



ODISHA GRAMYA BANK

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

RFP Ref No. OGB/RFP/ITD/CBS/003/2022-23 dated 19th May 2022
REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF AUDITOR FIRM FOR MIGRATION AUDIT OF
CORE BANKING SYSTEM (CBS) FROM FINACLE 7.0.18 TO FINACLE 10.2.25

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of Odisha Gramya Bank (OGB), is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by OGB to any parties other than the applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their Proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. OGB 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 document. OGB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Note: Bids will be opened in the presence of the representatives who are authorized by the bidders to attend the bid opening meeting(s) and the representative shall carry letter authorising him / her to participate in the meeting on behalf of the company along with the Identity Card issued by the bidding entity.

Contents

Contents 2

Checklist..... 6

Abbreviations and Acronyms..... 7

Section 1 - Bid Schedule and Address..... 8

Section 2 - Introduction 9

2.1 About OGB: 9

2.2 Objective of this RFP:..... 9

2.3 Cost of the RFP 9

2.4 Due Diligence 9

2.5 Ownership of this RFP..... 9

2.6 Introduction 9

Section 3 – Scope of Work..... 10

Section 4 - Eligibility Criteria 15

4.1 Eligibility Criteria 15

4.2 Integrity Pact 17

Section 5 - Instruction to Bidders 18

A. The Bidding Document 18

5.1 RFP 18

5.2 Cost of Bidding 18

5.3 Clarifications of Bidding Documents and Pre-bid Meeting 18

5.4 Amendment of Bidding Documents 18

B. Preparation of Bid..... 19

5.5 Bid Price..... 19

5.6 Bid Cost and Exemptions 19

5.7 Earnest Money Deposit (EMD) and Exemptions..... 19

5.8 Return of EMD..... 19

5.9 Forfeiture of EMD 19

5.10 Period of Validity of Bids 20

5.11 Extension of Period of Validity 20

5.12 Format of Bid..... 20

5.13 Signing of Bid..... 20

C. Submission of Bid..... 20

5.14	Bid Submission modes	20
5.15	Bid contents	21
5.16	Bid Submission	21
5.17	Bid Currency	21
5.18	Bid Language	22
5.19	Rejection of Bid	22
5.20	Deadline for Submission	22
5.21	Extension of Deadline for submission of Bid	22
5.22	Late Bid	22
5.23	Modifications and Withdrawal of Bids.....	22
5.24	Right to Reject, Accept/Cancel the bid.....	22
5.25	RFP Abandonment	22
5.26	Bid Evaluation Process	22
5.27	Contacting OGB	23
Section 6 - Bid Opening		23
6.1	Opening of Bids	23
6.2	Opening of Technical Bids.....	23
6.3	Opening of Commercial Bids	23
Section 7 - Bid Evaluation		23
7.1	Preliminary Examination of Eligibility Criteria	23
7.2	Evaluation of Technical Bids	24
7.3	Evaluation of Commercial Bids:.....	24
7.4	Successful Evaluated bidder:	24
7.5	Declaration of Results:.....	24
Section 8 - Terms and Conditions		24
8.1	Definitions	24
8.2	Interpretation.....	26
8.3	Notification of Award / Purchase Order	26
8.4	Term of the Order	27
8.5	Acceptance Procedure	27
8.6	Performance Bank Guarantee	27
8.7	Taxes and Duties	27
8.8	Service delivery Addresses:	27

8.9	Service Level Agreement (SLA) Expectation:	28
8.10	Penalty Clauses:	28
8.11	Payment Terms:	28
8.12	Confidentiality.....	29
8.13	Amendments to the Agreement.....	29
8.14	Indemnity	29
8.15	Bidder's Liability.....	30
8.16	Extension of RFP/Contract.....	30
8.17	Order Cancellation	30
8.18	Termination of Contract	31
8.19	Effect of Termination	31
8.20	Merger and Amalgamation.....	32
8.21	Force Majeure	32
8.22	Corrupt and Fraudulent Practices.....	33
8.23	Resolution of Disputes	33
8.24	Compliance with Applicable Laws of India.....	34
8.25	Legal Compliances:.....	34
8.26	Intellectual Property Rights:.....	35
8.27	Applicable Law and Jurisdiction	35
8.28	No Damage of OGB Property.....	35
8.29	Fraudulent and Corrupt Practice	35
8.30	Master Service Agreement and Invoice Raising Mechanism	35
8.31	Governing Language	35
8.32	Wage Payment to Resources	36
8.33	Addresses for Notices	36
Section 9 – Documents & Forms for Technical Bid.....		37
Annexure A – Covering Letter for EMD		37
Annexure B - Bid Security (Bank Guarantee)		38
Annexure C - Bid Offer Form (without Price).....		39
Annexure D - Bidder Information (To be filled in online Form)		41
Annexure E - Declaration for Clean Track Record.....		42
Annexure F - Declaration for Acceptance of RFP Terms and Conditions		43
Annexure G - Declaration for Acceptance of Scope of Work		44

Annexure H - Format Power of Attorney	45
Annexure K - Integrity Pact.....	46
Annexure L- Escalation Matrix.....	56
Annexure M - Track Record for Past Experience	57
Annexure N – Commercial Bid Form	58
Section 10 - Format for Commercial Bid (Online mode only).....	59
Annexure O - Commercial Bid	59
Section 11 – Documents to be executed by selected bidder	60
Annexure P - Performance Bank Guarantee	60
Annexure Q - Non-Disclosure Agreement.....	62

