



ODISHA GRAMYA BANK

**CORRIGENDUM TO
REQUEST FOR PROPOSAL (RFP)
For**

Appointment of Goods and Service Tax (GST) consultant in Odisha Gramya Bank to provide end to end services for GST compliances and return filing, under GST Act from Q2(2024-25) to FY 2026-27

RFP Reference No.	PTD/GST/RFP/ 02/2024-25
Corrigendum Issuance Date	31.05.2024
Last Date of request for Queries/ Clarifications	10th June 2024 by 5.00 PM
Date and time of Pre-Bid Meeting	11th June 2024 at 3.00 PM
Last Date for receipt of bids	18th June 2024 by 5.00 PM
Date and time of opening technical bids	19th June 2024 at 4.00 PM

CORRIGENDUM TO REQUEST FOR PROPOSAL (RFP) for Appointment of Goods and Service Tax (GST) consultant in Odisha Gramya Bank to provide end to end services for GST compliances and return filing, under GST Act from Q2(2024-25) to FY 2026-27

RFP Reference No. : **PTD/GST/RFP/ 02/2024-25**

Sl No	Page No	Clause Number	RFP Clause (Existing)	RFP Clause (Revised)
1.	6	1.a BID DETAILS – Sl. No. 14	Cost of Bid Documents - Rs.5,900/- (Rs.5,000/- + 18% GST) in the form of demand draft in favour of ODISHA GRAMYA BANK, payable at Bhubaneswar.	Cost of Bid Documents - Rs.5,900/- (Rs.5,000/- + 18% GST) in the form of demand draft in favour of ODISHA GRAMYA BANK, payable at Bhubaneswar. Micro and Small Enterprises (MSEs) are exempt from submission of Cost of Bid Documents. However, they need to submit a declaration as specified in this tender Document.
2.	11	6. Definitions – d)	“Personnel/ Professional” means full time staff with minimum qualification of Chartered Accountant and on the payroll of the Bidder for at least 3 years.	“Professional / Professional” means full- time staff with minimum qualification of Chartered Accountant /CMA or Cost Accountant/CPA/B.TECH (Computer Science/IT) / on the payroll of the bidder firm.
3.	28	Annexure B-1	Office Address of Chennai (if available) along with date of establishment of office in Chennai. Total number of full time professional staff of the Bidder in Chennai. (Please provide Supporting documents)	Office Address of Bhubaneswar (if available) along with date of establishment of office in Bhubaneswar . Total number of full time professional staff of the Bidder in Bhubaneswar . (Please provide Supporting documents)

DECLARATION FOR MSE BENEFITS

(To be submitted on the letter head of the bidder)

To
The General Manager
Odisha Gramya Bank
Planning & Treasury Department
At - Gandamunda, PO - Khandagiri
Bhubaneswar – 751 030.

Dear Sir,

Sub: Appointment of GST Consultant in Odisha Gramya Bank to provide end to end services for GST compliances and return filing, under GST Act from Q2(2024-25) to FY 2026-27: Technical Proposal

Ref: Your RFP Reference No : **PTD/GST/RFP/ 02/2024-25**

Dear Sir,

This has reference to our bid submitted in response to your RFP (RFP) Ref. No. RFP No. dated floated for the Appointment of GST Consultant in Odisha Gramya Bank to provide end to end services for GST compliances and return filing, under GST Act from Q2(2024-25) to FY 2026-27.: Technical Proposal. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- a) Issue of RFP Documents to MSEs free of Cost
- b) Exemption on submission of bid security

In case, at any later stage, it is found or established that, the above undertaking is not true then the Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future RFP/s etc.

For
Office Seal (Authorised Signatory)
Place: Name:
Date:
Designation:
Mobile No:
Business
Address:
Telephone
No:
E-mail ID:

Annexure-A

SI No	Eligibility Criteria (Revised)	Documents to be submitted
1	The bidder must be either a Proprietorship/ registered Partnership Firm or Limited Liability Partnership (LLP) or a Private/Public Limited Company having its own establishment in India for the last 5 years as on 31.03.2024. For MSE and start-ups, they should be in operations since last 3 and 2 years respectively as on 31.03.2024.	The Certificate of Incorporation issued by the Registrar of Companies / registered Partnership deed to be submitted/ GST registration certificate.
2	Bidder should preferably have a full-fledged office in Bhubaneswar for at least three years (as on 31.03.2024).	Self-declaration should be submitted with the bid duly signed by the authorized signatory of the bidder.
3	Bidder should be regular Practitioner / Consultant for GST and related matters for Banks / FIs (handled at least one Public Sector/ Private Banks with branch strength of 500 and above for at least one term of engagement for 1 year) having GST registrations in one or more states in India and should have been in the business of Tax Consulting in India.	Supported by information on consulting business in India namely assignment/order letters or client references. Confirmation from clients.
4	The Company/ Proprietor/ Firm/LLP should be capable of providing the support / help to all the branches/offices of the bank from a centralised location.	Self-Certificate should be submitted with the bid duly signed by the authorized signatory of the bidder.
5	The bidder should not be involved in any litigation which threatens solvency of the company / proprietor/ members of the firm / LLP	Certificate is to be provided by the chartered accountant / statutory auditor of the bidder.

6	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments during the Last 3 Financial Year.	Bidder should specifically certify in Appendix-A in this regard.
7	The Bidder's firm should not be owned or controlled by any present Director or employee of OGB or its Sponsor Bank (IOB).	A self-declaration by the Bidder on company letter head.
8	The company / proprietor / firm / LLP should have all resources relating to software, hardware and network connections with due licenses	Self-declaration
9	Labour Laws Compliance by the bidders	Undertaking to this effect to be submitted
10	The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexures, addendum and corrigendum for the supply of Solution at Banks Head Office, Regional offices, and other branches/ offices located across the State of Odisha based on the requirements, specifications, terms and conditions laid down in this RFP.	Bidder should specifically certify in Appendix-A in this regard.

Note:

- Documentary evidence needs to be submitted by the Bidder for each of the eligibility criteria.
- Self-declaration needs to be signed by authorised signatory(s).
- The criteria listed above are the minimum requirements and weightage will be given on certain criteria as enumerated in the RFP.
- Any Bidder who was selected as a successful Bidder in any of the earlier RFPs floated by the Bank and who was subsequently found to have rendered deficient service will be automatically disqualified from participating in the bid.

The parameters used for technical evaluation

Sl No	Evaluation Parameters	Maximum Marks
1	Standing of Company / Proprietor / Firm / LLP	20
A)	Minimum 1 year of practice as a Service Tax / GST Consultants in Banks/ FI/ PSUs	10
B)	3 Marks for each completed year of practice as an Indirect tax Consultant in the Banks/ FI/ PSUs for more than 1 year subject to maximum of 10 marks	10
2	Experience in existing GST Assignments in Banks/PSUs/FIs which has presence in more than 1 states in India.	20
A)	Minimum assignments with 3 Banks/ FI/ PSUs	10
B)	For assignment with additional Banks/Financial Institution/ PSUs which has presence in more than 1 state in India; 3 marks per Bank/FI/ PSU , subject to maximum of 10 marks	10
3	Key Resources	10
A)	The Company / Firm / LLP/ should have at least 3 CAs/ Cost Accountants (CMAs) as partners / members / full-time employees not less than 3 years' service in the above Company/ Firm/LLP.	5
B)	For each additional full-time qualified CA/ CMA partners / employees or expert in tax, 2 marks subject to a maximum of 5 marks	5
4	Domain Knowledge in information technology	10
A)	At least 1 Partner / Director / Qualified CAs/ CMAs should have passed DISA / CISA	5
B)	At least 2 Partners/Qualified CAs/ CMAs employees should have adequate knowledge on the information technology used in the Banks/ FIs .	5

Sl No	Evaluation Parameters	Maximum Marks
5	Bidder should have full time office in Bhubaneswar	10
6	Presentation Shall be evaluated by an Internal committee identified for the purpose. Bank shall call the bidders for formal presentations on the methodology and service model	30

#Company / Firms / LLP fulfilling all the eligibility criteria mentioned in Annexure-A would only be considered for scoring given above.



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**Appointment of Goods and Service Tax (GST) consultant
in Odisha Gramya Bank to provide end to end services for GST compliances and return
filing, under GST Act from Q2(2024-25) to FY 2026-27**

RFP Reference No.	PTD/GST/RFP/ 02/2024-25
RFP Issuance Date	20.05.2024
Last Date of request for Queries/ Clarifications	31st May 2024 by 5.00 PM
Date and time of Pre-Bid Meeting	3rd June 2024 at 3.00 PM
Last Date for receipt of bids	10th June 2024 by 5.00 PM
Date and time of opening technical bids	11th June 2024 at 4.00 PM

**Planning & Treasury Department
Odisha Gramya Bank
Head Office
At-Gandamunda, PO-Khandagiri,
Bhubaneswar-751030
Email id: planning@odishabank.in**

DISCLAIMER

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

This RFP Document is not an agreement and is not an offer or invitation by Odisha Gramya Bank to any parties other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this RFP document is to provide the Bidder(s) 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 independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent information.

Odisha Gramya Bank makes no representations 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. Odisha Gramya Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Odisha Gramya Bank reserves the right to reject any or all the bids/ proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Odisha Gramya Bank in this regard shall be final, conclusive and binding on all the parties.

Subject to any law to the contrary, and to the maximum extent permitted by law, Odisha Gramya Bank and its officers, directors, employees, contractors, agents and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on it.

