contained herein:

- i) Our liability under this Bank guarantee shall not exceed Rs _____ (Rupees _____ only) and
- ii) This Bank guarantee shall be valid up to and tillonly, being the date of expiry of the Guarantee and
- iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be

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extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before (**) being the date of expiry of the claim period"

For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bhubaneswar city where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

the within named Guarantor,

by the hand of Shri _____,

its authorised official.

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

(**) There shall be a claim period of 03 (three) months from the date of expiry of the guarantee.

ANNEXURE-VI: PRE-CONTRACT INTEGRITY PACT

TENDER NAME: CONDUCT OF FUNCTIONAL AUDIT OF CBS AT ODISHA GRAMEEN BANK

TENDER NO: Gem tender no:

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the..... day of..... (month) 2025, between, on one hand, Odisha Grameen Bank acting through Smt. Satyabati Sahoo, General Manager of Odisha Grameen Bank, a nationalized Bank and an undertaking of the Government of India hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s _____, a Audit Firm incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____ Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **Audit Service for Conduct of Functional Audit of CBS** (Name of the Services) and the BIDDER/Seller is desirous of offering Services and

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

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

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

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

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

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NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesseth as under:

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

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

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

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

ARTICLE 1: COMMITMENTS OF THE BUYER

- 1.1 The BUYER undertakes that no employee of the buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same- information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERS. The BUYER will ensure to provide level playing field to all BIDDERS alike.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach. The bidder(s)/Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

- 1.5 The BUYER will exclude from the process all known prejudiced persons.

ARTICLE 2: COMMITMENTS OF BIDDERS

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

- 2.1 The BIDDER will not, directly or through any other person or firm, offer, promise or give to any of the buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.2 The BIDDER will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.
- 2.4 The BIDDER of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidders(s)/Contractors(s). Further, as mentioned in the Guidelines all the payments made to Indian Agent/representative have to be in Indian rupees only.

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- 2.5 The BIDDER who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2.6 The bidder(s)/Contractor(s) will when presenting their bid, disclose any and all payments made, is committed to or intends to make an agent, brokers or any other intermediaries in connection with the award of the contract.
- 2.7 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or Audit Firm whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Audit Firm in respect of any such intercession, facilitation or recommendation.
- 2.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.9 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

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- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the-BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative 'for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 2.15 The Bidder shall not pass any information provided by the buyer as part of business relationship to others and shall not commit any offence under PC/IPC.
- 2.16 The BIDDER undertakes that it has not supplied/ is not supplying same quantity with similar specification product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Tender notified by Ministry/Department of the Government of India or PSU or a Public Sector Bank and if it is found at any stage that same quantity with similar specification product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of Government of India or a PSU or a Public Sector Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

With regard to OEMs or manufacturers having proprietary rights against a PAC certificate, such bidders undertake that in case it supplies or quotes a lower rate to other government, public sector, or private organizations, it would reimburse the excess. If necessary, negotiations would be called for to get prices reduced.

The provisions of fall clause will however not apply to the following:

- (i) Sale of goods or services as original equipment prices lower than the price charged for normal replacement.
- (ii) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State

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Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

ARTICLE 3 - EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS/SUBCONTRACTORS

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

- 3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors who shall take responsibility of the adoption of the integrity pact by the sub-contractors.
- 3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.
- 3.3 In case of joint venture, all the partners are required to sign the integrity pact.

ARTICLE 4: PREVIOUS TRANSGRESSION

- 4.1 The Bidders to disclose any transgressions with any other public/ government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason. If the bidder makes incorrect statement on the subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".
- 4.3 The imposition of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression. Buyer shall reserve the right to debar the BIDDER from participating in future bidding processes of- the Bank for a

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minimum period of five years, which may be further extended at the discretion of the BUYER.

- 4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.
- 4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.
- 4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

ARTICLE 5: CRIMINAL LIABILITY

If the BUYER obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the buyer has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer of the Bank.

ARTICLE 6: COMPENSATION FOR DAMAGES

- 6.1 If the BUYER has disqualified the BIDDER from the tender process prior to the award on account of Violation of Article 2, the BUYER is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 6.2 If the BUYER has terminated the contract on account of Violation of Article 2, or if the buyer is entitled to terminate the contract on account of Violation of Article 2, the BUYER shall be entitled to demand and recover from the BIDDER liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

ARTICLE 7: SANCTION FOR VIOLATIONS

- 7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-
 - (i) To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.

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- (ii) The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- (v) To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
- (vi) To disqualify the bidders and exclude them from future business dealings as per the existing provision of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines as applicable.
- (vii) To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.
- (viii) In cases where irrevocable Letters of Credit have been received in respect of any-contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (ix) Action as per the procedure mentioned in the "Guidelines on Banning of business dealing" may be taken.

- 7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1[i] to [ix] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988, GFR 2017 as amended from time to time or any other statute implemented for prevention of corruption or any other financial regulations.
- 7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.

