



Tender No. : RF/GAD/ ELECTRONIC WEIGHING MACHINE/01/2020-21

DT.24/11/2020

Request for Quotation (RFQ) for Eligible Vendors towards supply of Electronic Weighing Machine

Odisha Gramya Bank (hereinafter referred to as OGB/ the Bank) is a Regional Rural Bank, constituted under the Regional Rural Bank Act, 1976 and have its Head Office at Gandamunda, Po-Khandagiri, Dist-Khurda, Bhubaneswar-751030 Odisha, with branches covered in 13 districts namely- Puri, Khurda, Nayagarh, Dhenkanal, Angul, Cuttack, Jajpur, Kendrapara, Jagatsinghpur, Balasore, Bhadrak, Mayurbhanj & Keonjhar.

INVITATION TO BID

PART 1:

OGB invites Application for empanelment of reputed Vendors/Firms for supply & Installation of electronic jewel/gold weighing machine for its Head Office, all Regional Offices and Branches.

The Bidding Document can be obtained from the Bank as under or downloaded from Bank's Website www.odishabank.in under **Tender** and the BID should be submitted to the under mentioned office directly or by post.

Bank reserves the right to change the date mentioned in this RFQ document, which will be communicated to the vendors/firms.

The information provided by the Firms in response to this RFQ document will become the property of OGB and will not be returned. OGB reserves the right to amend, rescind or reissue this RFQ and all amendments will be advised to the Firms and such amendments will be binding on them.

Please note that all the information desired needs to be provided. Incomplete information may lead to disqualification/ non-consideration of the proposal.

DISCLAIMER

PART – 2

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

This RFQ is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFQ is to provide the Firms with information to assist in formulation of their proposals. This RFQ does not claim to contain all the information each firms may require. Each Firms should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQ and where necessary obtain independent advice. Bank makes no

representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFQ. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ. No contractual obligation whatsoever shall arise from the RFQ process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Firms.

SCHEDULE

1	Bid Document Availability	Bidding document can be downloaded from website from 25/11/2020 to 08/12/2020 .
2	Last date of submission of technical bids	1200 hrs. on 08 / 12 / 2020
3	Last date of submission of commercial bids	1200 hrs. on 14 / 12 / 2020
4	Opening of Technical Bids	1500 hrs on 08/12/2020 Authorised representatives of firms may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the firms representatives.
5	Opening of commercial Bids	1500 hrs on 14/12/2020 Authorised representatives of firms may be present during opening of the commercial Bids. However commercial Bids would be opened in the presence of any or all of the firms representatives.
6	Empanelment/Eligible of vendors/firms	Intimation to the firms who qualify in the Technical bid.
Contact Details		
7	Address for Communication and submission of bid.	The General Manager, GAD Odisha Gramya Bank, Head Office, At. Gandamunda, PO: Khandagiri, Bhubaneswar:751030
8	Telephone & Mobile No.	0674-2353009, 0674-2353041 9681611177/9438166098
9	All correspondence relating to this RFQ should be sent to following email- ID	gad@odishabank.in

The duly completed Application Form in the prescribed format with all necessary supporting documents shall be sealed in a cover and superscribed as "**APPLICATION FOR EMPANELMENT/ELEIGIBLE OF VENDORS/FIRMS FOR SUPPLY OF GOLD ELECTRONIC WEIGHING MACHINE**" and shall be submitted to the above mentioned office on or before **14/12/2020** upto **1200 hours**.

PART – 3

INSTRUCTION FOR VENDORS/FIRMS

Scope of Work

To prepare a panel/eligible vendors for supply and installation of electronic weighing machine.

Features of gold electronic weighing machine:

Technical specification	
Capacity	600gm.
High accuracy	10mg.
Platter size in mm	126mm dia
Platter material	Stainless steel (SS)
Display	Vacuum Fluorescent Display (VFD) dual (Front view & back side view)
Display digit	6 digits
Display size`	13mm
Power consumption	13W
Physical dimension	190(W) x 282 (D) x 90(H) mm
Power supply	230 V AC, 50HZ (Adaptor)
Rechargeable battery	6V/4Ah & charger with windshield enclosure.
Commercial Terms	
Price:	The rate contract will be valid initially for a period of two years from the date of intimation of letter, subject to satisfactory performance on review.
Taxes	The above price is excluding of all taxes and duties.
Payment Terms	100% payment against delivery & installation
Freight charges	Freight charges in inclusive of above price.
Delivery period	One week from date of confirmed order.
Warranty	12 months from date of invoice and against manufacturing defect.
Salient features: <ul style="list-style-type: none"> ◆ low battery indicator ◆ auto power –off function ◆ can be connected to maintenance –free battery ◆ digital tare function ◆ stable weight indicator ◆ power fail retain function ◆ in-built dual display ◆ unit conversation 	Stamping & verification : Initial stamping from Legal Metrology Deptt, Govt. of Odisha (license in weights & measure Deptt) is free of cost from one year from date of Verification Certificate.