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RFR REFERENCE NUMBER: OGB/ PTD/GST/RFP/02/2024-25 APPOINTMENT OF GOODS AND SERVICE TAX (GST) CONSULTANT IN ODISHA GRAMYA BANK TO PROVIDE END TO END SERVICES FOR GST COMPLIANCES AND RETURN FILING, UNDER GST ACT FROM Q2 (2024-25) TO FY 2026-27

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Request for Proposal (RFP)

1.a. BID DETAILS

Sl.No	Description of Information/ Requirement	Information / Requirement
1.	RFP reference	OGB/ PTD/GST/RFP/02/2024-25 dated 20.05.2024
2.	Name of the Department	Planning & Treasury Department
3.	Purpose	Appointment of Goods and Service Tax (GST) consultant in Odisha Gramya Bank to provide end to end services for GST compliances and return filing, under GST Act for Q2 (2024-25) to FY 2026-27
4.	Date of Issue	20.05.2024
5.	Last date and time for request for queries/ clarifications (Through Mail)	31.05.2024 till 5 p.m. Queries to be sent to planning@odishabank.in
6.	Pre Bid Meeting	Meeting will be conducted on 3 rd June 2024 at 3.00 PM at Odisha Gramya Bank Head Office. Bidders willing to participate in pre-bid meeting need to submit their details at planning@odishabank.in on or before 31 st May 2024 by 5.00 PM. Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: www.odishabank.in and informed vide mail to the bidders who have raised queries.
7.	Bid submission mode	Through open tender The bidder is required to submit Bid through Post/Courier/ or by hand within the scheduled date and time.
8.	Last date and Time submission of Bids	10.06.2024 till 5 p.m.

RFR REFERENCE NUMBER: OGB/ PTD/GST/RFP/02/2024-25 APPOINTMENT OF GOODS AND SERVICE TAX (GST) CONSULTANT IN ODISHA GRAMYA BANK TO PROVIDE END TO END SERVICES FOR GST COMPLIANCES AND RETURN FILING, UNDER GST ACT FROM Q2 (2024-25) TO FY 2026-27

9.	Address for submission of documents along with Demand Draft towards EMD	General Manager Odisha Gramya Bank Planning & Treasury Department Head Office Gandamunda, Khandagiri, Bhubaneswar - 751030
10.	Validity period of Bid	90 days from date of submission of Proposal
11.	Date of opening of the Technical Bids	11.06.2024 at 4 p.m. Venue: Odisha Gramya Bank Head Office Gandamunda, Khandagiri, Bhubaneswar - 751030
12.	Earnest Money Deposit (Refundable)	The Bidder shall submit a bid security/EMD of Rs.1.00 lakh along with Bid documents in the form of NEFT/RTGS to account details mentioned in S.No 13 or Demand Draft in favour of Odisha Gramya Bank, payable at Bhubaneswar. The bid security/EMD shall remain valid for a period of 45 days beyond the final bid validity period. Micro and Small Enterprises (MSEs) are exempt from submission of EMD Money. However, they need to submit as declaration as specified in this tender Document.
13.	EMD-NEFT Details. EMD in form of DD/NEFT/RTGS only shall be accepted.	A/C No: 015902000002035 IFSC: IOBA0000159 A/C Name: Odisha Gramya Bank Bank Name : Indian Overseas Bank Bhubaneswar Main Branch
14.	Cost of Bid Documents (Non- refundable)	<i>Rs.5,900/- (Rs.5,000/- + 18% GST) in the form of demand draft in favour of ODISHA GRAMYA BANK, payable at Bhubaneswar</i>
15.	Name of contact officials	Mr. Gautam Mahato Senior Manager Odisha Gramya Bank, Planning & Treasury Department, Head Office, Gandamunda, PO-Khandagiri, Bhubaneswar – 751030. Phone: 0674- 2353018

Note:

1. This Bid Document is not transferable.
2. This Bid Document is the property of: Odisha Gramya Bank
3. Opening of commercial bid will be intimated to bidders after evaluation of technical bid.

Note: If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

*Bidders who are registered with National Small Industries Corporation (NSIC)/ UAM (Udyog Aadhaar Memorandum) **are exempted from the submission of Cost of Bid document and EMD.** Documentary Proof to be submitted along with the technical bid mentioning that they are registered with NSIC under single point registration scheme.*

Other Important Information to Bidders -

1. The RFP document can be downloaded from www.odishabank.in and on request by mailing to planning@odishabank.in.
2. Bank, does not take responsibility of any bid/offer damaged/lost in transit/delivered at incorrect address prior to its receipt at the Bank's designated office.
3. Bank will follow two bid system. Technical Bid of the bid contains compliance details of the eligibility and terms & conditions set in the RFP document (including annexures) for which proposal/quotation is called for. Bids have to be submitted in **offline mode only** at designated office as mentioned in Point No. 10 of - Important Dates and Information on RFP Submission. Further, Bidders must submit their commercial bid as per the format given in this RFP (as per Annexure VII) in a separate envelope and not be included with Technical Bid. Technical bids submitted by all the bidders will be evaluated and only technically qualified bidders will be called for opening of commercial bids.
4. A paper publication will be made for the information to the prospective bidders regarding this RFP. However, clarifications, modifications and date of extensions, if any, will be published in the Bank's website only.
5. All the documents in support of eligibility criteria etc. are also to be submitted in offline mode only at designated office as mentioned in Point No. 10 of - Important Dates and Information on RFP Submission.
6. Documents which are to be submitted are required to be duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.
7. Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.
8. The price quoted should be unconditional and should not contain any string attached thereto. Bid, which do not confirm to our eligibility criteria and terms & condition, will be liable for rejection.
The RFP document (alongwith addendums, if any) needs to be signed and stamped by the authorised signatory of Bidder and it must be submitted along with the Technical Bid as an evidence of having read and understood the contents of RFP and its addendums (if any).

9. Bank has the right to accept or reject any quotation/cancel the e-RFP at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid.
10. Bank will also provide benefits to Micro and Small Enterprises (MSEs) as well as Start-ups as per the guidelines of public procurement policy issued by Government of India. The bidders to submit declaration for claiming MSE Benefits as per ANNEXURE – VII.
11. Time wherever mentioned in this RFP is as per Indian Standard Time. The above dates and timelines are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates fixed for submission of bids, opening of bids (Technical or Commercial) or presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise.
12. Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website and it will become part and parcel of RFP.
13. Bank reserves the right to reject any or all the bids/proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Odisha Gramya Bank shall be final, conclusive and binding on all the parties.
14. The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.
15. It shall be the duty and responsibility of the Bidders to ensure about their legal, statutory and regulatory eligibility and other competency, capability, expertise requisite for them to participate in this RFP process and to provide all the services and deliverables under the RFP to the Bank.
16. All pages of the Bid document, Clarifications/Amendments, if any, should be signed by the Authorized Signatory under the seal of the bidder company/ firm and to be submitted with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company/ firm should also be attached along with the technical bid.

17. The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
18. The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the bidders or any of their respective officers/ employees or published in the Bank's website. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.
19. Each Bidder may conduct its own independent investigation and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. Bank and its directors, officers, employees, respondents, representatives, agents, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in RFP document is selective and is subject to updation, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder may require. Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.
20. This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

1.b. SUBMISSION OF DOCUMENTS

In addition to submission of bids through the e-tendering portal, Bidder should also submit the following documents in a sealed cover to the address notified in the RFP on or before 10.06.2024, 5.00 P.M.

- a) Demand Draft/ Pay order towards cost of documents. (Rs.5900/-) including GST.
- b) Bid Security (EMD) amounting to Rs.1,00,000/- (Rupees One lakh only) in the form of NEFT/RTGS/Demand draft in favour of Odisha Gramya Bank payable at Bhubaneswar.
- c) Copy of the RFP duly signed by the authorised representative of the company submitting the bid.
- d) Integrity Pact on stamp paper duly signed.

The last date and time of above documents submission in sealed cover is at 10.06.2024, 05.00 P.M.

In case the above documents are not submitted on or before the schedule mentioned in the RFP, the bid will be rejected.

The above documents in a sealed cover should be submitted to the Planning & Treasury Department of the Bank's Head Office, Bhubaneswar on or before the date and time mentioned in the Schedule for bidding process given in the RFP.

Bids received in any other mode other than the mode stipulated above will not be accepted.

2. Overview of Odisha Gramya Bank

Odisha Gramya Bank is one of the Regional Rural Banks in India established in the year 2013. As of now, the Bank has a network of **Head Office, 9 Regional Offices and 549 branches** spread in 13 districts of Odisha. The Bank offers wide range of products and services.

3. Background

Goods and Service Tax was implemented from 01.07.2017, since the inception the Bank has centralized the filing and remittance of GST. The Bank has only one GST registration in the state of Odisha. GST on all eligible income are collected at Branch level and transferred to GST Liability Accounts maintained at Head Office. Input Tax Credit (ITC) are taken based on the Vendor payments done by the Branches extracted in a consolidated report, which are analysed for eligible Input Tax Credit (ITC) and net-off payment is made after reconciliation with the GST portal data.

4. Purpose and Period of Appointment

Appointment of Goods and Service Tax (GST) consultant in Odisha Gramya bank to provide end to end services for GST compliances and return filing, under GST ACT for Q2(2024-25) to FY 2026-27. The period of appointment will be for a period of 11 Quarters starting from 1st July 2024 to 31st March 2027. However, the Bank reserves the right for extending or reducing the period of appointment. The detailed Scope of Assignment is given in **Annexure-E**.

5. Invitation

The Bank invites Proposals (the "Proposals") for appointment of Consultant for providing End to End Solution and Services for Filing of Goods and Service Tax (GST) Returns for Q2 (2024-25) to FY 2026-27 as per the Scope of Assignment given in **Annexure-E**. The bidders/ applicants desirous of taking up the project are invited to submit their proposal in response to this RFP. The criteria and the actual process of evaluation of the response to the RFP and subsequent selection of the Successful Bidder (SB) will be entirely at Bank's discretion. The bidders/ applicants should have necessary experience, capability and expertise to perform, as per the detailed scope of work and to adhere to the Bank's requirements/ terms and conditions outlined in the RFP. The RFP is not an offer by ODISHA GRAMYA BANK, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of ODISHA GRAMYA BANK with a Successful Bidder. Mere participation in Bid process shall not confirm any rights to claim by the applicants.