ARTICLE 8: INDEPENDENT EXTERNAL MONITOR

- 8.1 The BUYER has appointed Independent" External Monitor [hereinafter referred to as Monitor] for this Pact in consultation with the Central Vigilance Commission. They are,

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Name: Address: Mobile: Email:	Name: Address: Mobile: Email:
--	--

- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations.
- 8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor on report of complaints shall examine the complaints received and shall give their recommendations/view to the Chief Executive of the BUYER at the earliest. IEM may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious irregularities having a specific, verifiable vigilance angle, the matter shall be reported

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directly to the Vigilance Commission. IEMs shall tender their advice on complaint within 30 days.

- 8.9 The word '**Monitor**' would include both singular and plural.
- 8.10 The Monitor Shall have access to all the documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents /records/information having National security implications and those document which have been classified as Secret/Top Secret are not to be disclosed.
- 8.11 The Monitor may also look into any issues specifically raised before them, relating to execution of contract after award of contract.
- 8.12 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

ARTICLE 9: DISPUTE RESOLUTION:

- 9.1 In the event of any dispute between the and the contractor relating to those contracts where Integrity Pact is applicable, in case both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMS in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of Monitors, the BUYER shall have the right to take further action as per the terms and conditions of the contract. The fees/expenses for dispute resolution shall be equally shared by both parties.
- 9.2 The Monitor will submit a written report to the designated Authority of BUYER within 4 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

ARTICLE 10: LAW AND PLACE OF JURISDICTION

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

ARTICLE 11: OTHER LEGAL ACTIONS

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

ARTICLE 12: VALIDITY

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

ARTICLE 13: CODE OF CONDUCT

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

ARTICLE 14: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and no alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

ARTICLE 15: OTHER PROVISIONS

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

- 15.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.
- 15.2 If the BIDDER is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Audit Firm, the Pact must be signed

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by a representative duly authorized by Board resolution. In case of joint venture, all the partners are required to sign the integrity pact.

- 15.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 15.4 Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall be first referred to IEM, who, then after examination, referred to CVC through Vigilance Dept.
- 15.5 Issues like warranty/Guarantee etc. shall be outside the purview of IEM.
- 15.6 In the event of any contradiction between the Integrity Pact and its annexures, the clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity pact at on

BUYER
Name of the Officer
Designation
Odiha Grameen Bank

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1.
2.

Witness
1.
2.

ANNEXURE VII- LAND BORDER SHARING CERTIFICATE

**To
The General Manager
Odisha Grameen Bank
Inspection Department
Gandamunda, Khandagiri
Bhubaneswar**

Madam/ Dear Sir,

Your tender No.

Bidder Name:

"I have read the provisions of the order ref: 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance and the specific clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Signature of Competent authority

Date:

POST CONTRACT ANNEXURES

ANNEXURE -VIII– COMPLIANCE TO MINIMUM WAGE

The General Manager
Inspection Department
Gandamunda, Khandagiri
Bhubaneswar- 751030

Madam/ Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: Your Purchase Order No ____ dated _____

We refer to your purchase order no. Dated / Service Level Agreement awarding contract for Conduct of Continuous Functional Audit of CBS at Odisha Grameen Bank

In this regard we confirm that the employees engaged by our Audit Firm to carry out the services in your Bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act currently in force. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria. We further authorize the Bank to deduct from the amount payable to the Audit Firm under the contract or any other contract of the Audit Firm with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary" stipulated by government in the Act by your Audit Firm.

Authorised Signatory:

Name and Designation:

Office Seal with date:

Place:

Date:

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ANNEXURE -IX- PROFORMA OF BANK GUARANTEE (PERFORMANCE)

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____
Two Thousand Twenty

BY:

_____ Bank, **(* a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings) Act, 1970**, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Odisha Grameen Bank, having its Head Office at Bhubaneswar, Odisha- 751030 (hereinafter referred to as "**Bank**", which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

A) WHEREAS the Bank, on _____ has concluded a Contract as per Purchase Order ref:with _____ a Audit Firm within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at _____ for supply, installation of solution at its Branches / Regional Offices and other offices located across the country and to carry out activities as stipulated in clause of the RFP (hereinafter collectively called ".....").

1. **AND WHEREAS** pursuant to the Bid Documents, purchase order, and the other related documents (hereinafter collectively referred to as "the said documents"), the Bank has agreed to purchase from M/s.....who has agreed to provide to the Bankthe said , more particularly described in the said documents, subject to payment of the price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.
2. **AND WHEREAS** pursuant to the above arrangement, the Bank, has concluded a Contract, with M/s. on (Hereinafter referred to as "the Audit Firm" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), subject to the terms and conditions contained in the said documents and the Audit Firm has duly confirmed the same.
3. **AND WHEREAS** in terms of the Contract stated in the said documents, the Audit Firm has agreed to warrant comprehensive maintenance of the entire..... including the System, software, components and accessories supplied and to provide an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank acceptable to the Bank for securing the Bank towards faithful-

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observance and performance by the Audit Firm of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

4. **AND WHEREAS** at the request of the Audit Firm, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____(Rupees _____ only) towards faithful observance and performance by the Audit Firm of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

5. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Bhubaneswar forthwith, an amount of Rsas aforesaid due to the Bank from the Audit Firm, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the **Audit Firm** in providing comprehensive maintenance as per the warranty, AMC and contractual terms and in the observance and performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the **Audit Firm**. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the **Audit Firm** or any dispute between the Bank and the **Audit Firm** pending before any Court, Tribunal, Arbitrator, or any other authority.
1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
 2. The Bank shall be the sole judge to decide whether the **Audit Firm** has failed to perform the terms of the Contract in providing comprehensive maintenance as per the warranty, AMC and contractual terms by the Audit Firm to the Bank, and on account of the said failure what amount has become payable by the **Audit Firm** to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
 3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank
 4. The liability of the Guarantor, under this Guarantee shall not be affected by
 - i) any change in the constitution or winding up of the Audit Firm or any absorption, merger or amalgamation of the **Audit Firm** with any other Audit Firm, corporation or concern; or

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- ii) any change in the management of the **Audit Firm** or takeover of the management of the **Audit Firm** by the Government or by any other authority; or
- iii) acquisition or nationalisation of the **Audit Firm** and/or of any of its undertaking(s) pursuant to any law; or
- iv) any change in the constitution of the Bank / **Audit Firm**; or
- v) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
- vi) The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

6. Notwithstanding anything to the contrary contained herein:

- i) Our liability under this Bank guarantee shall not exceed Rs _____ (Rupees _____ only) and
- ii) This Bank guarantee shall be valid up to and till only, being the date of expiry of the Guarantee and
- iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before. (**) being the date of expiry of the claim period"

7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the **courts of Bhubaneswar city** where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

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

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

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.

ANNEXURE -X-FORMAT FOR NON-DISCLOURE AGREEMENT

THIS AGREEMENT made and entered into at Bhubaneswar on this the.... day of.....2025 between **Odisha Grameen Bank** having its Head Office at Bhubaneswar- 751030, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

..... a Audit Firm incorporated under the Companies Act 1956 with its registered office at and its local office at hereinafter called the "AUDIT FIRM" which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and in the course of such business activity intend to implementsolution at its Organization.

The Bank has short-listed the Audit Firm after completion of tendering process for procurement of "....." in its office. The details of such activities are as per Purchase Order ref issued by the Bank, duly accepted by the Audit Firm.

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

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

1. Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records **of Bank or Bank's customer**. The Audit Firm may use the information solely for and in connection with the purpose the information was conveyed.

2. Use of Confidential Information.

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

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- ii. The Audit Firm shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.
- iii. The Audit Firm shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Exemptions

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

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

4. Term

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

The obligation under NDA shall survive the expiration/termination of the original contract referred and the obligations contained herein shall continue indefinitely as long as the underlying information remains confidential. The obligations of the Audit Firm respecting

disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

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

6. Return of confidential information:

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

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

7. Remedies:

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

8. Entire Agreement:

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

9. Indemnity:

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

The Audit Firm agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Audit Firm would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations

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or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the Audit Firm. The firm agrees that the amount of compensation as decided by the Bank will be final.

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

10. Severability:

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

11. Dispute Resolution Mechanism:

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

12. Jurisdiction:

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

13. Governing laws:

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

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

BANK
(Authorized Signatory)

AUDIT FIRM
(Authorized Signatory)

ANNEXURE –XI-DO'S AND DON'TS FOR AUDITORS

DOs:

The Auditors should

1. Exercise objectivity, honesty, independence, diligence and professionalism in the performance of their duties and responsibilities
2. To maintain utmost secrecy with regard to inspection program and its findings
3. Auditors to display team spirit and avoid misunderstandings/ arguments in the presence of auditees.
4. To act in a normal friendly fashion and help to improve normal working of the department getting audited.
5. Discuss his findings with activity/department officials and try to rectify the defects then and there itself.
6. Give auditees a chance to express their opinion while discussing the issues. Getting proper explanation in a cooperative atmosphere will save precious time.

DON'Ts:

1. Auditor need not act overly reserved or unfriendly in order to maintain his independence as an inspecting officer. A forbidding attitude on his part may well cause others to adopt the same attitude towards him. This can adversely affect the work entrusted to the inspecting officer.
2. Auditor should not get involved in heated argument with auditee.
3. Auditor should not give orders to auditee and seek requirements from the officer assigned to assist him on a particular job. The concerned officer would issue the necessary orders to their employees if he accepts inspector's suggestions and recommendations.
4. Auditor should not delay the submission of audit report
5. Auditor should not discuss sensitive matters of the audit with others
6. Auditor should refrain from entering into any activity which may prejudice their ability to carry out their duties and responsibilities objectively

Declaration:

We advise having gone through the above Do's and Don'ts and note to adhere to the same.

Signature of the Auditor With property stamp

Date:

Place :

Office Seal:

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ANNEXURE –XII- DECLARATION OF FIDELITY AND SECRECY

To

The General Manager
Inspection Department
Gandamunda, Khandagiri
Bhubaneswar- 751030

We

.....
..... **(name and full address)**

Do hereby declare that we will faithfully, truly and to the best of our skill execute and perform the duties required of us.

We further declare that we will not communicate or allow to be communicated to any person not legally entitled thereto of any information relating to the affairs of Odisha Grameen Bank or the affairs of any person having dealing with the Bank, nor will we allow any such person to inspect or have access to any books or documents belonging to or in the possession of the Bank relating to the business of the Bank or to the business of any person having any dealing with the Bank.