Duration of contract.

The contract will be valid initially for a period of **two years** from the date of intimation of letter, subject to satisfactory performance on review. The Bank reserves the right to curtail the validity of contract.

Duration of Empanelment:

Those Vendors who qualify in pre-qualification and Technical evaluation will be eligible for empanelment in the Bank for a period of two years from the date of intimation of letter, subject to satisfactory performance on review. The Bank reserves the right to curtail the validity of contract. The vendor has to submit their acceptance of offer /consent in writing for working with Bank as per the Terms and Conditions of this RFQ in their Company letter head, sealed and signed by the authorized person (**Annexure- II**).

Integrity Pact: The intended bidders are to submit a pre contract integrity pact signed by authorized person along with other tender documents. (**Annexure- IV**).

Eligibility Criteria:

Each of the following criteria should be fulfilled for further evaluation of technical bid. Not fulfilling any one of the criteria will result in rejection of bid:

- 1) The Firms should have their Registered Office/Firms at either Cuttack or Bhubaneswar.
- 2) Firms should be Proprietary, Partnership or Limited Company.
- 3) Should be registered with GSTIN.
- 4) Should have minimum 3 years experience in the line of supply of electronic weighing machine. (Please enclose details with name of client and value of work).
- 5) The annual turnover average for last 3 financial years should not be less than Rs.20.00 lacs.
- 6) The firm should not have been Black listed by any Govt./Public sector undertaking.
- 7) The firm should be profit earning and have a minimum capital of Rs.5.00 lacs.
- 8) **Value of Contracts-** Value of contracts may be less than Rs.1.00 lac at single instance. However, we may place repeat orders during the year.
- 9) **Solvency Certificate:** The vendor should have latest solvency certificate of Rs.5 lakhs (Rupees five lakhs only) certified by a scheduled Bank. It should not be older than six months from the date of submission.
- 10) Copy of work order received from public sector undertaking, value of supply order received along with satisfactory completion certificate and the contact numbers of the organizations.
- 11) The Firms or any of its directors who have been black listed/ de-listed/ de-empanelled by any Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutes (FIs)/ Corporate Offices will not be considered for Empanelment. An undertaking to this effect must be submitted with application.
- 12) The firms profile to be submitted as per the format at **Annexure-I**.
- 13) A non-refundable application/BID money of Rs.3000/- (Rupees three thousand only) in the form of a **Demand Draft drawn in favour of Odisha Gramya Bank payable at Bhubaneswar**, should be enclosed with the Tender. The envelope containing application/BID money should have proper encryption on top.
- 14) **Earnest Money Deposit (EMD)**
 - i. **All bidders should submit to the Bank an EMD after empanelment/eligible in form of DD in the name of Odisha Gramya Bank payable at Bhubaneswar of Rs.50000.00 (Rupees Fifty thousand only).**
 - ii. The Proforma of the EMD is given at **Annexure-III**.
 - iii. Non submission of EMD by any firms after empanelment/eligible will result in disqualification of firms leading to de-empanelment.
 - iv. The EMD of the unsuccessful firms shall be returned within 30 days from the date of award of contract to successful firms and no interest shall be payable on EMD of unsuccessful tenderers.
 - v. The successful firms EMD of Rs.50000/- (Rupees fifty thousand only) will be converted in to security deposit.
 - vi. The EMD may be forfeited:
 1. If a firm makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract; or after signing of the contract the concerned firms will be de-empaneled.
 2. In the case of successful firms, if the firms fail, to sign the contract and to furnish security deposit the concerned firms will be de-empaneled.

BIDS:

Bids will be called in two parts:-

Part I- Technical Proposal & Part II- Sealed Price Bid.

Both technical and commercial bids should be submitted in separate

envelope. Both technical & commercial bid shall reach Head Office before last date of submission. Price bid of qualified bidder will be opened at later stage.