6. Definitions

- a) "Bank" means **ODISHA GRAMYA BANK**, as defined hereinbefore in Clause 2.
- b) "Bidder/ Applicant/ Consultant" means the entity or firm who is submitting its proposal for providing services to Bank.
- c) "Partner" means a professional sharing profit in a chartered accounting firm/ LLP as defined under Limited Liability Partnership Act, 2008.
- d) "Personnel/ Professional" means full time staff with minimum qualification of Chartered Accountant and on the payroll of the Bidder for at least 3 years.
- e) "Proposal/ Bid" means the technical proposal and the Commercial/ Financial proposal.
- f) "RFP" means this "Request for Proposal" prepared by the Bank for the selection of Consultants.
- g) "Assignment" or "Services" or "Job" means the work to be performed by the Consultant pursuant to the contract
- h) "Scope of Assignment" means the document included in the RFP which explains the detailed scope of work, activities, tasks to be performed, etc.
- i) "Contract" means the contract signed by the parties and all the attached documents and the appendices.
- j) "Day" means calendar day.
- k) "Parties"- Party or Parties means Bank or Bidder/ Selected Bidder/ Consultant or both as the case may be.

7. Eligibility Criteria

- 7.1 Applicants must read carefully the eligibility criteria provided in **Annexure-A**. Proposals of only those Applicants who satisfy these conditions will be considered for evaluation process.

7.2 Conflict of interest

- 7.2.1 Bank requires that the selected consultants provide professional, objective, and impartial advice, and at all times hold Bank's interest's paramount and that they strictly avoid conflicts with other assignment(s)/ job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank.
- 7.2.2 Without limitation on the generality of the foregoing, the selected Consultants, and any of their affiliates and member firms, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:
- i. **Conflicting Assignment/ Job:** The Consultant (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment/ job that, by its nature, which are in conflict with another assignment/ job of consultancy to be executed for the same and/or for another employer.
 - ii. **Conflicting Relationships:** The Consultant (including its personnel) having a business or family relationship with a member of Bank's employee who is

directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/ job, (ii) the selection process for such assignment/ job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to Bank throughout the selection process and the execution of the contract.

7.2.3 The Bidder shall ensure that the employees of Bank shall not work as, for or be a part of the firm of selected consultants.

7.2.4 The bidders have to comply with RBI direction DBS.ARS.No.BC.02/ 08.91.001/ 2008-09 dated 31.12.2008 which states that Audit firms should not undertake statutory audit assignment while they are associated with internal assignments in the bank during the same year. In case the firms are associated with internal assignment it should be ensured that they relinquish the internal assignment before accepting the statutory audit assignment during the year.

8. Scope of Assignment As given in **Annexure-E**.

9. Earnest Money Deposit (EMD)

- a. The Bidder shall submit the EMD of Rs.1,00,000/- (Rupees One lakh only) by way of NEFT/ RTGS/ Demand Draft favouring "ODISHA GRAMYA BANK" payable at Bhubaneswar.
- b. EMD may be forfeited:
 - a) If Bidder withdraws Bid during the period of Bid Validity; or
 - b) If the successful Bidder fails to sign contract within the stipulated time period; or
 - c) If the successful Bidder fails to furnish Performance Bank Guarantee valid up to 30.09.2027 on signing of contract or
 - d) If the successful Bidder fails to deliver the relevant services within the stipulated period; or
 - e) If the successful Bidder fails to comply any of the terms of RFP or Contract.
- c. **Any Technical Proposal not accompanied by the requisite EMD copy shall be treated as non-responsive and shall be rejected immediately.**
- d. The EMD of the unsuccessful Bidders will be returned within 25 days after completion of process of selection of the Consultant. The EMD of the selected Consultant shall be refunded only after successful completion of contract/assignment.
- e. No interest is payable on the amount of EMD.

10. Clarification and Amendment of RFP Documents

- 10.1 The Bidder may request a clarification on any clause of the RFP documents as stated in Bid details. Any request for clarification must be sent by e-mail only. Bank will respond by e-mail for correspondence. The responses of the Bank will be published on Bank's website without identifying the source of the query. Should Bank deems it necessary to amend the RFP as a result of a clarification, it shall do so in accordance with the procedure stated under paragraph 10.2 below.

The Bidders shall submit the queries only in the format given below:

Bidder Name	Page No.	Clause No.	Description as per RFP	Clarification sought by Bidder

- 10.2 At any time prior to the deadline for submission of proposal, Bank may modify the bidding document by amendment. Any clarification issued by Bank will be in the form of an addendum/ corrigendum and will be available in Bank's website. The amendment will be binding on all Bidders. Bank, at its own discretion, may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account. Interested applicants are advised to frequently visit the web sites for updating themselves about changes, if any, made in the RFP before the bid submission date.
- 10.3 **Pre Bid Meeting:** Bidders are required to submit pre-bid queries, within the stipulated timelines through email (in excel format only) as per format given above. The queries submitted before pre-bid meeting, will only be discussed in the pre-bid meeting and their subsequent responses will be uploaded on to Bank's website as well as e-procurement portal.

Bidders are required to go through the RFP and any subsequent Corrigendum meticulously and submit their bid timely to avoid any last minute issues.

Non- attendance at the Pre-Bid Meeting will not be a cause for disqualification of a bidder.

Any modification of the RFP, which may become necessary as a result of the Pre- Bid Meeting, shall be made available by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website.

11 Bidding Document

- 11.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in Annexure-E of this RFP. Interested applicants eligible as per Annexure-A may participate in the Selection Process by submitting the Bids as expected in this document.
- 11.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation/ Selection Process specified in this RFP in Para 12 & Para 13. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Bank's decisions are without any right of appeal whatsoever.
- 11.3 No Bidder/ Applicant shall submit more than one application for the Consultancy.
- 11.4 The Bidder/ Applicant shall be responsible for all costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Bank etc. The Bank will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- 11.5 The RFP can be downloaded from the Bank's website, i.e. <https://www.odishabank.in>. A non-refundable Demand Draft of Rs.5,900/- (Rupees Five Thousand Nine Hundred Only) should be submitted along with the technical bid/ proposal as per Annexure B, as the cost of the RFP Document and bids not accompanied by the Demand Draft of requisite amount shall be out-rightly rejected. Please refer to submission of documents page (9).

12 Validity Period of the Proposal/Bid

- a. Validity Period: Bids shall remain valid for 90 days, after the last date for submission of proposal as per bid details. ODISHA GRAMYA BANK holds the rights to reject a Bid valid for a period shorter than the Bid Validity Period as

non-responsive, without any correspondence. Any decision taken by ODISHA GRAMYA BANK in this regard shall be final, conclusive and binding on the Bidders and shall not be questioned / challenged by the Bidders.

b. Extension of Bid Validity Period

In exceptional circumstances, ODISHA GRAMYA BANK may solicit the Bidder's consent to an extension of the Bid Validity Period. The request and the response thereto, shall be made in writing. Extension of Bid Validity Period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended by the Bidder. A Bidder may refuse the request without being liable for forfeiture of its EMD. A Bidder granting the consent will not be permitted to modify its Bid.

13 Preparation of Proposal/Bid

13.1 The proposal as well as all related correspondence exchanged by the bidder with Bank shall be written in the English language. Bidder who fulfils the eligibility criteria specified in Annexure-A will be technically evaluated and once technically qualified then commercial bid will be opened after information to the eligible bidders.

13.2 The name of the assignment/ job shall be "Appointment of consultant for providing end to end Solution and Services for Filing of Goods and Services Tax (GST) Returns for FY 2024-25 to FY 2026-27" Detailed scope of the assignment/job has been described in the scope of assignment **Annexure-E**.

13.3 The Proposal shall be in two parts viz. Technical proposal and Commercial proposal and the same should be submitted as per the norms stated in paragraph 10.

13.4 The Technical proposal is required to be submitted in the format as per Annexure-B together with annexure B1 to B5 and other supporting documents. **The Demand Draft for EMD as per Bid details should also be kept in separate envelope along with other documents**

13.5 The eligible Bidders, who would qualify as per the eligibility criteria in **Annexure-A** would be informed by the Bank through e-mail.

13.6 The technical proposals shall be evaluated based on parameters given in **Annexure-G** and the bidder securing 75% or more as per the scoring given in **Annexure-G** shall be considered as qualified for opening of financial/commercial bid which shall be opened subsequently.

13.7 In preparing their technical proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a technical proposal.

- 13.8** The Technical proposal shall not include any mention of price or Commercial proposal. **A Technical proposal containing such mention of price shall be declared invalid and rejected.**
- 13.9 The Commercial proposal should be submitted as per Annexure-C and should clearly indicate the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Commercial proposal, the lower of the two shall prevail.
- 13.10 The fee quoted shall state the fee excluding taxes. Applicable taxes will be paid as per rate prevailing at the time of actual payment. No out of pocket expenses shall be borne by the Bank. The Commercial proposal shall not include any conditions attached to it. Any such conditional Commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at source as per applicable tax laws.
- 13.11 The selected Consultant will be associated with the Bank till the completion of assignments as given in the Scope of Assignment in **Annexure-E**. The **payments terms are as given in the Annexure-F**. The payments shall be made only upon the completion of the work / assignment to the satisfaction of the Bank.
- 13.12 Bank reserves the right to reject any or all of the responses to this RFP without assigning any reason.
- 13.13 The proposal will be the basis of contract to be signed with the selected Bidder. The selected Bidder will have to enter into a formal arrangement as per the draft agreement provided in **Annexure-I** within 15 days from the date of acceptance by the successful Bidder of the offer of the Bank.
- 13.14 Bank is not bound to accept any proposal, and reserves the right to annul the selection process without assigning any reason(s), at any time prior to signing of contract, without incurring any liability towards the Bidder.