Place:

Date: (signature with property stamp)

(In Letterhead of the bidder firm)

ANNEXURE -XIII- SERVICE LEVEL AGREEMENT (SLA)

This **Service Level Agreement ("Agreement")** is executed between Odisha Grameen Bank, having its Head office at Gandamunda, Bhubaneswar- 751030, hereinafter referred to as "**Bank**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST Part.

AND

....., (**Name of the Audit Firm**) a Public/ Private (strike out whichever is not applicable) limited Audit Firm incorporated under the Companies Act, 1956 and having its registered office at..... hereinafter referred to as "**Audit Firm**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND Part.

WHEREAS:

the Bank desires to engage the services of Audit Firm as Service provider for as stated in the scope) of Tender dated.....and issued a Purchase Order (PO) No..... dated This Agreement is valid as per the terms mentioned in PO and Tender (and subsequent amendments, if any) & the existing terms stands continued till renewal of the existing contracts, and for the subsequent renewals thereof as agreed by both the parties

and

Audit Firm has agreed to provide the services described in the PO as per Tender and in this agreement on the terms and conditions set forth in RFP/ PO/ hereunder.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions and Construction.

- 1.1. **Definitions.** The following defined terms used in this Agreement shall have the meanings specified below:
 - 1.1.1. "**Party**" or "**Parties**" shall mean either Bank or the Audit Firm or both, as the case may be.
 - 1.1.2. "**Effective Date**" means the date of acceptance of Purchase Order (PO).
 - 1.1.3. "**Confidential Information**" of the Parties shall mean all information and documentation of each Party, respectively, whether disclosed to or accessed by the other in connection with this Agreement, including (A) with respect to

Bank, (i) all Bank Data, Bank Intellectual Property and all other information of Bank or its providers, customers (including their employees and job applicants), suppliers, contractors and other third parties doing business with Bank, and (ii) any information developed by reference to or use of Bank's Confidential Information, (B) with respect to Bank and the Audit Firm, the terms of this Agreement; provided, however, that except to the extent otherwise provided by Law, the term "Confidential Information" shall not include information that (i) is independently developed by the recipient, as demonstrated by the recipient's written or electronic records, without violating the disclosing Party's proprietary rights, (ii) is or becomes publicly known (other than through unauthorized disclosure), (iii) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, or (iv) is already known by the recipient at the time of disclosure, as demonstrated by the recipient's written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement, and (C) with respect to the Audit Firm, any and all (i) Audit Firm Intellectual Property and New Intellectual Property, (ii) information or documentation relating to Audit Firm's business, business relationships, financial affairs, including financial reports, work plans, and structures, (iii) all other information of Audit Firm or its partners, customers (including their employees), suppliers, contractors and other third parties doing business with the Audit Firm, and (iv) any information developed by reference to or use of Audit Firm's Confidential Information.

- 1.1.4. **"Intellectual Property"** shall mean any patent, copyright, trademark or trade secret applicable to (a) processes, specifications, methodologies, procedures, and trade secrets, (b) software, tools and machine-readable texts and files, (c) literary work or other work of authorship, including documentation, reports, drawings, charts, graphics and other written documentation, and (d) proprietary trade names, brands, logos or slogans.
- 1.1.5. **"Losses"** shall mean any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default, or assessment).
- 1.1.6. **"Services"** shall mean, collectively, the services being provided by the Audit Firm pursuant to this Agreement, and, during the Termination Assistance Period, the Termination Assistance Services.

2. **Services.**

Commencing on the Effective Date and continuing throughout the Term, Audit Firm shall be responsible for providing to Bank: (a) the Services in accordance with the terms of this Agreement and as described in Schedule A, and (b) any incidental services, functions and responsibilities not specifically described in this Agreement, but which are required for the performance and delivery of the Services in accordance with the terms of this agreement.

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3. Commercial Terms:

As per PO No. _____ dated _____

4. Period of Contract:

Period of contract is years from the date of acceptance of the referred Purchase Order i.e., and this agreement will valid till subsequent renewals of contract (if any).

5. Operational Capabilities and Implementation.

- 5.1. Audit Firm shall provide such personnel and such Audit Firm Systems necessary to provide the Services described in Schedule A.
- 5.2. The provision of Services to the Bank and the timelines shall be in accordance with the Scope of Services set forth in Schedule A.

6. Management and Control.

Audit Firm shall be responsible for the successful completion of Services and Audit Firm Customer Relationship Manager shall be the single point of contact for all communications and support in this regard. Audit Firm shall be subject to the Change Control Procedures, which shall provide, at a minimum, that:

With respect to all changes, Audit Firm shall (a) schedule Changes so as not to unreasonably interrupt Bank's business operations, and (b) prepare and deliver to Bank a notice and schedule for any planned Changes prior to the implementation.

Audit Firm shall update the Change Control Procedures as necessary and shall provide such updated Change Control Procedures to Bank for its approval and the same will be confirmed to Audit Firm by the Chief Operating officer.

7. Consents.

Audit Firm shall obtain, maintain and keep current, at Audit Firm's expense, all Consents and Governmental Approvals. Upon Audit Firm's request, Bank shall use its reasonable best efforts to cooperate with and assist Audit Firm in obtaining any such Governmental Approvals, to the extent reasonably possible.