Testimonials to be submitted along with the Application Form

1. Copy of GSTN Registration Certificate.
2. Copy of last 3 years Audited Balance sheet.
3. Copy of IT returns for last 3 financial years.
4. Copy of DIC, PMT Registration Certificate.
5. Copy of PAN card.
6. Solvency Certificate for Rs.5.00 lacs.
7. Copy of work order received from public sector undertaking, value of supply order received along with satisfactory completion certificate and the contact numbers of the organizations.
8. The firms or any of its directors who have been black listed/ de-listed/ de-empanelled by any Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutes (FIs)/ Corporate Offices will not be considered for Empanelment and undertaking to this effect must be submitted with application.
9. The firms profile to be submitted as per the format at **Annexure-I**.
10. A non-refundable application/BID money of Rs.3000/- (Rupees three thousand only) in the form of a **Demand Draft drawn in favour of Odisha Gramya Bank payable at Bhubaneswar**, should be enclosed with the Tender. The envelope containing application/BID money should have proper encryption on top.
11. **All bidder should submit to the Bank an EMD after empanelment/eligible in form of DD in the name of Odisha Gramya Bank payable at Bhubaneswar of Rs.50000.00 (Rupees Fifty Thousand only).**

General Rules and Instructions to Intending Applicants.

1. The firms are advised to enclose photo copies of all relevant documents as mentioned in the list of testimonials and other required documents wherever necessary.
2. Each page of Application Form shall be signed. The application shall be signed for & on behalf of the Firm/Organization by authorized signatories.
3. If the space in the proforma is insufficient for furnishing full details, the information shall be supplemented in separate sheet of paper stating therein the part of the statement and serial number. Separate sheet shall be used for each part.
4. While deciding upon the selection of firms emphasis will be given on the ability and competence of applicants to complete the work within a reasonable time.
5. The decision of the Committee with regard to selection of Firms for issue of prequalification of firm will be final. The Committee is not bound to assign any reason thereof.
6. Applications received after due date and time or incomplete in any respect are liable to be rejected.
7. The Committee reserves the right to reject any or all the applications without assigning any reason thereof. The Committee also reserves the right to restrict number of applications for tendering at its sole discretion. Committee's decision in this regard shall be final and binding on all concerned.
8. The decision of the committee in selection of firms/supplier for empanelment will be final. The Committee reserves the right to shortlist the firms by relaxing the set criterias or inclusion of criterias. The Committee is not bound to assign any reason thereof. The empanelled/eligible firms will only be informed in this regard.
9. The date of collection of tender papers will be intimated to empanelled/eligible firms only.
10. Cost incurred by the applicant in applying, in providing necessary clarifications or attending discussion, site visit will not be reimbursed by Bank.

11. If information and details furnished by applicants are found to be false/inadequate at any point of time in future or any information is withheld which comes to the notice of the bank at a later date, the empanelment of such applicant will be cancelled immediately.
12. The panel will be in force for a period of 2(Two) years from the date of intimation of letter to the successful bidders, subject to satisfactory performance on review.
13. The Bank reserves the right to discontinue the panel at any time without assigning reasons thereof. The bank's decision in this regard shall be binding & final.
14. Notwithstanding the empanelment and/or any provision contained herein, the Bank reserves the sole right to invite price quotations from any/all/none of the empanelled firms.
15. The firms must be agreed to deliver & installation of the electronic weighing machine at Head Office, Regional Offices and Branches, at their own cost as directed by the Bank.

**APPLICATION FOR EMPANELMENT /ELIGIBLE SUPPLIER FOR SUPPLY OF GOLD ELECTRONIC
WEIGHING MACHINE [TECHNICAL DETAILS]**

From:		To The General Manager General Administration Department. At.-Gandamunda, Po-Khandagiri Dist- Khurda, Bhubaneswar -751030, (Odisha), Phone: 0674-2353031/32/09/41 e-mail: gad@odishabank.in ; website: www.odishabank.in									
Dear Sir, I/ We request you to empanel/eligibel our firm in your approved list of firms for which I/ We am/are furnishing the following particulars duly supported by necessary documents as advised in the empanelment notice Ref.....dated.....											
1	Name of the Applicant										
2	Address										
		City									
		State									
		District									
		PIN									
		Mob. No									
		Tel No.									
		Residence No.									
		Office No.									
		Telefax									
		Email ID									
3	Status of the Firm: (Whether Company /Partnership/proprietary/subsidiary)										
4	Name of the Proprietor/Partners /Directors :										
5	Year of Establishment	D	D		M	M		Y	E	A	R
6	Whether Registered with Registrar of Companies /Firm. If, So No. & Date:										
7	Registration with Tax Authorities										
8	Registration details (Enclose a self-attested photocopy of proof for the following, whichever is applicable, failing which empanelment application is liable to be rejected.)										