14 Submission, Receipt and Opening of Proposal

- 14.1 The proposal, technical and commercial proposals, shall contain no interlineations or overwriting.
- 14.2 An authorised representative/ signatory of the Bidder shall initial all the pages of the original Technical and Commercial proposals, if signed by the representatives, the authentication copy shall be furnished. The proposals should include a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the bid document.
- 14.3 The sealed envelope containing all relevant documents i.e. DD for EMD, DD for Cost of RFP, Technical proposal and integrity pact should be put together super scribing "FOR APPOINTMENT OF GOODS AND SERVICE

TAX (GST) CONSULTANT IN ODISHA GRAMYA BANK TO PROVIDE END TO END SERVICES FOR GST COMPLIANCES AND RETURN FILING, UNDER GST ACT FOR FY 2024-25 TO FY 2026-27": TENDER REFERENCE NO. OGB/PTD/GST/RFP/02/2024-2025 and should be addressed to:

The, General Manager
ODISHA GRAMYA BANK, HEAD OFFICE
Planning & Treasury Department
At- Gandamunda, PO - Khandagiri
Bhubaneswar – 751 030

14.4 Bank shall not be responsible for postal delay, misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a cause for proposal rejection. Any condition put forth by the Bidders, non-conforming to the Bid requirements shall not be entertained at all and such Bid shall be rejected forthwith. The decision of ODISHA GRAMYA BANK in this behalf shall be final, conclusive and binding and shall not be questioned / challenged by the Bidders.

14.5 The sealed envelope containing the documents as per point no. 1.b. should be submitted at the address given in paragraph 14.3 not later than the time mentioned in bid details. Any proposal received by Bank after the deadline for submission shall not be accepted.

14.6 Commercial Bid

- a. The Commercial Offer should be submitted as per format given in Annexure-C in a separate envelope and not be included with Technical Bid. This must contain all prices. The price shall be quoted in Indian Currency only and shall be all inclusive. No separate fees/reimbursements other than GST, as applicable, at the time of payment shall be made by the Bank.
- b. The Vendors should not offer any options or any conditional offers to the Bank while giving the price information. No additions or deletions to the Annexure are allowed. Any deviations may lead to disqualification of bid.
- c. Date of opening of Commercial bid would be advised after completion of the process of evaluation of Technical Bid and presentations to the Bank by the successful bidders in technical bid.
- d. Bidders who score minimum 75 out of 100 marks on the technical evaluation criteria as per Annexure-G will only be considered. The Commercial bids of the applicants with technical marks less than 75 will not be considered for commercial / financial evaluation.
- e. In case the number of bidders qualifying in the technical evaluation stages is less than 2, then it is at Bank's discretion, to choose the top 2 scores or discontinue the evaluation process or re-tender.

14.7 Modification and Withdrawal of Bids

a. Written Notice

The Bidder may modify or withdraw its Bid after the submission of the Bid,

provided that ODISHA GRAMYA BANK receives written notice of the modification or withdrawal, before the expiry of deadline prescribed for submission of Bids i.e. last date of receipt of the Bid. Bank reserves its Rights to give such permission.

A duly signed withdrawal notice may also be sent by e-mail or post, so as to reach the designated office, before the expiry of deadline for submission of Bids i.e. last date of receipt of the Bid.

- 14.8 Representatives of Bidders may be present during opening of the Technical proposals. However, Technical Proposals would be opened even in the absence of any or all of the Bidders representatives.

15 Proposal Evaluation

- 15.1 From the time the proposals are opened to the time the contract is awarded, the Bidders should not contact Bank, unless called for. The Bidders should also not contact any of the officers/ employees or representatives of the Bank on any matter related to its technical proposal and/ or Commercial proposal with a view to influencing Bank in the examination, evaluation, ranking of proposals, and recommendation for award of contract. Such an effort shall result in the immediate rejection of the Bidders' proposals. Canvassing in any form would lead to disqualification of the proposal.
- 15.2 The eligible Bidders, who would qualify as per the eligibility criteria in Annexure-A would be informed by the Bank through e-mail, no separate communication will be given for non-selected applicants.
- 15.3 The technical proposals including presentation shall be evaluated based on parameters given in Annexure-G and the Bidder securing minimum 75% as per the scoring given in Annexure-G shall be considered as qualified for opening of financial/commercial proposals.
- 15.4 The commercial proposals will be opened subsequently after intimating the qualified Bidders. The final selection will be made as per the scoring sheet – Annexure-D.
- 15.5 In case of a discrepancy between amount in words and figures, the former will prevail.
- 15.6 During evaluation of Bids, ODISHA GRAMYA BANK may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received within the prescribed period as may be prescribed by ODISHA GRAMYA BANK in this regard, ODISHA GRAMYA BANK reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.
- 15.7 ODISHA GRAMYA BANK reserves the right to
- a) accept or reject any or all the proposals without assigning any reason and without incurring any liability and
 - b) engage a consultant for the entire Assignment/ Job only for one or more segments of the project and the decision of the Bank would be final.

16 Cancellation of Bid

ODISHA GRAMYA BANK reserves the right to re-issue /re-commence/cancel the entire bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ODISHA GRAMYA BANK's action. ODISHA GRAMYA BANK shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. ODISHA GRAMYA BANK further reserves the right to re-issue /re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of ODISHA GRAMYA BANK in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

17 Disclaimer

17.1 The information contained in this RFP document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/ email by or on behalf of Bank, is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

17.2 This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP 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 and wherever necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the Selected Bidder (SB).

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

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

- 17.5 The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder (SB), as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 17.6 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

18 Contract Finalization

- 18.1 The acceptance of the Bid, subject to contract, will be communicated in writing to the successful Bidder by means of Offer of Contract at the address given by the Bidder in the tender response. The Offer of Contract need to be accepted unconditionally and delivered by the bidder in writing within 15 days from the date of issue of the offer. The failure, delay or evasion by the successful Bidder to accept the offer will result in cancellation of the offer and Bank retains its right to issue offer to the next highest Bidder.
- 18.2 Bank and the selected Bidder shall finalise the terms of contract to be executed as per the prescribed terms of the Bank. Bank shall have the right not to enter into the contract with the consultant if the consultant is unable to provide the professional staff assured in the technical proposal. In such an eventuality, Bank reserves the right to reject the proposal and restart the entire process. On acceptance of the Offer the successful Bidder has to submit the Performance Bank Guarantee /Performance security for an amount equivalent to 10% of the Order within 30 days from the date of acceptance valid for total contract period from the date of acceptance of the contract and shall be retained till the completion of the contract period. The guarantee shall also contain a mandatory claim period of additional one year from the the last date of validity and may also be extended with mutual consultation.**
- 18.3 Bank will not consider substitution of professional staff after signing the contract and during the tenure of the assignment unless both parties agree that undue delay in the selection of professional staff makes such substitution unavoidable, or for reasons such as death or medical incapacity, or if the professional staff has left the

organisation. Any proposed substitute shall have equivalent or better qualifications and experience and complete details be submitted by the consultant within the 15 days of such event.

18.4 The selected Consultant will have to enter into a formal Agreement on stamp paper as per the Bank's prescribed format within 15 days from the date of Acceptance of the Offer of Contract and it shall pay for all stamps and legal expenses incidental thereto. The Bidders are requested to read all the conditions mentioned in the draft agreement as part of RFP Document and satisfy themselves on the terms and conditions, as the Bank would not be entertaining any request for modification of the draft agreement.

19 Confidentiality Agreement

As the selected consultant will have access to the required data of the Bank, he shall treat as confidential all data and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and shall not reveal such data/ information to any other party without the prior written approval of the Bank. The Bank will require the consultant to sign a non-disclosure agreement as per format provided for not disclosing or part with any information relating to the Bank and its data to any person or persons or authorities, without prior written consent of the Bank. Breach of the same will result in cancellation of the agreement apart from other remedies which shall be available to the Bank against consultants.

20 Indemnification

The selected consultant shall at their own expenses, indemnify the Bank against any loss on claims due to loss of data/ damage to data of the Bank arising as a consequence of breach of any of the clause or terms and conditions of the agreement.

21 Cancellation of Agreement

The agreement with the selected consultant may be cancelled at the Bank's discretion on account of following or without assigning any reason:

- a. On refusal to take up the allotted Assignment;
- b. If the firm stands dissolved/ reconstituted under the name/ style of the firm is changed;
- c. On non-abidance of the terms and conditions stipulated in the agreement;
- d. If the performance of the Consultant is not found satisfactory (viewed as such by the Bank's appropriate authority);
- e. Any other reason at the discretion of the Bank.

22 Representations and Warranties

- 22.1 That the Bidder is a Partnership firm / LLP / Company which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated by this RFP, possesses the financial wherewithal, the power

and the authority to execute, deliver and perform the terms and conditions of the engagement and provide the Service(s) sought by Bank.

- 22.2 That the Bidder, any of its partners / directors or its team is not involved in any litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the engagement.
- 22.3 That the Applicant has the professional skills, personnel and resources/ authorizations/ approvals/ infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RFP and this engagement.
- 22.4 That the Applicant shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep Bank, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.
- 22.5 That all the representations and warranties as have been made by the Applicant with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.
- 22.6 That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
- 22.7 That there are no inquiries or investigations have been threatened, commenced or pending against the bidder or any of its Partners or its team members by any statutory or regulatory or investigative agencies no action or steps or proceedings started/initiated against the Bidder by any person for it winding up, dissolution etc., and that the Bidder is solvent.
- 22.8 That all conditions precedent under the engagement have been complied with.
- 22.9 That neither the execution nor delivery by the Bidder of the Engagement nor the Bidder's compliance with or performance of the terms and provisions of the engagement, will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject.