8. Audits Rights.

Upon notice from Bank, Audit Firm shall provide records for inspection and assist Bank, or its designated third party contractor, and/ or Reserve Bank of India and/ or its auditors, if required and advised by the Bank to Audit Firm, with access to and any assistance (including financial records, reports and supporting documentation) that they may require with respect to the Service Locations and the Audit Firm Systems for

the purpose of performing audits or inspections of the Services. **Audit will be limited to documents and all activities connected to the services rendered under this agreement, performance of the services in current project and bidding process documents under this agreement. However, Audit Firm shall not be obligated to provide any internal cost break up, or any records/ data or allow audit/ inspection of any data, records which are not related to services under the agreement.**

9. Bank's Trademarks:

Bank's trademarks, service marks and trade names are the property of Bank, and Audit Firm agrees that it shall not use any of Bank's trademarks, service marks or trade names without Bank's approval. Audit Firm agrees not to register any Bank trademarks, service marks or trade names without Bank's approval. Audit Firm shall not, without Bank's approval, remove or alter any trademark, service mark, trade name, copyright, or other proprietary notices, legends, symbols, or labels appearing on or in materials pertaining to the Services and related documentation delivered to Audit Firm by Bank.

10. Confidentiality.

The Audit Firm shall hold all Confidential Information relating to or obtained from the Bank in strict confidence. Audit Firm shall treat any and all the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information. Except as permitted by this Agreement, neither Party or its Agents shall disclose, publish, release, transfer or otherwise make available Confidential Information of, or obtained from the other in any form to, or for the use or benefit of, any person or entity without the disclosing Party's consent. Each of the Parties shall, however, be permitted to disclose relevant aspects of the Disclosing Party's Confidential Information to its officers, professional advisors, subcontractors and employees, to whom such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement. The obligation as to the confidentiality shall survive even after termination of this agreement.

10. Ownership of Deliverables: On payment of all of Vendor's fees in connection with this Agreement, and subject to the terms and conditions contained herein, Vendor hereby (i) assigns to Bank all rights in and to the Deliverables, except to the extent use of any technologies from the Firm if any..

For purposes of the Agreement (i) "Technology" means works of authorship, materials, information and other intellectual property; and (ii) "Audit Firm Technologies" means all Technology created prior to or independently of the performance of the Services, or created by Audit Firm or its third party or its/their subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon.

11. Additional Covenants.

The Parties covenant and agree that during the Term and Termination Assistance Period:

- 1) The Parties shall comply with all Laws applicable to them and shall obtain all applicable permits and licenses required of them in connection with its obligations under this Agreement;
- 2) Neither party will implement or design unauthorized methods for gaining access to the Bank, Audit Firm Systems, or Confidential Information; and
- 3) In respect of development of Software, the Business logic for the software developed is the sole proprietary of the bank and the same shall not be shared without prior written consent of the Bank.

12. Insurance.

Without limiting Audit Firm's liability to Bank or third parties, Audit Firm will maintain will have and maintain such types and amounts of liability insurance as is normal and customary in the industry generally for parties similarly situated, and will upon request provide the Bank with a copy of its policies of insurance in that regard, along with any amendments and revisions there to. The financial liability of Audit Firm during the tenure of the contract and its subsequent renewals under this or any terms of this agreement other than under insurance total shall not exceed the fee it receives under the agreement.

13. Indemnity:

The Audit Firm, shall indemnify and keep the Bank saved, harmless and indemnified against any claim which may be made against the Bank or loss, which may be suffered by the bank on account of any negligence, fraud, theft, robbery, forgery or any wrongful action/ inaction or breach of this agreement by Audit Firm or its agents or its employees on account of engaging the services from Audit Firm.

The vendor, shall indemnify and keep the Bank saved, harmless and indemnified against any claim which may be made against the Bank or loss, which may be suffered by the bank on account of any gross negligence, fraud, theft, robbery, forgery or any wrongful action/ inaction or breach of this agreement by Audit Firm or its agents or its employees on account of engaging the services from vendor. The term "gross negligence" means a conscious voluntary act or omission in reckless disregard of a legal or contractual duty and of the consequences thereof.

Bank shall indemnify and hold harmless to Audit Firm for all Losses incurred in connection with any third party claim arising due to use or access of Services or Deliverables by any person or entity other than the Bank, except to the extent finally judicially determined to have resulted primarily from the fraud of Vendor.

14. Termination.

The Bank, by written notice sent to the Audit Firm, may terminate the Contract, in whole or in part, at any time for its convenience by giving a cure period of 30 days. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Audit Firm under the contract is terminated, and the date upon which such termination becomes effective.

14.1 Termination for Default:

The Bank, without prejudice to any other remedy for breach of Contract, by giving 30 days written notice of default sent to the Audit Firm, may terminate this Contract in whole or in part:

a) if the Audit Firm fails to deliver the goods/ services within the period(s) specified in the Purchase Order

or

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

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, goods and related services, similar to those undelivered, and the Audit Firm shall be liable to the Bank for any excess costs for such similar Hardware and related services subject to the maximum cap of 10% of the undelivered portion. However, the Audit Firm shall continue performance of the Contract to the extent not terminated.