Checklist

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

1. **₹11,800.00 (Rupees Ten Thousand Eight Hundred only)** including GST towards cost of Bid document in form of Demand Draft issued by any commercial bank in India. The scanned copy of the Demand Draft to be uploaded in e-Procurement portal and the original DD must reach at Head Office of OGB on or before last date of submission of bid along with other documents.
2. Earnest Money Deposit (EMD) in form of Bank Guarantee (BG) amounting to **₹1,00,000/- (Rupee One Lakh only)**. The scanned copy of Bank Guarantee to be uploaded in e-Procurement portal and the hard copy of the BG must reach at Head Office of OGB before last date of submission of bid.
3. Digital Signature Certificate (DSC) of person having power of attorney for submission of bid. Scanned copy of Power of Attorney of Bidder to be uploaded in e-Procurement portal and the hard copy of the Power of Attorney of Bidder must reach at Head Office of OGB before last date of submission of bid
4. Integrity Pact duly signed on stamp paper of ₹100.00. Scanned copy of the integrity pact must be uploaded in e-Procurement portal and physical copy of integrity pact must be delivered at Head Office of Odisha Gramya Bank on or before last date of bid submission.
5. Eligibility Criteria, Technical and Commercial Bids should be prepared in accordance with the RFP document and should be uploaded to e-Procurement portal.
6. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory and uploaded to e-Procurement portal of Bank using DSC.
7. Prices should be quoted in Indian Rupees (INR).
8. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant fields.

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

Abbreviations and Acronyms

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

1	ABH	After Business Hours
2	AMC	Annual Maintenance Contract
3	API	Application Program Interface
4	ATS	Annual Technical Support
5	BFSI	Banking and Financial Sector Institutions
6	BPD	Business Process Definition
7	CBS	Core Banking System
8	CCU	Central Clearing Unit
9	CFS	Corporate Finance System
10	CPU	Central Processing Unit
11	CSS	Current System Study
12	DC	Data Centre
13	DR	Disaster Recovery site
14	DRG	Detailed Requirement Gathering
15	EMD	Earnest Money Deposit
16	ICT	Information and Communication Technology
17	IPR	Intellectual Property Rights
18	ISO	International Standard Organization
19	ITB	Instruction to Bidder
20	MIS	Management Information Systems
21	OEM	Original Equipment Manufacturer
22	NDR	Near Disaster Recovery site
23	PSB	Public Sector Bank
24	PSE	Public Sector Enterprises
25	PSU	Public Sector Unit
26	RAC	Retail Asset Centre
27	RFP	Request for Proposal
28	RPU	Regional Processing Unit
29	SRS	Software Requirement Specification
30	SIT	System Integrated Testing
31	UAT	User Acceptance Testing

Section 1 - Bid Schedule and Address

S.No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/RFP/ITD/CBS/003/2022-23
2.	Date of Issue of RFP	19 th May 2022
3.	Last date for receipt of queries, if any.	25 th May 2022, 14:00 hours
4.	Pre Bid Meeting	26 th May 2022, 11:00 hours
5.	Bid Submission Mode.	Through e-procurement portal: https://odishabank.abcprocure.com/EPROC/
6.	Last Date and Time for submission of bids along with supporting documents through the above	16 th June 2022 on or before 15:00 hours
7.	Last date, time and place for submission of Original Bid Cost (DD), Bank Guarantee towards EMD, Integrity Pact and Power of Attorney.	16 th June 2022 on or before 15:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
8.	Date, time and venue for opening the technical bid.	16 th June 2022 at 16:00 hours at the Bank's Information Technology Department, Bhubaneswar.
9.	Date, time and venue for opening the commercial bid	Will be intimated to technically short-listed bidders.
10.	Name of contact officials for submission of documents as stated in serial No.9 and for any enquiries.	B. K. Patra – General Manager S. S. Acharya – Sr. Manager IT A. Patra- Sr. Manager-IT
11.	Address for Communication / Submission of Bids	The General Manager, Information Technology Dept., Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030.
12.	Contact officials for any clarification.	Mr. B. K. Patra – General Manager - 8169452301 Mr. S. S. Acharya – Sr. Manager IT - 9437285358 Mr. A. Patra – Sr. Manager-IT - 9886123436
13.	Contact e-mail ID	procurement@odishabank.in
14.	Contact details of Independent External Monitor	Name: Vinayaka Rao Turaga email: tvrao56@gmail.com

Note:

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

Section 2 - Introduction

2.1 About OGB:

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

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

2.2 Objective of this RFP:

Odisha Gramya Bank (hereinafter referred to as "Bank") invites Request for Proposal (hereinafter referred to as "RFP" or "Tender") for Selection of Auditor for audit of Core Banking System (hereinafter referred to as "CBS") migration from Finacle 7.0.18 to Finacle 10.2.25.

Bidders with unsatisfactory past record need not apply.

2.3 Cost of the RFP

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

2.4 Due Diligence

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

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

2.5 Ownership of this RFP

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

2.6 Introduction

OGB has signed a contract with M/s EIT Services India Pvt. Ltd. for migration of CBS from Finacle 7.0.18 to Finacle 10.2.25. The migration period is 10 months from date of contract and the CBS will go-live with Finacle 10.2.25 after completion of migration process.

M/s EIT Services India Pvt. Ltd. will also provide Facility Management Services (FMS) for a period of 5 years from date of go-live with Finacle 10.2.25.

The Odisha Gramya Bank (OGB) intended to engage an Audit Firm for end to end Migration Audit of CBS from Finacle 7.0.18 to Finacle 10.2.25 as well as the related servers, licenses and support services provided by the Service Provider.