23 Disciplinary action for professional misconduct

In case of any professional misconduct observed on the part of the selected firm, in addition to the remedies such as to debar such firm from any future service to the Bank, intimation of such misconduct to the authorities such as RBI / IBA / GOI, etc., the Bank will also be entitled to approach any Court of law or Governing authority such as ICAI / MCA, etc.

24 Liquidated Damage / Penalty

- 24.1 If the successful bidder fails to deliver or perform the services as stipulated in the RFP / Contract, Bank will reserve the right to deduct penalty from the monthly fees to be paid to the consultant. The details are mentioned in Annexure-F.
- 24.2 Any loss caused to OGB or claims made against OGB owing to non-performance of the services by the successful bidder as per the contract, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the Bank. The Bank reserves the right to recover this amount from any dues payable or accrued to the successful bidder in future of any claim.
- 24.3 Any financial loss occurred to OGB on account of fraud committed by the successful bidder, its employees or their service provider's act of negligence shall be recovered from the successful bidder along with damages if any with regard to Bank's reputation and goodwill.

25 Miscellaneous Terms & Conditions

- 25.1 Until a formal contract is prepared and executed, this offer together with Bank's written acceptance and notification of award shall constitute a binding contract with the Bidder.
- 25.2 Bank is not responsible for non-receipt of Bids within the specified date and time due to any reason including postal delays or holidays.
- 25.3 The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its websites <https://www.odishabank.in> before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- 25.4 Bids not conforming to the requirements of the RFP may not be considered by Bank. However, Bank reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of Bank; the best interests of Bank would be served by such waiver.
- 25.5 Bank shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by Bank, in its sole discretion, may include but are not limited to, the following:
- (i) Services contemplated are no longer required;
 - (ii) Detailed Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments;
 - (iii) Proposed fees are unacceptable to the Work;
 - (iv) The Project is not in the best interests of Bank;
 - (v) Any other reason.
- 25.6 The Applicants shall be responsible for all of costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Bank, etc. The Bank will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- 25.7 Bank reserves the right to verify the validity of Bid information and to reject any Bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.

25.8 All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder and to be submitted with the Bids.

- 25.9 Bank may choose to take an undertaking from employees of the Consultant to maintain confidentiality of the Bank's information / documents etc. Bank may seek details / confirmation on background verification of Consultant's employees, worked/working on Bank's project as may have been undertaken / executed by the consultant. Consultant should be agreeable for any such undertaking / verification.
- 25.10 Any further Addenda/ Corrigenda/ Extension of Dates / Clarifications / Responses to bidders queries in respect of the RFP shall only be posted on Bank's website <https://www.odishabank.in> and no separate notification shall be issued in the newspaper.
- 25.11 The bidder agrees to comply with all the procedures as laid down under the CVC guidelines and Manual for Procurement of Consultancy & Other Services 2017, issued by Government of India, Ministry of Finance, and Department of Expenditure. The bidder also agrees that, if it emerges as a successful bidder, then the bidder would submit the necessary documents as may be required towards compliance of the above order.

The proposals and related Annexures should be signed by the authorized representative/s of the Consultant. The executants' authority to represent and bind the Consultant Firm / Company must be confirmed by a written authority letter issued by the Competent Authority of the Consultant Firm accompanying the proposal.

Annexure-A

Sl No	Eligibility Criteria	Documents to be submitted
1	The bidder must be either a registered Partnership Firm or Limited Liability Partnership (LLP) or a Private/Public Limited Company having its own establishment in India for the last 5 years as on 31.03.2024. For MSE and start-ups, they should be in operations since last 3 and 2 years respectively as on 31.03.2024.	The Certificate of Incorporation issued by the Registrar of Companies / registered Partnership deed to be submitted.
2	Bidder should preferably have a full-fledged office in Bhubaneswar for at least three years (as on 31.03.2024).	Self-declaration should be submitted with the bid duly signed by the authorized signatory of the bidder.
3	Bidder should be regular Practitioner / Consultant for GST and related matters for Banks / FIs (handled at least one Public Sector Banks with branch strength of 500 and above for at least one term of continuous engagement for 3 years) having GST registrations in one or more states in India and should have been in the business of Tax Consulting in India.	Supported by information on consulting business in India namely assignment /order letters or client references. Confirmation from clients.
4	The Company/ Firm/LLP should be capable of providing the support / help to all the branches/ offices of the bank from a centralised location.	Self-Certificate should be submitted with the bid duly signed by the authorized signatory of the bidder.
5	The bidder should not be involved in any litigation which threatens solvency of the company / members of the firm / LLP	Certificate is to be provided by the chartered accountant / statutory auditor of the company / firm / LLP

RFR REFERENCE NUMBER: OGB/ PTD/GST/RFP/02/2024-25 APPOINTMENT OF GOODS AND SERVICE TAX (GST) CONSULTANT IN ODISHA GRAMYA BANK TO PROVIDE END TO END SERVICES FOR GST COMPLIANCES AND RETURN FILING, UNDER GST ACT FROM Q2 (2024-25) TO FY 2026-27

6	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments during the Last 3 Financial Year.	Bidder should specifically certify in Appendix-A in this regard.
7	The Bidder's firm should not be owned or controlled by any present Director or employee of IOB/ OGB.	A self-declaration by the Bidder on company letter head.
8	The company / firm / LLP should have all resources relating to software, hardware and network connections with due licenses	Self-declaration
9	Labour Laws Compliance by the bidders	Undertaking to this effect to be submitted
10	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.	Bidder should specifically certify in Appendix-A in this regard.

Note:

- Documentary evidence needs to be submitted by the Bidder for each of the eligibility criteria.
- Self-declaration needs to be signed by authorised signatory(s).
- Banks mean scheduled commercial banks in India.
- The criteria listed above are the minimum requirements and weightage will be given on certain criteria as enumerated in the RFP.
- Any Bidder who was selected as a successful Bidder in any of the earlier RFPs floated by the Bank and who was subsequently found to have rendered deficient service will be automatically disqualified from participating in the bid.

Annexure-B

TECHNICAL PROPOSAL Letter of Proposal

(On Applicant's letter head)

The General Manager
Planning & Treasury Department
ODISHA GRAMYA BANK
Head Office
Bhubaneswar – 751 030

Dear Sir,

Subject: Appointment of GST Consultants for GST Compliances, Return filing, Support under GST Act from Q2 (2024-25) to FY 2026-27: Technical Proposal

Dear Sir,

1. With reference to your RFP Document dated..... , I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for Appointment of GST Consultants for GST Compliances, Return filing, Support under GST Act from Q2 (2024-25) to FY 2026-27. The proposal is unconditional and unqualified.
2. We agree to keep this offer valid for 90 (ninety) days from the last Date of submitting the proposal specified in the RFP.
3. We agree to undertake the project, if allotted by you, as per the scope of assignment and in accordance with the time frames specified in RFP as well as on the payment terms mentioned therein.
4. We agree and undertake to abide by all the terms and conditions of the RFP Document. We submit this Proposal under and in accordance with the terms of the RFP Document.
5. We confirm that the information submitted by us in our bid / proposal is true and correct.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Date: Place:

List of Document Enclosed:

1. Annexure (B-1 to B-5)
2. EMD
3. Cost of RFP documents DD particulars

Annexure B-1

Particulars to be furnished for the purpose of appointment of consultant

1	Name of the Bidder Company/ Firm	
2	Date of Incorporation of Bidder Company /Firm	
3	Complete Address of Bidder company/ Firm	
4	Name and Contact details and E-mail id of the authorised person	
5	Particulars of the Authorized Signatory	
	a) Name	
	b) Designation	
	c) Contact Number	
	d) Fax no.	
	e) E-mail id	
6	Persons proposed to be assigned for the consultancy services and their profiles	
7	Name, address and account number of the Bidder's banker	
8	PAN of the Bidder Company/Firm	
9	GST registration number of the Bidder Company/Firm	
10	Office Address of Chennai (if available) along with date of establishment of office in Chennai. Total number of full time professional staff of the Bidder in Chennai.	(Please provide Supporting documents)
11	Details of Partners of the Bidder	(As per Annexure B – 4)
12	List of full time professional staff of the Bidder.	(As per Annexure B – 5)
13	Presence in how many towns/ cities in India – Please furnish names of cities/ centers	
14	Any other Information considered relevant by the bidder.	

(Signature, name and designation of the authorised signatory)

Annexure B-2

Particulars in respect of engagement / GST Project in Banks in India

Sl.No.	Name of Bank	Brief Details of scope of work	Name of Person in-charge from client side with contact no and email id	Period	
				From	To

(Signature, name and designation of the authorised signatory)

Note: Client Certificate/ Contract with Client in support of the information above should be submitted

Annexure B-3

Details of Partners/Directors of the Bidder

S. No.	Name of the Partners / Directors	Head Office Address	Membership No. of Partner with ICAI / MCA as applicable*

*ICAI – Institute of Chartered Accountants of India

*MCA - Ministry of Corporate Affairs

(Signature, name and designation of the authorised signatory)

Annexure B-4

Details of full time professional staff of the Bidder

S. No.	Name of the Full-time Professional Staff	Qualification	Number of Years of Service in the Firm / Company

(Signature, name and designation of the authorised signatory)

Annexure B-5

TEAM MEMBER PROFILE

Details of Persons who will form the team for the proposed assignment

1. Name of the Person :
2. Office Address :
3. E-mail ID :
4. Phone Number Office :
Mobile :
5. Date Since Working in the Firm :
6. Professional Qualifications :
7. Present Designation :
8. Experience :

(In separate sheets for each of the Team Members)

Annexure-C

COMMERCIAL PROPOSAL

The General Manager
Planning & Treasury Department
ODISHA GRAMYA BANK
Head Office
Bhubaneswar – 751 030

Dear Sir,

Subject: APPOINTMENT OF GOODS AND SERVICE TAX (GST) CONSULTANT IN ODISHA GRAMYA BANK FOR GST COMPLIANCES, RETURN FILING, SUPPORT UNDER GST ACT FOR FY 2024-25 TO FY 2026-27

Financial Bid

With reference to your RFP Document dated, we submit here below the Commercial Proposal for selection as Consultant for above.