14.2 Termination for Insolvency:

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

14.3 Termination for other actions:

The bank has the right to terminate the agreement with immediate effect if the Audit Firm is blacklisted or in case any fraud, forgery, theft, robbery or any wrongful action/ inaction or breach of this agreement caused by Audit Firm or its agents or its employees.

15. Termination Assistance.

- 15.1 Audit Firm shall, upon Bank's request, continue the performance of the Services during the Termination Assistance Period. The quality and level of performance during the Termination Assistance Period shall not be degraded. After the expiration of the Termination Assistance Period, Audit Firm shall (i) provide support to the extent of answering questions from Bank regarding the Services on an "as needed" basis and (ii) deliver to Bank any remaining Bank-owned reports and documentation still in Audit Firm's possession.
- 15.2 Each Party shall, upon the later of (i) the expiration or termination of this Agreement and (ii) the last day of the Termination Assistance Period (the "End Date"):
- (a) return, destroy or erase all Intellectual Property of the other Party; and
 - (b) return to the other Party all assets owned, licensed or leased by the other Party.

16. Resolution of Disputes :

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

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

Any dispute or difference whatsoever arising between the parties and of or relating to construction, operation or effect of this contract or the validity or the breach thereof, shall be settled by Arbitration in accordance with the Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties. **Courts of Bhubaneswar city** shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

17. Force Majeure:

No Party shall be liable to the other Party hereto for delays in performance of its obligations hereunder due to riot, act of God, war, fire, flood, invasion, earthquake, epidemics, interruption of transportation, embargo, explosion, strike, lockout or other

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labour troubles, actions of governmental authority, or any other causes similar to the forgoing which are beyond the reasonable control of such Party; the performance of obligations hereunder shall be suspended during, but no longer than, the existence of such cause. Performance of obligations is excused only for the time delay imposed by such causes and only to the extent that alternative means of performance are unavailable. If either Party is affected by Force Majeure it shall forthwith notify the other Party of its nature and extent.

18. Assignment to Fourth Party or SubContracting

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

19. Notices:

Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be sent by e-mail, facsimile or delivered by hand or post.

If to the Bank:

Postal Address:
Email:

If to the Vendor:

Postal Address:
Email:

20. Deliverables & Timelines

The Audit Firm Shall deliver the following reports in timely manner, meeting the expectations of Bank.

	Deliverables/ Report	Timelines		
		Audit Completion	Draft Report	Final Report
	Monthly Audit report for continuous Functional Audit of CBS.	By last date of the month	With in 10 Days of Next Month	With in 24 Days of Next Month

21. Penal Clauses

The deliverables are critical and delay in deliverables has impact on Bank in terms of regulatory and SCA perspective. The same shall be monitored and assessed during periodic Vendor performance Review. Bank shall levy penal charges as deemed fit and deduct it Base professional fees on the monthly payment invoice.

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Following are the general illustrative penal clauses

- If Bank observes inconsistent delay in deliverable for more than 2 months, the vendor shall liable for the same and penalized at 1% on the Base professional fees of the month.
- If Bank observes delay in deliverable for more than 3 months and observed as persistent delay with more than 01 instance, the vendor shall liable for the same and penalised at 2% on the Base professional fees of all the monthly payment invoice where delay in deliverable is observed.
- In case of persistent delays observed for more than 2 instances upto 5 instances attributing to delay for more than 2 or 3 months against the set timelines, the vendor shall be liable for penal charges at 3%.
- If the instances repeat for more than 5 instances the penal charges shall be at 5% to 10% as decided by the competent authority.

22. Performance Review

The Audit Firm will under Quarterly Performance Review by the Bank

23. Waivers:

No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

24. Entire Agreement:

This Agreement and the Schedules to this Agreement represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

25. Amendments:

No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the Parties.

26. Governing Law and Jurisdiction:

This Agreement and the relationship between hereto shall be governed by the laws of India. The parties to this agreement shall submit to the jurisdiction of courts in Bhubaneswar.

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Other terms and conditions:

- a) Audit Firm to do complete background check of the proposed Auditors and give declaration to the Bank in this regard.
- b) Audit Firm has to submit a letter duly signed by his employees wherein the Audit Firm will identify his employee as a person deputed to the Bank for discharging duties in terms of the agreement with the bank and the employee undertaking to abide by all the rules and regulations of the bank while discharging his duties in the Bank.
- c) Audit Firm has to obtain Non-Disclosure Cum Confidentiality undertaking letter from each of the employee for deputation to the Bank. In the said undertaking, the employee should also hold himself jointly liable along with his employer for any loss or damage caused to the bank because of any breach of terms of undertaking letter or any other terms specified by the bank in writing.