14	Key Personnel permanently employed in your organization;							
	Sl	Name	Educational qualifications	Experience	Particulars of work done	Employed in your firm since	Any others	
	1							
	2							
3								
15	Furnish the names of the 3 responsible clients /persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.							
	Name of the official			Organization address		Contact Numbers		

DECLARATION

1. All the information furnished by me/us here above is correct to the best of my knowledge and belief.
2. I /We have no objection if enquiries are made about the work listed by me/us in the accompanying sheets/documents.
3. I /We agree that the decision of Odisha Gramya bank in selection of empanelment will be final and binding to me/us.
4. I /We have read the instructions appended to the proforma and I/We understand that if any false information is detected at a later date the empanelment shall be cancelled at the discretion of the Bank.

Annexure -II

Letter No:

Date:

**The General Manager,
General Administrative Department,
Odisha Gramya Bank
Head Office, Bhubaneswar-30**

Dear Sir,

EMPANELMENT/ELIGIBLE OF SUPPLIER FOR SUPPLY OF GOLD ELECTRONIC WEIGHING MACHINE IN ODISHA GRAMYA BANK,

ACCEPTANCE OF OFFER

With reference to above, We hereby agree to abide by all terms and conditions laid down in RFQ document and also agree to the following:

- i).....We forward herewith a security money deposit of Rs.....We also agree to the fact that the Security Deposit (SD) will be held in Current A/c. of OGB and will not carry any interest thereon till the time it is returned to us.
- ii) The empanelment will continue, subject to satisfactory performance of the contract.
- iii) We also confirm that mere empanelment does not ensure us the right to be invited to participate in all/any bids/ quotations/tenders/ projects and/or to get work.
- iv) We also confirm that various registration certificate as applicable will be renewed in time and renewed copies of the same should be submitted to the Bank for the record.
- v) We also confirm that we will respond to the enquiries by the Bank without fail, as & when sent to us. If we do not respond, our firm will be delisted from Bank's list of empanelment without any further notice.
- vi) We also certify that the information /data/particulars furnished in our bids are factually correct. We also accept that in event of any information/ data/ particulars proven to be incorrect the Bank will have the right to disqualify and de-empanel us and in event of any details submitted turned out to be false during the tenure of contract, the Bank is at discretion to forfeit the Security money deposit towards performance security and terminate the Contract.

Yours faithfully,

(Signature of the Firms)

Name and Address of the Firms, Stamp

FORMAT FOR EMD

(To be furnished on Firms' letter head)

To:
**The General Manager,
Odisha Gramya Bank
General Administrative Department,
Head Office, Bhubaneswar-30**

Dear Sir,

**EMD FOR PARTICIPATION IN TENDERING PROCESS FOR
EMPANELMENT/ELIGIBLE OF SUPPLY & INSTALLATION OF GOLD
ELECTRONIC WEIGHING MACHINE IN ODISHA GRAMYA BANK**

With reference to the captioned subject, we intent to participate in the tender process for empanelment of Firms supply & installation of gold electronic weighing machine at Odisha Gramya Bank branches/offices in the State of Odisha on contract basis/outsourcing basis.

1. As per the terms and conditions of RFQ, we submit draft No. _____ dated _____ for a sum of Rs. _____/- (Rupees _____ Only) as EMD.
2. We undertake that in the event of not performing the obligations as per the terms and conditions of the RFQ or committing any breach thereof, which conclusion shall be binding on us, the EMD will be forfeited.

Yours faithfully,

For and on behalf of Authorized official.

Seal Date:

PRE CONTRACT INTEGRITY PACT

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) _____ (year), between, on one hand, Odisha Gramya Bank acting through Shri _____, Designation of the 'officer' of Odisha Gramya Bank, a Regional Rural Bank and an undertaking of the Government of India constituted under 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 (Name of the Stores/Equipment / item / Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / item / Services and

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

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

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

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

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

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

Article 1: Commitments of the BUYER

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

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

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

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

Article 2: Commitments of BIDDERS

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

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

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

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

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

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

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

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

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

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.

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

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

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

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

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

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

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

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

Article 4: Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank 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 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/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.

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

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

Article 5: Criminal Liability

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

Article 6: Earnest Money (Security Deposit)

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

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

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

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

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6.4 No interest shall be payable by the BUYER to the- BIDDER 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 or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-

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

- ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of the Nationalized Banks, while in case of a BIDDER 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, 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, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
- vii. To debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any-contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 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 or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

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

Article 8: Fall Clause

8.1 The BIDDER 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 to any other Ministry/Department of Government of India or a PSU or a Public Sector Bank at a

lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

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.

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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/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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.

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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 behavior 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 and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

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