Sr. No	Description	Financial Bid Amount (in words and figures)
1.	APPOINTMENT OF GOODS AND SERVICE TAX (GST) CONSULTANT IN ODISHA GRAMYA BANK FOR GST COMPLIANCES, RETURN FILING, SUPPORT UNDER GST ACT FOR FY 2024-25 TO FY 2026-27. Implementation as per of Assignment (Annexure-E) of RFP _____	
Rupees _____		

All applicable taxes will be paid separately by the Bank.

I/We agree that this offer shall remain valid for a period of 90 days from the last date of submission of Proposal or such further period as may be mutually agreed upon.

Yours sincerely

(Signature, name and designation of the authorised signatory)

Date:

Place:

Annexure-D

Parameter for selection of Consultant

Sl.No.	Parameters	Maximum Marks (Weightage)
1.	Technical Parameter	70
2.	Financial Bid	30

For example:

Three consultants namely A, B and C participated in the bid process and their technical score are as under:

A=60, B=70 C= 80

After converting them into percentile, we get

A= $(60/80)*100 = 75.00$

B= $(70/80)*100= 87.50$

C= $(80/80)*100=100.00$

The quoted prices for consultants are as under:

A = Rs.8000/-, B = Rs.9000/-, C = Rs10000/-

The final cost (lower cost quoted in price bid, in this case it Rs.8000/-) quoted by the bidders converted into percentile score shall be as under:

A = $(8000/8000)*100 = 100.00$

B = $(8000/9000)*100 = 89.00$

C = $(8000/10000)*100 = 80.00$

As the Weightage for technical parameter and cost are 70% and 30% respectively, the final scores shall be calculated as under:

A = $(75*0.7) + (100*0.3) = 52.50+30.00=82.50$

B = $(87.50*0.7) + (89*0.3) = 61.25+26.70=87.95$

C = $(100*0.7) + (80*0.3) = 70+24=94.00$

Hence, the offer of 'C' (being highest score) would be considered as (H1) Bidder and will be called for the negotiation before awarding the contract. The Bank Reserves the right to reject even H1 Bid without assigning any reason whatsoever.

Note: Bank may at it sole discretion, decide to seek more information from the Bidders in order to normalize the bids. However, Bidders will be notified separately, if such normalization exercise (as part of technical evaluation) is resorted to.

Detailed Scope of Work

A) General Compliance

1. Regular review of the existing system, policies and procedures relating to Goods and Service Tax (GST) of the Bank and submitting timely reports thereon.
2. Regularly review, analyze GST implications, identify potential risks and make changes in operating structure and business transactions under Indirect Tax Structure including KYC norms and all other documents required & records to be maintained.
3. Regularly review and suggest changes to be made in the contracts/ documents etc. issued to the clients / vendors / contactors / customers / B2B / B2C customers, suggesting suitable communication to be sent out to ensure the compliance of GST.
4. Reviewing the transactions that attract CGST / IGST / SGST even without consideration such as inter-branch transactions, Centralised function of the Bank at HO, Regional Offices, Clearing Houses etc.
5. Analyze & review the applicability of anti-profiteering measures proposed in the Bank. Further, advise and provide the required system to the top management for compliance under anti-profiteering measures proposed under CGST/ IGST/ SGST.
6. Regular review and suggest suitable policies to be framed by various departments of the Head Office/ Branches/ access points in complying with various taxes and the related regulations upon specific requests by bank to comply with GST.
7. Regular review of the business processes to reduce GST compliance cost including but not limited to inadmissible Input Credit and suggesting suitable changes to minimize such compliance cost.
8. Provide verbal and written opinions/ comments/ clarifications on all GST / Service Tax matters raised by the Branches/Offices.
9. Guidance, vetting and drafting of various circulars and other notifications to be issued by the Bank for the information of the branches/Departments/Other offices in respect of GST/ IGST/ SGST/ UGST and related matters and also suggest suitable circulars to be issued.
10. Advise the Bank about accounting system & ledgers to comply with GST Rules.

11. Perform proper and full GAP analysis on a monthly basis.
12. Monthly review of any new income and expenditure streams of the Bank for advising on applicability of GST liability and availability of Input Tax Credit benefit to the Bank;
13. Provide some platform wherein Branches /Department can send query related to GST rate, GST reversal, Amendments, etc.;
14. Provide opinions / comments / clarifications sought on various Service Tax and GST issues raised by various departments of Head Office / Branches / Offices and other units of the Bank;
15. Advise various departments of Central Office / Branches / Offices and other units of the Bank in complying with Service Tax and GST related regulations;
16. Should be capable of providing the support / help desk to all the branches/offices of the Bank from a centralized location.
17. Provide assistance during the quarterly Review Audit and GST Annual Audit to address the query raised by the Statutory Auditors and also during GST Audit by the GST Department as and when required.

B) GST Returns Compliance

1. Provide end to end services for filing various statutory returns required to be filed under GST and validate the entire data to be uploaded on GSTN portal for the monthly liabilities viz GST, GST-TDS, State levied special Cess and Input Tax Credit claim of the Bank, including any new Cess or liability imposed by change in law;
2. Advise on the maintenance of statutory registers and details to be maintained under GST law, legal formalities w.r.t. registrations, amendment thereof, application for refunds on GSTN etc. The records to be maintained at the Registered place of Business.
3. Assist in preparation, review and validation of existing monthly returns by reconciliation with books/ Trial balance on monthly basis and annual returns by Audited Financials.

4. Assist in preparation, review and validation of any new return which may be prescribed in future;
5. Assist in preparation of monthly accounting entries including suggestion for changes in system for automation of entry process.
6. Analyse the reports provided for the GST returns and suggest for the changes in the CBS system for generating the required data to be used and maintained for GST Compliance.
7. Monthly Verification of the GST returns filed with the reports and the statement of the GST portal as well as Internal Books of accounting.
8. Advise and prepare / workout the calculation for payment of GST liability based on the GST payable register and the ITC register of the Bank.
9. Assist in Input Tax Credit matching activity of the Bank.
10. Reconciliation of GST payable as per GST returns (GSTR1, GSTR3B, GSTR 7 or any other returns applicable to the Bank) vis-a-vis books of accounts on monthly basis at transaction level. GST Consultant shall provide necessary reports & advise as well as assist for necessary actionable.
11. Assist in reconciliation of Bank's GST ledgers with balances in Cash and Credit ledger of GST portal and advising on automatization of reconciliation process;
12. Assist in matching of income and tax liability as per GSTR-1 and GSTR-3B. Invoice-wise Matching the Input Tax credit as per Vendor Statement and GSTR-2A / GSTR-2B.
13. Assist in matching income as per Bank's book and income report extracted for centralised filing of GST Returns.
14. Advising on determination of Point of Taxation, Place of Provision of Service or any other Rules with respect to GST;
15. Advising on availability or other wise of input credit on various input services / Inputs.
16. Advising the Bank to ensure compliance in various matters including but not limited to Reverse Charge, self-invoicing, intra-bank transactions, matching of input tax credits, etc.;
17. Preparation, in all aspects, of GSTR 9 & 9C (or any new form notified for Annual compliance) whatsoever for the period starting from FY 2024-2025 till FY 2026-27 irrespective of the fact that the due dates are falling after March 2027 including

reconciliation of revenue/expenses as per books and submitting the monthly compliance report as advised by the bank.

18. A monthly Compliance report (hard copy duly signed) would be submitted to the management within the specific deadline i.e. for GSTR1 latest by 09th of the month and for GSTR3B latest by 16th of the month and update Bank on recent changes and its impact on the GST workings. Your monthly compliance report shall be certified by competent authority and clearly indicate the accuracy of filing :-

- Total Income as per the Books with GSTR1 Total Income;
- Total Taxable Income as per the Books with GSTR1 Total Taxable Income;
- Total Exempted Income as per the Books with GSTR1 Total Exempted Income;
- Total Nil Rated Income as per the Books with GSTR1 Total Nil Rated Income;
- GST compliance pertaining to SEZ Transactions in GSTR1
- Eligible ITC as per GST Act 2017.
- Inward supplies liable to RCM (for Notified service and Unregistered Dealer as and when made effective by GOI/CBIC)
- Ineligible ITC U/s 17(5) of CGST Act, 2017.
- Ineligible ITC under any other category.
- Value of exempt supplies, Nil Rated and Non GST inward supplies from composition dealer.
- Availment and reversal of ITC on capital goods
- T1/T2/T3/T4 classification as envisaged in ITC rules notified under GST Act.
- Reversal of Regular ITC, RCM, Capital goods (both in the event of removal and/or transfer of goods between 2 branches across states/ UTs)
- Such other items as and when specified considering the requirements of the GST Act and the Bank.
- Reconciliation report between GSTR-2A & / or GSTR-2B and GSTR3B for the given period.