Section 3 – Scope of Work

The Bank intends to appoint a third party auditor (hereinafter referred to as “Auditor”) for providing Hardware & Software sizing compliance, Data Migration Assurance and overall to ensure completeness, accuracy, consistency, integrity, stability & smooth transition of centralized CBS data from the source system (Finacle 7.0.18 to the target system Finacle 10.2.25)

1. The bidder is expected to propose the migration audit strategy covering all critical aspects that is suitable to the bank considering various areas of audit requirements.
2. The Bank has entrusted M/s. EIT Services India Pvt. Ltd. for overall project for CBS migration including supply of required servers, hardware and software along with data migration from the source system to the target system and the Bidder is expected to liaison with the vendor to gain knowledge in the migration strategy, plan the migration methodology and the tool used for the migration process and is required to review the activities pointing out the deficiencies in the early stages itself to plug in the deficiencies noted.
3. The scope of work defined for M/s EIT Services India Pvt. Ltd. can be referred from the tender document available in Bank’s website www.odishabank.in under head “RFP for CBS Migration to Finacle 10.x Odisha Gramya Bank” vide OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022 and its 7 (seven) numbers of amendments.
4. The bidder should plan for Migration Audits with following minimum audit stages but not limited to and the audit should be initiated within 3 days of notification of the same.

SL no	Scope of Audit	Audit Location	Days of audit	Report should be submitted within
1	Verification of Hardware and OS delivered	DC Chennai	3 days	3 days
2	Verification of Hardware and OS delivered	DRC Hyderabad	3 days	3 days
3	Verification of Software and application licenses supplied	Remotely from Head Office of OGB	3 days	3 days
4	Audit of migrated CBS before go-live and after 2 nd round of testing with Finacle 10.2.25 along with all payment channels integration, peripheral services	Head Office of OGB	15 days	10 days

SL no	Scope of Audit	Audit Location	Days of audit	Report should be submitted within
5	Post go-live audit of all data of CBS migrated from Finacle 7.0.18 to Finacle 10.2.25 and optimized operation of peripheral servers & services, payment channels and submission of data assurance report	Head Office of OGB	15 days	10 days
6	Compliance report verification and submission of assurance report	Head Office of OGB	5 days	5 days

All audits should be done in compliance with the technical proposal submitted by M/s EIT Services India Pvt. Ltd., RFP for CBS Migration to Finacle 10.x Odisha Gramya Bank vide OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022 and the SoW signed between Bank and SI.

5. The bidder should devise and share a data migration audit plan to cover the scope of audit work with the planned manpower deployed at each stage with specific timelines. The plan should incorporate, but not be limited to, the below indicative stages–
1. The bidder should understand & review the data migration planning by M/s EIT Service India Pvt. Ltd. for entire CBS migration plan from source System (Finacle 7.0.18) to target system (Finacle 10.2.25), including but not limited to –
 - i. Data Migration Strategy & Methodology
 - ii. Data Migration scope
 - iii. Migrated Data Testing Approach
 2. The bidder should also analyses and review the tools/queries/scripts used by M/s EIT Services India Pvt. Ltd. for extraction, data transformation & migration of data.
 3. Review the Data mappings: The bidder is expected to understand & review the mapping of source data to target including the new fields sourced to the target system.
 4. Review the entire migration activity as per audit stages.
6. The data migration assurance is required to cover the entire CBS modules (including Signature Verification System, Single Sign-on and other modules purchased by Bank additionally) and interfaces as mentioned in the referenced RFP for migration of CBS from Finacle 7.0.18 to Finacle 10.2.25. and the data interchange from and to CBS system from the interfaces systems and should broadly cover the following objectives:
1. Assurance process should cover Pre migration and post migration assurance. All programs, logics built for verification should be with use of tools so as to enable-run as per banks requirement.

2. To provide an assurance that 100% data for the critical fields have been properly identified and accurately and completely migrated to relevant data fields in the target system by understanding and validating the migration controls, performing independent verification of Data migrations and by performing automated tool based audit of the data. Bank expects approx.2000- 2500 critical fields for 100% verification purpose.
3. To provide assurance that the data migration process followed by M/s EIT Services India Pvt. Ltd. has built adequate controls on Integrity of Data covering and not limited to confirmation that the data is not altered manually or electronically by a person/program and substitution or overwriting /transposition /transcription in the migrated system.
4. To provide assurance on Completeness of data covering and not limited to confirmation that the entire data records and fields are migrated fully to the relevant and correctly mapped target data tables in the migrated system.
5. Review back up procedure so as to ensure availability of data under conversion ensuring that and not limited to that the data is backed up before migration for future reference or any emergency that may arise out of data migration process.
6. To provide assurance on the consistency of data and ensuring that the field/data called for from the migrated environment is consistent with that of the original application/data.
7. To provide an assurance that the timing and sequence for converting details reviewed.
8. To provide an assurance that the historical data covering the entire CBS including custom modules are correctly & completely migrated into the target system i.e. Data Archival Solution.
9. The bidder is expected to verify and review the error logs pertaining to the migration and post migration period and must liaise with the vendor and make available to the bank a review on the root cause analysis and the actions taken.
10. Further to the detailed analysis, the bidder is expected to identify the gaps in data migration & also covering requirements as detailed above and provide a 'Data Migration Audit Report' stating the gaps identified in the data migration audit.
11. Perform Recurring Gap Analysis: The bidder is expected to work with M/s EIT Services India Pvt. Ltd, the CBS Vendor entrusted with the migration activities to perform recurring gap analysis and ensure that all the gaps/discrepancies identified in the 'Migration Audit Report' are rectified by M/s EIT Services India Pvt. Ltd The gap analysis may require to be repeated until all errors identified are closed. The bidder is expected to provide a 'Final Compliance Report' to certify the quality of data, efficiency of data migration process and stability of the data environment.
12. The bidder is expected to carry out two-three rounds of data migration verification pre migration and one round post migration of data.