IN WITNESS WHEREOF, each of Bank and Audit Firm has caused this Agreement to be signed and delivered by its duly authorized representative on the day, month and the year first written

For Odisha Grameen Bank Signature	For Audit Firm Signature
Name:	Name:
Title:	Title:
Date:	Date:

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SCHEDULE A to SLA

1. Scope of Services/ Technical Specification/ Terms and Conditions:

As per referred RFP/ PO terms and its subsequent amendments (if any).
The Audit Firm agrees and undertakes the assignment to perform a continuous functional Audit of the Core Banking Solutions (CBS) of the Bank in the following areas:

Sl. No.	Area
(a)	Checks on General Ledger (GL) and Schemes
(b)	Checks on Account Master Related (Data Sanity & Correctness)
(c)	Checks for Revenue Leakages and Excess Charging (Interest Rate & Charges)
(d)	Review of Transaction in CBS
(e)	Review of CBS Help Desk Operations
(f)	CBS MIS and Reports (Availability, Integrity and Accuracy)
(g)	Any other specific aspects or areas observed or required by Regulator

The Scope is detailed below

Sl. No	Area	Details of Audit
1.	General Ledger and Scheme Code	<ol style="list-style-type: none"> Any new GL Code/ Sub Code created with proper authentication/ authorization and as per the specification provided by the user department/ circular published/ extant guidelines/ SOP and mapped to correct scheme codes. Any new scheme codes created with proper authentication/ authorization and scheme parameters are as per the specification provided by the user department/ circular published/ extant guidelines. Review of existing scheme parameters/ Any change in the scheme parameters of GL/ Loan/ CC & OD/ TD/ RD/ CASA with proper authentication/ authorization. Checking of integrity between Source and GL.
2.	CIF and Account Master Related Gaps (Data Sanity & Correctness)	<ol style="list-style-type: none"> Checking discrepancies in opening and usage of CIF ID (e.g. CIF ID opened with junk data and fraudulent transactions routed through the accounts opened under the CIF ID thereby violating KYC/AML guidelines). Checking discrepancies in system validations related to junk data feeding (mobile number, OVD, DOB, Occupation Code etc.) in CIF master. Checking discrepancies in opening of Loan/CC/OD/PC account master: <ol style="list-style-type: none"> account opened under incorrect GL/ Scheme code

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- b. account opened with limit/ loan amount breaching the minimum/ maximum limit/ loan amount criteria fixed for the scheme
- c. account opened with incorrect interest details (interest rate pegging/ frequency/ compounding)
- d. account opened with incorrect repayment schedule (Instalment type (EMI/non-EMI)/ Instalment amount/ tenor/ moratorium period)
- e. account opened with incorrect BSR codes and other MIS codes
- f. account attached with incorrect security details/ insufficient security values
- g. discrepancy in other critical details in the account master
- 4. Checking discrepancies in opening of Non-Fund Based account master
 - a. account opened under incorrect limit nodes
 - b. account opened with incorrect limit details/ guarantee amount/ LC amount/ other LC & BG details
 - c. account opened with incorrect commission/ charges
 - d. discrepancy in other critical details in the NFB account master
- 5. Checking discrepancies in opening/ operation/ closure of Loan/CC/OD/PC/Bills/Bank Guarantee/Letter of Credit/ other Fund-based and non-fund-based advances
- 6. Checking discrepancies in Limit Node Maintenance
- 7. Checking discrepancies in Renewal and Review of CC/Loan/Non-Fund based accounts.
- 8. Checking discrepancies in Discretionary Power while opening/ renewing/ reviewing of CC/ Loan/ Non-Fund based accounts.
- 9. Checking discrepancies in CGTMSE/CGFMU coverage of accounts
- 10. Checking discrepancies in Priority Sector Lending (PSL) classification of accounts in CBS
- 11. Checking discrepancies in Retail/Agri/MSME/Corporate (RAMC) classification in CBS
- 12. Audit on NPA automation/ IRAC
- 13. Checking discrepancies in opening of CASA/ Deposit account master:
 - a. account opened under incorrect GL/ Scheme code
 - b. account opened with incorrect interest details
 - c. account opened for ineligible customer type/ constitution
 - d. discrepancy in other critical details in the account master
- 14. Checking discrepancies in opening/ operation/ closure of CASA/ Deposit accounts

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		15. Checking discrepancies in Overdue Deposits and Maturity of Deposits.
3.	Checking of Revenue Leakage/ Excess Charging	<ol style="list-style-type: none"> 1. Verification of interest rates charged to Loan/CC/OD/PC accounts (existing and newly opened accounts) vis-à-vis circulars issued by the Bank from time to time <ol style="list-style-type: none"> a. 100% interest rate checking in case of schematic advances (advances where scheme level interest rates are advised by Bank through circulars from time to time) b. 100% interest rate checking in case of advances sanctioned at CO level (interest rates checking to be based on sanction letter) c. Sample interest rate checking in case of advances sanctioned at RO level (samples from all ROs to be taken and interest rate checking to be based on sanction letter) d. 100% verification of other interest related parameters like Pegging Flag, Pegging Frequency, Interest Collection flag, Interest Compounding Frequency etc. at account level e. Verification of interest application; whether interest amount is applied/ posted to the accounts timely as per the scheme guidelines. f. Verification of interest reversals/ interest credit instead of debit 2. Verification of all interest related parameters at scheme level; whether they are updated timely and correctly and are as per the circular published/ user department requirements. 3. Verification of parameters set in the charges and commission tables; whether they are updated timely and correctly and are as per the circular published/ user department requirements 4. Verification of changes made in interest rate/ fees/ charges/ commission tables and changes are in accordance with written instructions from user departments 5. Verification of commission/charges collected during the month vis-à-vis service charges circular in force 6. Verification of interest rates in SB/Deposit accounts <ol style="list-style-type: none"> a. 100% checking of interest rates applied in all SB accounts (existing and new); whether interest rates are applied as per the circular in force b. 100% checking of interest rates applied in Deposit accounts (newly opened during the month); whether interest rates are applied as per the circular in force 7. Review of controls in CBS to restrict income leakage and excess charging to customer.