C) Techno Functional

1. To work in tandem with Information Technology (IT) developers of Bank, inter-alia, to Examine the GST functionalities available in existing / future software platforms / applications of the Bank and to provide guidance / assistance to Information Technology team of the Bank for necessary developments / changes in these platforms for proper compliance of GST provisions.
2. Review the alignment of diversified Income Booking activity and corresponding GST payable accounting in the Bank's CBS in a uniform manner and suggest suitable solutions for any deviations and implement the solution in CBS.
3. Review the platform developed for centralised collation of data from all the existing / future applications / softwares, engaged in preparation of GST returns which are filed from central location for all the registrations;

4. Put in place necessary checks to ensure integrity and completeness of data being received at the centralised platform;
5. To continuously review, advise amendments / developments in the software platforms / applications, tax determination platform or any other software being used by the Bank for ensuring compliance with GST and Input Tax Credit provisions.
6. To advise amendments / developments in the software platforms / applications, tax determination platform or any other software being used by the Bank for ensuring compliance with changes in GST and Input Tax Credit provisions.
7. Regularly review the documents and records maintained by the bank under GST regime. Assist in User Acceptance Testing (UAT) or end user testing and also review the UAT or end user testing, if any, done by the bank to enable to comment on the degree and extent of integration into the GST Network (GSTN) i.e. the Registration, Payment, Returns and Refunds processes instituted by the government for the GST administration or any CBS Menu developed for GST compliance purpose.
8. Review the existing Systems for full compliance with CGST/ IGST/ SGST/UGST laws/ rules/ notifications and suggest changes for overall improvement in regulatory compliance including Information Technology system changes;
9. Study all system of calculation of various liabilities and Input Tax Credit claim of the Bank and suggest on automatization of all the manual processes involved.

D) Input Tax Credit Compliance

1. Verification of Input Tax Credit (ITC) compiled by the Bank as per the provisions of Central Goods and Services Tax (CGST) Rules, 2017 and other GST Act/Laws/Rules/Notifications/Press releases erstwhile Service Tax rules etc.,
2. To undertake and review of GST Inputs and Input Service including RCM working (Both Domestic & Foreign) of the Bank.
3. Review of the expense heads in Trial Balances (both Existing/Newly opened) on a monthly basis to do the classification of the total ITC booked as per GST Audit requirements as follows: -
 - Expenditure in respect of entities registered under GST.
 - Relating to goods or services exempt from GST.
 - Relating to entities falling under composition scheme.
 - Relating to other registered entities.
 - Total payment to registered entities.
 - Expenditure relating to entities not registered under GST.

4. Necessary guidance/Inputs to be given to the respective dealing teams/Departments so that the process can be automated wherever feasible.
5. Reconciliation report between GSTR-2A, GSTR-2B and GSTR-3B for the given period.
6. Bidder shall facilitate the Bank to deal with mismatches between GSTR-2A, GSTR-2B and GSTR-3B.
7. Necessary follow ups with the Bank's Branches & Vendors for optimum Input Tax Credit (ITC) availment and minimizing the mismatches between the Bank's Purchase Register and GSTR-2A / GSTR-2B within the related statutory timelines.
8. To guide the officials of the Bank on capturing, accounting and maintenance of ITC records/Bills/Invoices etc. for optimum availment and utilization of ITC and also advice various tax planning techniques which may be substantiated with proper reasoning and backup data. Opinions in email may be provided wherever desired.
9. All bills/Tax invoices (online or physical) and related documents of Head office shall be verified by the Consultant on materiality basis i.e. all bills > Rs.1 Lakh shall be fully checked, bills less than Rs. 1 Lakh shall be checked on sampling basis with assumptions duly recorded in their report.
10. Bidder will assist the Bank in identifying the expenses where cross charging of expenses between branches may be involved & provide guidance on the basis for such cross charge and the accounting entries to be passed in this regard.
11. Reconciliation between the Bank's Purchase Register and GSTR-2A / 2B to arrive at matched, mismatched and partially matched invoices with reasons for each exception.
12. Advise on Input Tax Credit matching activity so as to maximise Input Tax Credit benefits of the Bank.
13. Provide opinion to the Bank on valuation and availment of Input credit (under Service Tax and GST) on various input services / Inputs availed by the Bank;
14. Standard Operating Guidelines to be provided for the Department dealing with different product and accounting procedure by a detailed analysis of the activity of the Department to confirm GST Compliance.

E) Audit/Assessment/Appeal Proceedings /Advisory services: Under GST Laws Pertaining to Central, State and Union Territory

1. Advising budget implications on various products of the Bank including changes in Information Technology (IT) softwares, liability calculation and Input tax credit claims by Ministry of Finance and any other regulatory authorities, e.g. RBI, etc.
2. Provide opinion / comments / clarifications to Bank on valuation and taxability of various income streams, new products (interest, service charges, fees and commission, etc.) of the Bank;
3. Replying to queries raised by the Bank on ITC, preparation of written submissions to the GST/Service Tax Authorities on queries raised, if any, on availment and utilization of ITC based on the monthly report.
4. To update Bank on recent changes in Law in related areas and its impact on the GST ITC related workings.
5. Review of various circulars to be issued to the Circles / branches in respect of GST related matters for GST Compliance.
6. Advise on Vendor management process to ensure things at the Branch level in a user friendly method so that the Bank gets due Input Tax Credit benefits;
7. Provide any other advice to the Bank on any GST related issues to optimize the Input Tax Credit benefit and ensuring tax compliance;
8. Provide write ups on matters to be posted to Ministries, various other authorities through IBA, including matters to be posted to IBA only.
9. Draft and file appeals in all tax related cases before all the Appellate authorities on behalf of the Bank;
10. Represent the Bank before the GST authorities in connection with the assessment proceedings, resolution of issues raised by them and related matters;
11. Provide opinion / draft replies on the issues raised in various Audits conducted by various Regulatory Authorities viz. Central Excise Revenue Audit (CERA), GST Department, CAG, DGCEI, Anti-evasion, High Court and Supreme Court;
12. Draft replies / communications to various letters, enquiries and demand cum show-cause notices received by the Bank in relation to taxation matters;
13. Briefing the Counsel for appearing before CESTAT (Customs Excise and Service Tax Appellate Tribunal) / other Appellate Tribunal as well as High Court and Supreme Court;
14. Drafting case for opinion for obtaining advices from senior legal counsels who are not in Bank's panel;

15. Advising in cases where refund becomes due, drafting and filing of refund applications, maintaining case files of refund cases and taking necessary steps to complete the refund process;
16. Review of orders passed by the various Revenue authorities, preparation of suitable responses and detailed computation of interest levied and granted by the Assessing Officer/s;
17. Review of Tax orders passed by the High Court or Supreme Court for various assessment years.

The above list is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance for all activities required for due compliance with applicable GST Rules / provisions by Central/State/Union Territory).

Further, as proposed under GST Regime, compliance is required to be done at State / UT Level. Therefore, the selected consultant is expected to carry out all above functions for each registration that the Bank has obtained or will obtain (i.e. for new State / UT / Vertical) in future. The Bidder should also be available at the Registered Place of Business of the states for which Bank has GSTIN during the course of State Audit by the Central or State GST Authorities.

Timelines

The above scope of work & deliverables have to be designed and executed to the Bank's satisfaction within timelines as may be required by the bank, within the overarching timelines that may be prescribed by the GOI/CBIC/RBI, and communicated to the Consultant from time to time during the course of assistance for smooth and timely Compliance of GST.

Note: In order to understand the existing process/policies being followed by the Bank, to assess the GST liability, filing of returns, etc., the bidder is expected to interact with the Bank and ensure a smooth transition.

Annexure-F

Payment terms

- Bidders have to quote the total fees for the assignment. The fees quoted shall state the fee and taxes applicable at the present rate (Taxes applicable will be paid as per rate prevailing at the time of actual payment). GST will have to be quoted separately in the invoice. All out of pocket expenses, travelling, boarding, accommodation and lodging expenses which may be incurred by the GST Consultant and/or its officials in connection with the Contract shall be borne and payable by the GST Consultant alone and the Bank shall not be bound to make payment of any amounts in this regard to the GST Retainer.
- Payment will be made after deducting tax deductible at source as per applicable tax laws.
- The Bank reserves the right to deduct penalty from the monthly fees to be paid to the consultant in accordance with the penalty clause mentioned below:

Reason	1st instance	2nd instance	3rd instance
Delay in providing the opinions > (T+2)	Caution Note	5%	10%
Delay in validating tax liability computations (T+1)	Caution Note	5%	10%
Delay in Filing the Statutory Returns applicable for the Bank as per the GST act	Equivalent to the amount of penalty imposed on respective states.		
Failing to visit our office as and when required by the Bank.	Caution Note	5%	10%
Un-authorized absence of authorised representative in Bank's premises for more than three days in a month	Caution Note	1%	5% for each additional instance
Delay in providing reply / appeal to legal notices/ Orders / enquiries etc: For GST / Service Tax > (T+7) or last date of reply as given in the Notice (w. e. e)	Caution Note	5%	10%
Failure to provide guidance on IT and accounting system changes as per Statutory / Bank's requirements > (T+2)	Caution Note	5%	10%

Reason	1st instance	2nd instance	3rd instance
Delay in providing implications of tax law changes having effect on our Bank > (T+2)	Caution Note	5%	10%

- Fees payable to the GST Consultant shall not be liable for upward revision during the Term of this Agreement irrespective of reasons whatsoever including, increase or imposition of new taxes, duties, levies, octroi, charges etc. All undisputed payments shall be made by the Bank by direct credit to the GST Consultant Account Number through NEFT/RTGS payment mode, within 30 working days of the date on which the payments fall due in respect of an undisputed invoice or within 30 days of receipt of undisputed invoice, whichever is later.
- Notwithstanding anything contained in this Agreement or the RFP where the GST Consultant is liable to pay any amount to the Bank, on account of penalties under this agreement or on account of discrepancies in the invoices, invocation of indemnity by the Bank, for third party claims, statutory dues or for any other reason the Bank shall without prejudice to its other rights be within rights to adjust such amounts from the Fees payable to the GST Consultant and raise a demand on the GST Consultant for the balance amount if any and the GST Consultant shall pay such amount to the Bank within 10 working days of receipt of such demand.
- The Commercial proposal shall not include any conditions attached to it. Any such conditional Commercial proposal shall be liable for rejection.
- The Bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the scope of work of the GST consultant assignments and therefore, any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.
- The reasons like non-familiarity with the GST site conditions and/ or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever.