13. The Final Compliance Report should include, but not be limited to, the following information.

- a. Review of Data Migration Strategy/methodology followed by M/s EIT Services India Pvt. Ltd.
- b. Review of Data Field Mapping performed by M/s EIT Services India Pvt. Ltd.
- c. Review of Data Migration Tools/ Scripts configured/developed by M/s EIT Services India Pvt. Ltd.
- d. Review of Data Validation Performed by M/s EIT Services India Pvt. Ltd.
- e. Review of logs of data migration activity and confirming as to the identified errors have been rectified by M/s EIT Services India Pvt. Ltd.
- f. Review of Post Data migration activities including GL balance Verification Post Migration & before GO Live. No manual verification is part of the compliance report.

14. Final Compliance Report for a given implementation milestone needs to be submitted within 2 weeks of M/s EIT Services India Pvt. Ltd confirming that gaps mentioned in the 'Migration Audit Report' have been corrected.

7. General Aspects in Scope

The bidder has to provide the detailed project plan with deployment of number of resources, deployment schedule, software / tool used hardware, etc. to arrive at the number of seats required by the vendor. Bank shall not provide any hardware or software other than PCs with basic configuration / OS (Windows). It shall be the sole discretion of the Bank and the vendor shall not have any rights to claim the availability of PCs. Regarding hardware provided by the bank, any installation of software / tool or any change in the configuration should have prior approval from the bank.

In brief, the expectations from the bidder will be–

1. Understand the business requirements of application, which will allow the bidder's team to refer to the business requirements specification and explore the application- under-test (AUT). Attach these requirements to (or auto-generate) Audit cases, establishing a traceable link to the corresponding requirement definition.
2. Bidder should submit document mentioning methodology of Auditing Strategy to identify various functional modules, tools deployed, business operational environment, execution setup, timelines and acceptance criteria.
3. Bidder should be able to calculate the effort needed to spend on auditing each requirement, based on the requirement's level of business risk and available resources.
4. The bidder should also take care of the entire defect life cycle from initial problem detection through fixing the defect and verifying the fix. Therefore, no defect is overlooked or closed before it has been addressed.
5. Bidder shall provide graphs and reports that will help analyse application readiness at any point in the Auditing process. Provide graphs and reports using information about requirements coverage, planning progress, run schedules or defect statistics. Bank can make informed decisions on whether an application is ready to go live.

6. Bidder needs to prepare Audit strategy document listing the resources to be deployed, the roles and responsibilities of the Bank's team members, the execution methodology, reporting methodology, documentation deliverable.
7. Review the Audit results with the Bank. Report the results of the Audit and make recommendations to the authorities that it should be accepted.
8. The bidder is expected to use best in class industry proven safeguards that prevents the misuse of information and appropriately protect the confidentiality, integrity and availability of information systems. Follow industry standards during the whole SDLC Process.
9. Bidder should sign the Service Level Agreement (SLA) based services and SLA tracking system for maintaining operational workflow.
10. Time, being an essential feature of the contract, the selected bidder is expected to successfully complete the Audit and submit all reports as prescribed in table of point# 4 in Section-3. The reports should be submitted in phased manner as per schedule mentioned in the table of point# 4 in Section-3.
11. Final Compliance Report should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/upgradation.
12. In case any bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP. The bidder shall take into consideration future takeover/ merger/ acquisition/ amalgamation of the open source software to/ by other company. The bidder should give an undertaking stating the continuation of support of the open source software used if any.
13. The Bidder shall also ensure that the software does not and shall not contain any computer code or any other procedures, routines or mechanisms to:
 - i. Disrupt, disable, harm or impair in any way the software (or other applications installed on the system the software is installed or interacts with) orderly operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices).
 - ii. Cause the software to damage or corrupt any of the Banks' or its clients' data, storage media, programs, equipment or communications, or otherwise interfere with the Banks operations, or
 - iii. Permit the Bidder and/or its personnel and/or its licensors and/or any other third party, to access the software (or any other software or Banks computer systems) to cause such disruption, disablement, harm, impairment, damage or corruption (sometimes referred to as "traps", "access codes" or "trap door" devices).

The scope of work shared above is only indicative and non-exhaustive. The bank and successful bidder will prepare an exhaustive list of work to be conducted during the audit.

8. Proposed Solution and Approach

Bidder is expected to provide their Approach and methodology for conducting the Audit but not limited to the following

- Overall Implementation Methodology (Objectives of Phases, deliverables at each phase, etc.)
- Methodology of internal acceptance and review mechanism for deliverables by the bidder.

- Proposed Acceptance Criteria for deliverables.
- Methodology and approach along with proposed tools and processes which will be followed by the bidder during Audit.

To carry out the development of the above-mentioned components, successful bidder will be responsible for the following activities and will approach the engagement in this fashion:

1. Successful bidder will work with business team and officials from M/s EIT Services India Pvt. Ltd. to understand detailed requirements, understand application in the scope of this project.
2. Bidder to ensure that system should support the Archival Policy of the bank. Data backup shall be done as per data backup and retention policy of the Bank.
3. In the event of system breakdown or failures at any stage, protection available shall be specified which would include the following:
 - i. Diagnostic for identification
 - ii. Protection of data entered
 - iii. Recovery / restart facilities
 - iv. Backup facilities
4. Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge any such information to any third party or other units without the consent of the Bank.