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		<ul style="list-style-type: none"> 8. Verification of application of penal charges; whether penal charges are applied as per Bank/ RBI guidelines 9. Correct implementation of SOL level parameters such as SOL categorization, classification etc. which have impact on revenue leakage
4.	Transaction Related Review	<ul style="list-style-type: none"> 1. Daily checking of high value transactions and unusual transactions 2. Checking any transaction not verified and remained in entered/ posted status. 3. Checking of transactions whether they are in conformity with Bank's guidelines/ maker checker principle. 4. Checking Standing Instructions/ Mandates whether they are timely executed/ vouched 5. Erroneous transactions and reversals 6. NEFT/RTGS failures and their timely refund to customer 7. Govt related transactions and disbursements and its errors/ failures 8. Subsidy related transactions and disbursements
5.	CBS Help Desk Operation	<ul style="list-style-type: none"> 1. Redressal of complaints lodged by the branches <ul style="list-style-type: none"> a. Complaints are properly categorized and assigned b. Complaints are addressed properly and timely c. Critical review of complaints related to income leakage and excess charging.
6.	MIS and Reports	<ul style="list-style-type: none"> 1. Verification of usability and correctness of Finacle reports 2. Checking anomalies in daily GL Balance sheet, P&L Statement of Bank as a whole. 3. Data integrity and correctness.
7.	Others	Any other specific aspects or areas observed or required by Regulator

***** **END OF RFP** *****

Odisha Grameen Bank

Integrity Pact Format

Preamble

This Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 20____, between,

on one hand, **Odisha Grameen Bank** acting through Shri _____, _____, (designation of the officer) of Odisha Grameen Bank, a Regional Rural Bank and an enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part

And

M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

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

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

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

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

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesses as under:

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

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

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

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

Article 1: Commitments of the BUYER

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

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

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

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

Article 2: Commitments of the BIDDER

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

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

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

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

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

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

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

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

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

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information

contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.

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

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

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined and prescribed under Section 6 of the Companies Act 1956 and as defined and prescribed under Section 2(77) of the Companies Act 2013 and the relevant Rules made there under.

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

Article 3: Disqualification from tender process and exclusion from future contracts

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

Article 4: Compensation for Damages

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

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

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

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

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

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

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

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

Article 6: Previous Transgression

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

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

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

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

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

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

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

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

Article 8: Earnest Money (Security Deposit)

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

- (i) Bank Draft or a Pay Order in favour of
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur

whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.

(iii) Any other mode or through any other instrument [to be specified in the NIT/LTE/RFP].

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

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

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

Article 9: Sanction for Violations

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

i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.

ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.

v. To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.

vi. To debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

vii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.

viii. In cases where irrevocable Letters of Credit have been received in respect of any-contract signed by the BUYER with the BIDDER, the same shall not be opened.

9.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 9.1[i] to [viii] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

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

Article 10: Independent External Monitors

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

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

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

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

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

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

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

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

10.8 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the Monitor, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

10.9 The Monitor is expected to submit a written report to the designated Authority of BUYER within 30 days from the date of reference or intimation to him by the

BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

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

Article 11: Facilitation of Investigation

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

Article 12: Law and Place of Jurisdiction

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

Article 13: Other Legal Actions

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

Article 14: Validity

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

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

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

Article 15: Code of Conduct

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

Article 16: Examination of Books of Accounts

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

Article 17: Legal and Prior Rights

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

Article 18: Other Provisions

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

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

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

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

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

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

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

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

Undertaking for Custom Bid for Services Creation on GeM

File No. GEM/GARPTS/06022026/FEXIENFJY3SY

Date: 06/02/2026

Subject: Undertaking for Creation of Custom Bid for Services required on GeM

1. Services required: Continuous Functional Audit of Core Banking Solutions of Odisha Grameen Bank is required from External Auditors on monthly basis.
2. Search String: Engagement of External Auditor/ Consultant services for conducting continuous Functional Audit of core banking solution (CBS-Finacle).
3. GARPTS ID: GEM/GARPTS/06022026/FEXIENFJY3SY
4. Categories which will be selected for sending notification from GeM: Engagement of External Auditor/ Consultant services for conducting continuous Functional Audit of CBS- Finacle.

5. Undertaking:

I acknowledge that the creation of a custom bid for services is an exceptional process, warranted only when categories are unavailable on GeM for required services.

I, Smt. Satyabati Sahoo, undertake to the following:

1. Our office/ organization has diligently conducted a comprehensive search using the provided search parameters, confirming the absence of relevant categories for services.
2. To the best of our knowledge, our office/organization has provided an accurate and detailed description of the required services in para 1 above.
3. We have meticulously selected the most relevant categories for notification in para 1 above.
4. Our office/organization stands fully prepared to justify the necessity for a custom bid for services to GeM upon request.


S.Sahoo
General Manager
Odisha Grameen Bank
Inspection Department
Head Office
Bhubanesware, Odisha