The payment for the assignment would be as follows. The payment would be made against raising of invoice

Sl.No.	Particulars	Percentage of Payment Per Year
1	After successfully filing of all records in Q1 returns and required revised returns of previous period if any.	20% of the Yearly Project Cost
2	After successfully filing of all records in Q2 returns and required revised returns of previous period if any.	20% of the Yearly Project Cost
3	After successfully filing of all records in Q3 returns and required revised returns of previous period if any.	20% of the Yearly Project Cost
4	After successfully filing of all records in Q4 returns and required revised returns of previous period if any.	20% of the Yearly Project Cost
5	After successfully filing of GST Annual Returns and required revised returns of previous period if any.	20% of the Yearly Project Cost

Annexure-G

The parameters used for technical evaluation

Sl No	Evaluation Parameters	Maximum Marks
1	Standing of Company / Firm / LLP	20
A)	Minimum 3 years of practice as a Service Tax / GST Consultants in Banks	10
B)	3 Marks for each completed year of practice as an Indirect tax Consultant in the Banks for more than 3 years subject to maximum of 10 marks	10
2	Experience in existing GST Assignments in Banks/FI which has presence in more than 10 states in India.	20
A)	Minimum assignments with 3 Banks	10
B)	For assignment with additional Banks/Financial Institution which has presence in more than 1 state in India; 3 marks per Bank/FI, subject to maximum of 10 marks	10
3	Key Resources	10
A)	The Company / Firm / LLP/ should have at least 5 CAs as partners / members / full-time employees not less than 3 years' service in the above Company/ Firm/LLP.	5
B)	For each additional full-time qualified CA partners / employees or expert in tax, 2 marks subject to a maximum of 5 marks	5
4	Domain Knowledge in information technology	10
A)	At least 1 Partner / Director / Qualified CAs should have passed DISA / CISA	5
B)	At least 2 Partners/Qualified CAs/ employees should have adequate knowledge on the information technology used in the Banks.	5

SI No	Evaluation Parameters	Maximum Marks
5	Bidder should have full time office in Bhubaneswar	10
6	Presentation Shall be evaluated by an Internal committee identified for the purpose. Bank shall call the bidders for formal presentations on the methodology and service model	30

Company / Firms / LLP fulfilling all the eligibility criteria mentioned in Annexure-A would only be considered for scoring given above.

Annexure-H

**PRE CONTRACT-INTEGRITY PACT
(To be executed in a non-judicial stamp paper of Rs.100/-)**

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 2024, between, on one hand, Odisha Gramya Bank acting through Shri _____, _____ of Odisha Gramya Bank, a Regional Rural Bank and an undertaking of the Government of India constituted under the the Regional Rural bank Act, 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/consultancy services with end to end to technological models (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/Applicant/Consultant 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 end the buyer is a Regional Rural Bank and a Government Undertaking as such.

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

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

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

Enabling BIDDER/Applicant/Consultant 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/Applicant/Consultant 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/Applicant/Consultant to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Article 2: Commitments of BIDDERS

1. The BIDDER/Applicant/Consultant 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: -

- 1.1 The BIDDER/Applicant/Consultant will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official(s)/employee/persons related to such Official(s) / employees of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 1.2 The BIDDER/Applicant/Consultant further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.
- 1.3 The BIDDER/Applicant/Consultant shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 1.4 The BIDDER/Applicant/Consultant shall disclose the payments to be made by them- to agents/brokers or any other intermediary, in connection with this bid/contract.
- 1.5 The BIDDER/Applicant/Consultant 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.
- 1.6 The BIDDER/Applicant/Consultant, 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.
- 1.7 The BIDDER/Applicant/Consultant 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.
- 1.8 The BIDDER/Applicant/Consultant will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 1.9 The BIDDER/Applicant/Consultant 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/Applicant/Consultant also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.
- 1.10 The BIDDER/Applicant/Consultant commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 1.11 The BIDDER/Applicant/Consultant undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.
- 1.12 If the BIDDER/Applicant/Consultant or any employee of the BIDDER/Applicant/Consultant or any person acting on behalf of the BIDDER/Applicant/Consultant, 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/Applicant/Consultant at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules.
- 1.13 The BIDDER/Applicant/Consultant shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

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

2. Bidder(s) /Applicant(s)/Consultant(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
 - 2.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors.
 - 2.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

Article 4: Previous Transgression

- 3.1 The BIDDER/Applicant/Consultant declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/ Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER/Applicant/Consultant agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.

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

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

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

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

Article 5: Criminal Liability

If the BUYER acquires knowledge of conduct of a Bidder/Applicant/Consultant/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 of the Bank.

Article 6: Earnest Money (Security Deposit)

6.1 While submitting technical bid, the BIDDER/Applicant/Consultant shall deposit an amount of Rs.1,00,000/-. (Rupees One Lakh Only) as Earnest Money/security deposit. The EMD will be forfeited in following cases:

- a) If Bidder withdraws Bid during the period of Bid Validity; or
- b) If the successful Bidder fails to sign contract within the stipulated time period; or
- c) If the successful Bidder fails to furnish Performance Bank Guarantee valid up to September 30, 2027 on signing of contract or
- d) If the successful Bidder fails to deliver the relevant services within the stipulated period; or
- e) If the successful Bidder fails to comply any of the terms of RFP or Contract

6.2. The EMD of the unsuccessful Bidders will be returned as early as possible, after completion of process of selection of the Consultant. The EMD of the selected Consultant shall be refunded only after successful completion of contract/assignment.

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

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

Article 7: Sanction for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER/Applicant/Consultant or anyone employed by it or acting on its behalf [whether with or without the

knowledge of the BIDDER/Applicant/Consultant] 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/Applicant/Consultant without assigning any reason or giving any compensation to the BIDDER/Applicant/Consultant. However, the proceedings with the other BIDDER/Applicant/Consultant[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/Applicant/Consultant.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER/Applicant/Consultant with interest thereon at 2% higher than the prevailing Base Rate/MCLR of the Nationalized Banks, while in case of a BIDDER/Applicant/Consultant from a country other than India with interest at 2% higher than LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER/Applicant/Consultant, in order to recover the payments, already made by the BUYER along with interest.
- vi. To cancel all or any other Contracts with the- BIDDER/Applicant/Consultant, the BIDDER/Applicant/Consultant 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/Applicant/Consultant.
- vii. To debar the- BIDDER/Applicant/Consultant 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.
- viii. To recover all sums paid in violation of this Pact by BIDDER/Applicant/Consultant [s] to any middleman or agent or broker with a view to-securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any-contract signed by the BUYER with the BIDDER/Applicant/Consultant, the same shall not be opened.
- x. 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.

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

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

Article 8: Fall Clause

8.1 The BIDDER/Applicant/Consultant undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Tender notified by Ministry/Department of the Government of India or PSU or a Public Sector Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER/Applicant/Consultant to any other Ministry/Department of Government of India or a PSU or a Public Sector Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER/Applicant/Consultant to the BUYER, if the contract has already been concluded.

Article 9: Independent External Monitors

9.1 The BUYER has appointed Independent" External Monitors [hereinafter referred to as Monitors] for this Pact in consultation with the Central Vigilance Commission. The details are:

1. Shri Sutanu Behuria, IPS (Retd)
602-A, Beuerly Park-1,
MG Road, DLF Phase-2
Gurgaon – 122009 (Haryana)
Email : sutanu2911@gmail.com
2. Shri Rajiv Kumar Srivastava, IFoS (Retd)
P-02, Amrapali Silicon City,
Sector 76, Noida District,
Gautam Buddh Nagar,
UP – 201304
Email : rksifs@gmail.com

9.2 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.

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

9.4 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/Applicant/Consultant(s)/Contractor(s)/Subcontractor(s) with confidentiality.

9.5 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.

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

9.7 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.

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

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

9.10 The word '**Monitor**' would include both singular and plural.

Article 10: 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 11: 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 12: 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 13: Validity

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

13.2 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 14: Code of Conduct

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

Article 15: 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/Applicant/Consultant and the Bidder/Applicant/Consultant shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Article 16: 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 17: Other Provisions

17. 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.

17.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder/Applicant/Consultant 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.

17.2 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.

17.4 Any dispute or difference arising between the parties with regard to the terms o-f this Agreement/Pact”, any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.
The parties hereby sign this Integrity pact aton

BUYER

Name of the Officer
Designation
Odisha Gramya Bank

BIDDER/Applicant/Consultant

CHIEF EXECUTIVE OFFICER
Witness

- 1.
- 2. _

Witness

- 1. _
- 2. _

Appendix-A

**BID FORM (TECHNICAL BID)
[On Company's letter head]**

(To be included in Technical Bid Envelope)

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No. OGB:

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We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the products/services mentioned in this RFP in our indicative price Bid.
- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

ii. 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 namely "Prevention of Corruption Act 1988".

iii. We undertake that we 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 to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the RFP.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- ix. We understand that you are not bound to accept any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- x. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xi. We hereby certify that on the date of submission of Bid for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xii. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xiii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

xiv. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

xv. We are not blacklisted from any other Bank or suffering any legal impediments.

Dated this ..... day of ..... 2024

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(Signature) (Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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Seal of the company.