Section 4 - Eligibility Criteria

4.1 Eligibility Criteria

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

Sl. No.	Eligibility Criteria	Supporting Documents
1	<p>The bidder is registered as a Government Organization / PSU / PSE / LLP / Private or Public Limited company in India as per Companies Act, 1956 / Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 5 years as on date of RFP.</p> <p>In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 5 years as on date of submission of the bid.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.</p>	<p>The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association/ partnership deed (in case of Partnership Firm) / LLP agreement (in case of LLP) are to be uploaded along with technical bid. (Documentary proof should be attached).</p>

Sl. No.	Eligibility Criteria	Supporting Documents
2	<p>The Bidder should have positive net worth in each of the last three financial years In India.</p> <p>In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 5 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 5 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p>	<p>Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 AND CA Certificate indicating the sales Turnover for the previous financial years mentioned above.</p>
3	<p>The bidder must be specialized in Data migration assurance services for at least 5 years in India as on RFP Issuance Date.</p>	<p>Experience certificate or letter from referenced client on client's letter head along with copy of Purchase Order.</p>
4	<p>The Bidder should have a pool of resources who possess qualifications such as :CISA / CISSP / CCNA/ CISM / GIAC(SANS)</p>	<p>Documentary Proof to be attached</p>
5	<p>The bidder should have on its permanent rolls at least 5 professionals specialized in Data migration assurance or related activity in India.</p>	<p>A self-certified letter signed by the Authorized Signatory of the Bidder with resume and contact details of the professionals.</p>
6	<p>The Bidder should have carried out Data migration assurance in at least 2 commercial banks / PSU / RRB's in India covering over 250+ branches each.</p>	<p>Purchase Order/Completion certificate</p>
7	<p>The Bidder should not be an existing CBS or new Core Banking Solution provider in the Bank.</p>	<p>Self-declaration in bidder's letterhead to be submitted.</p>
8	<p>The bidder should not have been blacklisted or de-pannelled due to unsatisfactory service, by Odisha Gramya Bank or in any Head Government / PSU / Banking / Insurance company / RBI / IBA in India within last one year as on date of the RFP.</p>	<p>Bidder to upload the Self Declaration certificate as per format provided in "Annexure E - Declaration for Clean Track Record" of the RFP along with the technical bid. (Documentary proof should be attached).</p>

Sl. No.	Eligibility Criteria	Supporting Documents
9	The bidder should submit a duly signed Integrity Pact in original	The Integrity Pact is to be executed in non-judicial stamp paper of worth ₹ 100/- in conformity to CVC format as per “Annexure K – Integrity Pact”

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

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

NOTE:

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

4.2 Integrity Pact

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

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

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

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

Section 5 - Instruction to Bidders

A. The Bidding Document

5.1 RFP

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

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

5.2 Cost of Bidding

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

5.3 Clarifications of Bidding Documents and Pre-bid Meeting

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

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

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

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

5.4 Amendment of Bidding Documents

- At any time prior to the deadline for submission of bids, OGB may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
- Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in OGB's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
- In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, OGB may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on OGB's website.
- From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

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

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

5.6 Bid Cost and Exemptions

The Bidders can submit the bid response at e-procurement portal of OGB along with non-refundable amount of **₹11,800.00 (Rupees Ten Thousand Eight Hundred only)** including GST in form of Demand Draft drawn in favor of "Odisha Gramya Bank" payable at Bhubaneswar

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

Exemption of Bid Cost will be allowed to bidder registered under MSME / NSIC / Udayog Aadhar as Micro & Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India.

5.7 Earnest Money Deposit (EMD) and Exemptions

The Bidder is required to deposit **₹1,00,000/- (Rupees One Lakh only)** in the form of Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 3 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in **Annexure B**.

No interest will be paid on the EMD.

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

Exemption of EMD will be allowed to bidder registered under MSME / NSIC / Udayog Aadhar as Micro & Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India.

5.8 Return of EMD

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

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

5.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- Bidder withdraws its bid before opening of the bids.
- Bidder withdraws its bid after opening of the bids but before Notification of Award.
- Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.

- e) Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, OGB reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f) Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of execution of the contract. In such instance, OGB at its discretion may cancel the order placed on the selected Bidder without giving any notice.

5.10 Period of Validity of Bids

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

5.11 Extension of Period of Validity

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

5.12 Format of Bid

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

5.13 Signing of Bid

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

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

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

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

C. Submission of Bid

5.14 Bid Submission modes

Bidder to follow following mode of submission of Bid.

1. Original copy of Demand Draft, Bank Guarantee towards EMD, Power of Attorney and Integrity Pact must be submitted in a closed envelopes with marked as “**RFP FOR ENGAGEMENT OF AUDITOR FIRM FOR CORE BANKING SYSTEM (CBS) MIGRATION FROM FINACLE 7.0.18 TO FINACLE 10.2.25**” and should reach Head Office of Odisha Gramya Bank either by post or by courier or in hand on or before the last date and time of submission of bid. Bank will not accept any document received after due date and time and bid submitted by said bidder will be considered as invalid. Address of delivery: IT Department, 2nd Floor, Head Office of Odisha Gramya Bank, Gandamunda, Khandagiri, Bhubaneswar, Odisha – 751030.
2. Signed and scanned copy of all documents must be submitted as part of technical bid in e-procurement portal along with scanned copy of Demand Draft towards Bid Cost, Bank Guarantee towards EMD, Integrity Pact and Power of Attorney, on or before last date of submission of bid. Hardcopies of technical

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

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

5.15 Bid contents

Technical Bid

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

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

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

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

Commercial Bid

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

5.16 Bid Submission

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

The offers should be made strictly as per the formats enclosed.

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

5.17 Bid Currency

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

5.18 Bid Language

The bid shall be in English Language.

5.19 Rejection of Bid

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

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

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

5.20 Deadline for Submission

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

5.21 Extension of Deadline for submission of Bid

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

5.22 Late Bid

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

5.23 Modifications and Withdrawal of Bids

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

5.24 Right to Reject, Accept/Cancel the bid

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

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

5.25 RFP Abandonment

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

5.26 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

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

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

5.27 Contacting OGB

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

Section 6 - Bid Opening

6.1 Opening of Bids

Bids will be opened in 2 stages:

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

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

6.2 Opening of Technical Bids

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

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

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

6.3 Opening of Commercial Bids

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

Section 7 - Bid Evaluation

7.1 Preliminary Examination of Eligibility Criteria

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

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

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

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

7.2 Evaluation of Technical Bids

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

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

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

7.3 Evaluation of Commercial Bids:

Bids qualified in Technical bid evaluation stage will be short-listed for opening of commercial bid. Lowest of "Total Cost of Ownership (TCO)" quoted by all bidders will be selected as L1 price.

7.4 Successful Evaluated bidder:

The bidders with lowest cumulative commercial bid quoted under "Section: 6 – Total Cost of Ownership (TCO)" as per "Annexure O – Commercial Bid" in e-Procurement portal, identified will be declared as the successful bidder.

If the price quoted by L1 Bidder in any "Section" of "Annexure O – Commercial Bid" found to be more than 10% of other bidders, then Bank reserve its rights to further negotiate with L1 bidder for respective "Section". The outcome of negotiation will be mutually agreed between L1 bidder and Bank to arrive at final TCO.

7.5 Declaration of Results:

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

Section 8 - Terms and Conditions

8.1 Definitions

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

- a) "The Contract/Agreement" means the agreement to be entered into between the Bank and the Bidder as recorded in the Contract Form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for supply and implementation of software and provide / carry out the Service(s) of Vendor, as indicated / spelt out in

Scope of Work to be performed in compliance with the service level requirements and standard of performance

- b) "OGB" or "The Purchaser" means the Odisha Gramya Bank including its successors and assigns.
- c) "Bidder" or "Contractor" or "Vendor" means any person / persons / firm / company, etc., to whom work has been awarded and whose bid has been accepted by the Bank and shall include its authorized representatives and successors.
- d) "The Contract Price" means the price / compensation payable to the Vendor / Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- e) "Service(s)" means all the services as specified in Scope of Work to be performed in compliance with the service level requirements and standard of performance, which the Vendor / Bidder is required to provide and/or procure for the Purchaser / OGB under and in accordance with the Contract.
- f) "Warranty Period" means the period of 3 months commencing from the date of successful completion of Migration as mentioned in the Acceptance Certificate issued by Purchaser / OGB.
- g) "System" means Core Banking System – Finacle.
- h) "Acceptance of Bid" means the letter / fax or any memorandum communicating to the Bidder the acceptance of his Bid
- i) "Acceptance Certificate" means certificate issued as per Annexure 1 (Form 6) on successful completion of acceptability test, receipt of deliverables, etc, and after the Bank (which shall not be deemed to be an obligation on the Bank) is satisfied with the working of the System. The date on which such Certificate is signed shall be deemed to be the date of successful Commissioning of the Systems.
- j) "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by the Bank).
- k) "Confidential Information" means, (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process / flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.

- l) “Commissioning” means the successful installation and migration of the System, including supply, configuration, customization, integration, successful testing of all hardware and software is executed to the satisfaction of the Purchaser.
- m) “Document” means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.
- n) “Effective Date” means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- o) “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- p) “Parties” means the Purchaser / OGB and the Bidder / Vendor and “Party” means either of the Parties.
- q) “Site” means the place in which the operations / Service(s) are to be carried out or places approved by the Purchaser for the purposes of the

8.2 Interpretation

In this Contract unless a contrary intention is evident:

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

8.3 Notification of Award / Purchase Order

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

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

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

8.4 Term of the Order

The term of the Notification of Award / Purchase Order / Contract Period shall be for a period of 1 year from date of release of PO or till completion of migration activity.

8.5 Acceptance Procedure

- Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award
- Upon the successful Bidder accepting the Purchase Order and signing the contract, and NDA, OGB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

8.6 Performance Bank Guarantee

The Successful bidder shall, within 30 days of receipt of Purchase Order, submit a Performance Guarantee in the form of Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for **18 months**, with a claim period of **6 (Six)** months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder. Format for Performance Bank Guarantee provided in “Annexure B”.

8.7 Taxes and Duties

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

8.8 Service delivery Addresses:

Audit of infrastructure should be done by physical visit to data centres at Chennai and Hyderabad as per Scope of Work.

Audit of data, solutions etc shall be done by physical visit to Head Office at Bhubaneswar as per scope of work.

Location addresses are as follows:

SI No	Location	Address
1	Data Center, Chennai	Odisha Gramya Bank, DC MSDC Coral, Nextra Data Limited, Plot No# F8, SIPCOT IT Park , Siruseri, Chennai - 603103.
2	Disaster Recovery Center, Hyderabad	Odisha Gramya Bank, DR STT Global Datacentre Ltd., VSB, CFC-1, Software Units Layout Madhapur, Hyderabad - 500 081
3	Head Office, Bhubaneswar	Odisha Gramya Bank, Head Office,

SI No	Location	Address
		Gandamunda, Khandagiri, Bhubanesar, Odisha - 751030

8.9 Service Level Agreement (SLA) Expectation:

The selected bidder is expected to start the audit within 7 days of e-mail notification from Bank. Number of days of audit and submission of report for the same should be done within the timeline provided in Section 3 – Scope of Work.

8.10 Penalty Clauses:

Penalty of ₹ 1,000/- will be applicable for every day delay in either initiation of audit activity or on delay on submission of report as per schedule mentioned for respective line items in Section 3 – Scope of Work.

8.11 Payment Terms:

Successful Bidder should issue invoices with invoice date later than the date of submission & acceptance of report for respective line item(s) as per Section 3 – Scope of Work.

Payments will be released subject to:

- a. Submission of Performance Bank Guarantee as mentioned in **Clause 8.6** and correct invoice as per Bank’s requirement along with required documents.
- b. Applicable GST will be payable extra.
- c. TDS, as applicable will be deducted at source.
- d. No advance payment or additional expenditure is in demand.

Processing and Release of payment shall be as below:

SL no	Scope of Audit	Audit Location	Payment term
1	Verification of Hardware and OS delivered	DC Chennai	10% of PO value on submission of audit report and on acceptance of the report by Bank.
2	Verification of Hardware and OS delivered	DRC Hyderabad	10% of PO value on submission of audit report and on acceptance of the report by Bank.
3	Verification of Software and application licenses supplied	Remotely from Head Office of OGB	10% of PO value on submission of audit report and on acceptance of the report by Bank.
4	Audit of migrated CBS before go-live and after 2 nd round of testing with Finacle 10.2.25 along with all payment channels integration, peripheral services	Head Office of OGB	25% of PO value on submission of audit report and on acceptance of the report by Bank.

SL no	Scope of Audit	Audit Location	Payment term
5	Post go-live audit of all data of CBS migrated from Finacle 7.0.18 to Finacle 10.2.25 and optimized operation of peripheral servers & services, payment channels and submission of data assurance report	Head Office of OGB	25% of PO value on submission of audit report and on acceptance of the report by Bank.
6	Compliance report verification and submission of assurance report along with confirmation of one full Quarter result of the Bank in new version after go-live of CBS with Finacle 10.2.25	Head Office of OGB	20% of PO value on submission of audit report and on acceptance of the report by Bank.

8.12 Confidentiality

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

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

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

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

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

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

8.13 Amendments to the Agreement

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

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

8.14 Indemnity

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

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

8.15 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

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

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

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

Losses means any claims.

8.16 Extension of RFP/Contract

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

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

8.17 Order Cancellation

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

- i. Delay in delivery and services beyond the specified period as set out in the Purchase Order before acceptance of the product; or,

- ii. Serious discrepancy in the quality of service expected.
- iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.

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

8.18 Termination of Contract

For Amalgamation / Merger of bank: Bank with written notice of 3 months to Bidder, may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. *OGB will release any payment applicable till date of termination for services taken, but will not release any payment request raised by vendor for termination for amalgamation or merger of bank as per instruction of GOI.*

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

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

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

8.19 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by OGB, continue to provide facility to OGB at no less favorable terms than those contained in this RFP. In case OGB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB.
- OGB shall make such prorata payment for services rendered by the Bidder and accepted by OGB at the sole discretion of OGB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.

- OGB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from OGB. OGB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

8.20 Merger and Amalgamation

In the event of any merger or amalgamation:

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

8.21 Force Majeure

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

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

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

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

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

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

8.22 Corrupt and Fraudulent Practices

- 1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 3 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 4 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 5 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time, it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 6 The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 7 Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 8 The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for the scope of work covered in this RFP.

8.23 Resolution of Disputes

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

1. Such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the RFP/Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by OGB and the Bidder. The third Arbitrator shall be chosen by mutual discussion between OGB and the Bidder. Where the value of the RFP/contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by mutual consent between OGB and Bidder.

2. Arbitration proceedings shall be held at Bhubaneswar, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
4. Any appeal will be subject to the exclusive jurisdiction of courts at Bhubaneswar.

8.24 Compliance with Applicable Laws of India

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

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this RFP or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of this RFP, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate OGB and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and OGB will give notice of any such claim or demand of liability within reasonable time to the Bidder.

8.25 Legal Compliances:

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

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

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

8.26 Intellectual Property Rights:

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

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

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

8.27 Applicable Law and Jurisdiction

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

8.28 No Damage of OGB Property

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

8.29 Fraudulent and Corrupt Practice

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

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

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

8.30 Master Service Agreement and Invoice Raising Mechanism

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

8.31 Governing Language

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

8.32 Wage Payment to Resources

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

8.33 Addresses for Notices

Following shall be address of OGB for notice purpose:

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

Section 9 – Documents & Forms for Technical Bid

Annexure A – Covering Letter for EMD

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

Subject: RFP No. OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022 REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF AUDITOR FIRM FOR MIGRATION AUDIT OF CORE BANKING SYSTEM (CBS) FROM FINACLE 7.0.18 TO FINACLE 10.2.25.

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

Thanking you,
Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

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



Annexure B - Bid Security (Bank Guarantee)

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

Odisha Gramya Bank: _____

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

This guarantee will expire:

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

[Signature]

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

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

{Signature of the Authorized representatives of the Bank}

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

Date:

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

Dear Sir,

Subject: RFP No. OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022 REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF AUDITOR FIRM FOR MIGRATION AUDIT OF CORE BANKING SYSTEM (CBS) FROM FINACLE 7.0.18 TO FINACLE 10.2.25.

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

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

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

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

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

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



Annexure E - Declaration for Clean Track Record

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

Sir,
I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022 REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF AUDITOR FIRM FOR MIGRATION AUDIT OF CORE BANKING SYSTEM (CBS) FROM FINACLE 7.0.18 TO FINACLE 10.2.25**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



Annexure F - Declaration for Acceptance of RFP Terms and Conditions

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

Dear Sir,
I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022 REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF AUDITOR FIRM FOR MIGRATION AUDIT OF CORE BANKING SYSTEM (CBS) FROM FINACLE 7.0.18 TO FINACLE 10.2.25**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure G - Declaration for Acceptance of Scope of Work

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

Sir,
I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022 REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF AUDITOR FIRM FOR MIGRATION AUDIT OF CORE BANKING SYSTEM (CBS) FROM FINACLE 7.0.18 TO FINACLE 10.2.25**. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



Annexure H - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP No. OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022 REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF AUDITOR FIRM FOR MIGRATION AUDIT OF CORE BANKING SYSTEM (CBS) FROM FINACLE 7.0.18 TO FINACLE 10.2.25** in response to the RFP by OGB, including signing and submission of all the documents and providing information/responses to OGB in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

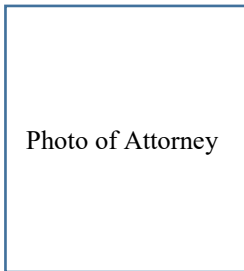
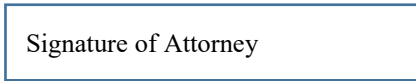


Photo of Attorney



Signature of Attorney

Dated this _____ day of _____ 2021.
For _____.

Accepted

(Signature)
(Name Designation)
Date:
Business Address:

(On Stamp Paper of ₹ 100.00)

Annexure K - Integrity Pact**Preamble**

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

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

And

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

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

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

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

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

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

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

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

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

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

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

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

Article 1: Commitments of the BUYER

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

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

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

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

Article 2: Commitments of the BIDDER

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

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

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

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

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

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

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

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

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

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

technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.

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

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

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

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

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

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

Article 4: Compensation for Damages

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

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

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

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

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

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

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

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

Article 6: Previous Transgression

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

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

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

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

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

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

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

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

Article 8: Earnest Money (Security Deposit)

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

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

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

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

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

Article 9: Sanction for Violations

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

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

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

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

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

Article 10: Independent External Monitors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 11: Facilitation of Investigation

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

Article 12: Law and Place of Jurisdiction

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

Article 13: Other Legal Actions

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

Article 14: Validity

14.1 Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the BUYER and the BIDDER/Seller, till the completion of contract, including warranty period, whichever

is later. After award of work, the Monitor shall look into any issue relating to execution of contract, if specifically raised before them. However, the Monitor may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

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

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

Article 15: Code of Conduct

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

Article 16: Examination of Books of Accounts

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

Article 17: Legal and Prior Rights

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

Article 18: Other Provisions

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

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

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

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

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

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

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

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

Annexure L- Escalation Matrix

OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022 REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF AUDITOR FIRM FOR MIGRATION AUDIT OF CORE BANKING SYSTEM (CBS) FROM FINACLE 7.0.18 TO FINACLE 10.2.25

Ref: Your REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF AUDITOR FIRM FOR MIGRATION AUDIT OF CORE BANKING SYSTEM (CBS) FROM FINACLE 7.0.18 TO FINACLE 10.2.25

Name of the Company:

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

Annexure M - Track Record for Past Experience

OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022 REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF AUDITOR FIRM FOR MIGRATION AUDIT OF CORE BANKING SYSTEM (CBS) FROM FINACLE 7.0.18 TO FINACLE 10.2.25

Name of the Bidder _____

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

(Enclose necessary documentary proof) Date:



Annexure N – Commercial Bid Form

(To be included in Commercial Bid Envelope)

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

Dear Sirs,

Re: OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022 REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF AUDITOR FIRM FOR MIGRATION AUDIT OF CORE BANKING SYSTEM (CBS) FROM FINACLE 7.0.18 TO FINACLE 10.2.25

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

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

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

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

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Section 10 - Format for Commercial Bid (Online mode only)**Annexure O - Commercial Bid**

(To be filled in online mode only)

Ref: OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022

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

***All prices are in INR and excluding applicable Government Taxes. Here one Unit refers to one site or one branch location.**

Sl. No	Details	Total cost of Audit for all line items mentioned in Section 3 - SoW
1	Migration Audit	

The price mentioned will be considered for selection of L1 Bidder if and only if the price quoted in all line items are valid and numerical. In case of invalid value or quote in any field, the bid will be treated as invalid and may be rejected. In such case, Bank at its sole discretion may considered L2 bid for awarding contract.

We certify that price quoted are inclusive of all costs towards all audit activities under scope of work and exclusive of only GST as per clauses mentioned in the RFP No. **OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022** . We also confirm that the price quoted meets all the specifications and scope of work mentioned in the RFP No. **OGB/RFP/ITD/CBS/003/2022-23 dated 19-05-2022**.

Authorised Signatory:

Name and Designation:

Office Seal:

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

Date

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

Performance Bank Guarantee No:

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

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

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

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

Notwithstanding anything contained in the foregoing:

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

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

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

Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (date should be one year



from the date of expiry of guarantee) failing which all rights under this Bank Guarantee shall be forfeited and -----
----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder.

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

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

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

Annexure Q - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 2022 ("Effective Date") between **Odisha Grama Bank**, a body corporate constituted under Regional Rural Bank Act- 1976, having its Administrative Office at **Gandamunda, Khandagiri, Bhubaneswar – 751030**, hereinafter called the (Hereinafter referred to as "**OGB**", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) ;

AND

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

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

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

NOW THEREFORE

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

Article 1: Purpose

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

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

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

confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

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

Article 4: DISCLOSURE

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

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities,

methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

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

Article 8: NON-WAIVER

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

Article 9: DISPUTE RESOLUTION

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

Article 10: GOVERNING LAW AND JURISDICTION

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

Article 11: NON-ASSIGNMENT

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

Article 12: TERM

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

Article 13: INTELLECTUAL PROPERTY RIGHTS

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

Article 14: GENERAL



1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

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

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

Witness 1:

Witness 2: