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ODISHA GRAMYA BANK

HEAD OFFICE: BHUBANESWAR

NOTICE INVITING TENDER FOR INSTALATION OF INVERTER

Odisha Gramya Bank (OGB) Head Office, Bhubaneswar is planning for installation of inverters in 330 branches located in 13 districts in Odisha State.

DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Odisha Gramya Bank provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist in the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources. The Bank Representatives, their employees 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 the RFP Document.

The Bank may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

SCHEDULE OF BIDDING PROCESS:

| S.No | Description of Information/ Requirement | Information / Requirement |
|------|---|---|
| 1. | Tender Reference Number | OGB/RFP/GAD/INVERTOR /001/17-18 |
| 2. | Date of Issue of RFP | 15 th March 2018 |
| 3. | Pre Bid Meeting | 29th March 2018 2.30 PM |
| 4. | Last Date and Time for submission of bids along with supporting documents through the above | 12 th April 2018 - 05 P.M. |
| 5. | Bid Submission Mode. | Through manual Tendering process |
| 6. | Date, time and venue for opening the technical bid. | 19 th April 2018, 11.00 A.M. |
| 7. | Date, time and venue for opening the commercial bid | Will be intimated to technically short-listed bidders. |
| 8. | Name of contact officials for any enquiries. | Mr. J P Nayak ,GM, Mob.No.9681611177 Mr.R M Pattanaik, Mob No.9937480717 |
| 10 | Address for Communication / Submission of Bids | The General Manager, General Administration Department Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O.- Khandagiri, Bhubaneswar – 751030. |
| 11. | Contact number for any clarification. | 0674-2353009/ 0674-2353041 |
| 12. | Contact e-mail ID | gad@odishabank.in |

NOTICE INVITING TENDER FOR INSTALATION OF INVERTER

Odisha Gramya Bank (OGB) Head Office, Bhubaneswar is planning for installation of inverters in 330 branches located in 13 districts in Odisha State.

1. Tenderer may visit the site before quoting for ascertaining the exact nature of work, location etc. The branches are located in the districts of Puri, Khurda, Nayagarh, Dhenkanal, Angul, Cuttack, Jajpur, Kendrapara, Jagatsinghpur, Balasore, Bhadrak, Mayurbhanj & Keonjhar.
2. Tender documents will be available from the OGB's website :www.odishabank.in
3. Subject work should be done as directed by bank authorities.
4. The rates quoted should be inclusive of cost of materials, lift, labour charges and all taxes.
5. Rates shall be quoted in **words as well as figures**.
6. Sealed Tenders should be submitted at our Head Office "addressed to The General Manager GAD, Head Office , Gandamunda ,PO: Khandagiri, Bhubaneswar-30 **on or before 12-04-2018 at 5.00 PM. Tenders received after 5.00 PM on 12.04.18 will not be considered.**
7. **Pre-Bid Conference:** A pre-Bid meeting will be held at Head Office of Odisha Gramya Bank as per SI No.3 of schedule of bidding process mentioned above. The prospective bidders have to attend the meeting for clarification regarding the requirements of the Bank. Vendors failing to attend the pre-bid meeting will not be eligible to bid. The intended bidder are to submit an integrity Pact (format enclosed) signed by authorized person along with other tender documents.
8. The bid must be complete in all respect and sealed in two separate covers **REPEAT two separate covers. The DD for EMD should be enclosed in the cover of technical bid.**
9. The sealed cover 1 (one) super scribing "**Technical BID-INVERTER**", enclosing technical specifications, duly filled Technical Bid, Manufacturer's brochure listing the technical specifications of the items and EMD.
10. Sealed cover 2 (two) super scribing "**Price BID-INVERTER**", enclosing duly filled bill of quantities.
11. Sealed cover 3 (three) super scribing "**BID FOR INSTALLATION OF INVERTER**" (Main Envelope),enclosing sealed cover one and two.
12. **Sealed cover 1 (Technical Bid)** will be opened on 19.04.2018 at 11.00 PM at Odisha Gramya Bank, Head Office building, Gandamunda, Bhubaneswar-30.
13. **Sealed cover 2 (Price Bid)** of the tenderer whose technical bids are acceptable to the Bank will only be opened.
14. **The Technical Bid should be enclosed with an earnest money of Rs.150000 only** (Rupees one lakh fifty thousand) only in the form of Demand Draft in the name of Odisha Gramya Bank payable at Bhubaneswar. Tenders not enclosed with EMD will be rejected. The EMD will be returned to unsuccessful bidders after award of Work to **the Successful bidder**. The EMD of the successful bidder will be retained as security deposit and will be released after the expiry of guarantee period.
15. Tenderer, who qualify in the technical bid, will have to give a demonstration of the products in our Head office building at Gandamunda, Bhubaneswar-30.
16. **The bank reserves the right to award the work in full or in parts or cancel the tender without assigning any reason whatsoever.**
17. The work should commence within a week form the date of receipt of our order.
18. Completion time –time stipulation will be intimated after award of the work.
19. Work should be carried out as per the "**IBA guidelines**".

20. The successful tenderer should take insurance coverage to cover the following:
 - (a) Workman compensation.
 - (b) Third party liability.
 - (c) All risk insurance policy.
21. Vendor must be **OEM or Authorized Distributor/Reseller** and registered corporate entity in India. The company must be profit making and should have made profit in last 3 years. Proof of the same must be enclosed.
22. The Average Annual turnover of the company must not be less than Rs. **Five Crores** only in aggregate last 3 financial years.
23. Manufacture's plant must have ISO: 9000 series or equivalent certificate.
24. The Firm/supplier should have at least one fully equipped service center located in Bhubaneswar/ Cuttack/ Dhenkanal/ Jajpur/ Bhadrak/ Balasore/ Baripada/ Keonjhar having qualified service technicians with 3 years experience.
25. The firm/supplier must have equipped after sales service center (SSC) with a minimum of one center in Bhubaneswar.
26. The bidder should have back to back support from OEM.
27. **The tenderer must have executed a minimum of 3 INVERTER projects of not less than 25 lakhs (each referral) in last three years.** Proof of same must be enclosed.
28. Odisha Gramya Bank may ask for income tax returns of the vendor if deemed necessary.
29. **Penalty Clause:** If the work is not completed within the stipulated period, penalty will be levied as per IBA/Bank's guidelines. (**To be Specifically mentioned**)
30. **Important Clause:** it will be sole responsibility of the successful bidder to design, supply all the materials required for successful completion of the work, erect them as per our requirement and commissioning the same. The entire system shall be tested and the same will be taken over by the Bank.

NOTE: Rate finalized under each tender process will be applicable for a period not exceeding one year from the date of the first order for installation.

Terms and conditions of the contract

I. Eligibility of Bidder/supplier

- i. Suppliers should be registered in India.
- ii. The supplier should have at least 3 (three) years' experience in the field of supply of INVERTER.
- iii. The supplier should have OEM presence in India or channel partner/service providers/authorized distributors/dealer/resellers.
- iv. The supplier should have sufficient experience and proper infrastructure to provide requisite after sales service and support in the State of Orissa. In case repair of a particular equipment /system takes more than 2 working days, the supplier should be able to provide an alternative arrangement to ensure that there is no interruption in Bank's functioning.
- v. The supplier should have experience of executing similar works during the last 3 years. Details in this regard should be furnished by the supplier.
- vi. The supplier's clientele should include banks, financial institutions, government undertakings and other reputed concerns, reference of which should be made available in case the same is sought for by OGB.
- vii. The supplying agency should be profit making entity for the past 3 (three) years and its details need to be provided.
- viii. The bidder should submit documentary evidence in support of eligibility criteria mentioned above along with the information i.e. Vender details as per Annexure II of the tender document.

II. Submission of Tenders

1. The offerer must obtain for himself at his own responsibility and at his own expense all the information which may be necessary for the purpose of submission of offer.
2. The suppliers may get themselves acquainted with the proposed work and study the specifications of the contract, site conditions, prevailing laws, regulations, other related issues, etc., carefully before tendering. The same shall be done at their own expense, responsibility and risk. No request for change of tendering conditions for want of information on any particular issue will be entertained by OGB.
3. The rates quoted in the offer shall be for the complete item including supply, installation: testing and commissioning etc. The rate shall be firm and shall not be subject to change due to any conditions whatsoever. The offerer must include in his rates GST or other tax and duty or other levy charged by central government or any state government or local authority, if applicable. No claim in respect of GST or other tax and duty or other levy whether existing or future shall be entertained by the Bank. The rate shall also include transportation, loading, uploading, packing, carting, forwarding, freight charges, transit insurance cover and any other payment/taxes towards transporting the materials from other state/s.
4. The rates quoted should be all inclusive and include delivery, installation charges, warranty charges, all taxes, local levies, etc. and no extra amount would be paid by OGB on any account.
5. The offer should be made for INVERTER of reputed manufacturers having service capabilities especially in Orissa State, should be properly enumerated.

6. Prices quoted should be in respect of INVERTERS of reputed brands with specifications as indicated in the schedule of quantities. Products quoted which are not in conformity with the specifications/configurations prescribed will be out rightly rejected.
 7. Offers shall remain open for acceptance by the Bank for a period of 90 days from the date of opening of the envelope No.2, which may be extended by mutual agreement and the offerer shall not cancel or withdraw the offer during this period. Further, the supplier should give an undertaking to pass on the benefit accruing on account of any fall in prices to the Bank during the period between the date of submission of quotation and the date of supply, in respect of INVERTERS.
 8. The supplier would be entitled to verify and satisfy themselves of the site conditions prevailing which would be done at their own cost, responsibility and risk.
 9. It may be noted that submission of the quote would imply explicit acceptance by the supplier of the terms and conditions listed in the tender document.
 10. A supplier may offer more than one model/make of INVERTER provided he is authorized to quote for the same.
 11. The supplier will ensure that the tender reaches the Bank on or before the due date and time. Applications received after the due date and time or incomplete in any respect or not as per the proforma prescribed are liable to be rejected.
 12. All tenders should be accompanied by a Demand Draft drawn on a scheduled bank in favour of Odisha Gramya Bank and payable at Bhubaneswar towards EMD of **Rs.150000.00(One Lakh Fifty Thousand only)**. The tender not accompanied by the EMD will not be considered. The EMD will be returned to the tenderer without interest if his tender is not accepted, after finalization of Purchase Order.
 13. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen in Bhubaneswar and only courts in Bhubaneswar would have jurisdiction to determine the same.
 14. All the pages of the tender document should be signed together with seal of the authorized representative of the supplier.
 15. The offer should be submitted in two separate sealed envelopes marked as "Envelope No.1 "(Technical Bid) and "Envelope No.2" (Financial Bid) and super scribed "Offer for Supply and installation of INVERTER for OGB "addressed to General Manager GAD, Odisha Gramya Bank, Head Office, Gandamunda, PO:Khandagiri, Bhubaneswar 751030 should be sent so as to reach him not later than 05.00 hours on 12th April 2018
- 16. Envelope No.1 (Technical Bid)** should contain the following:
- i. Detailed technical aspects of the offer, including necessary broachers, etc. for the items to be supplied as per the schedule of quantities.
 - ii. Copy of the valid "authorized dealer/distributor certificate" of the product proposed to be supplied.
 - iii. Copy of terms and conditions (annexure i) duly signed and stamped for having accepted the same.
 - iv. Supporting documents required for conditions mentioned at paragraph No. I of Annexure I.

v. Annexure II (Vendor details)duly filled in, signed and stamped along with necessary supporting documents.

vi. Integrity Pact duly signed by the authorized person.

17. Envelope No.2 (financial Bid) should contain the following:

The Schedule of Quantities as per the specifications and the most competitive prices offered in respect of the items therein as per Annexure.

18. The Specimen copy of Vendor Eligibility for technical bid, Technical Specification, Bill of quantities, Performance Bank Guarantee and as applicable and enumerated in future paragraphs are enclosed as Annexure II, III, IV, V and respectively.

19. The tender documents are also available on OGB'S website@odishabank.in

III. Acceptance of Tenders/Bids

1. No conditions whatsoever shall be attached with any of the offers, failing which the offer shall be liable to be rejected. If there is any clause in the bill/invoice/any document submitted along with the goods which are not in conformity with any clause contained herein or in the purchase order, the clause in this document or in the purchase order only will prevail.
2. The supplier shall pass on to OGB any benefit under any promotional scheme/offers on the product/s offered. Also all items / parts included by the OEM would be supplied along with the equipment. The supplier would not be entitled to debundle any such item/part. The make/model of the equipment offered should be clearly indicated in the quote.
3. Copy of the valid "dealer/distributor" certificate of the product proposed to be supplied should be enclosed along with the offer. Details relating to certification specified in technical details must be clearly mentioned in the offer.
4. Rates should be quoted both in figures and words in columns provided for. All erasures and alteration made in the offer must be attested by initials of the offerer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the offer void at the Bank's options. No claim for any compensation shall be entertained in this regard.
5. The offerer should note that unless otherwise stated, the offer is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the schedule of quantities approximately indicate the total extent of work but may vary and even may be omitted thus altering the aggregate value of contract. No claim for any compensation shall be entertained in this regard.
6. OGB reserves the right to accept or reject any tender in part or in full without assigning any reasons whatsoever.
7. Any correction/alteration should be properly authenticated with signature and date by the authorized representative of the supplier. Corrections using fluid and overwriting will not be permitted.
8. Rates should be quoted both in figures and in words. In case of difference between figures and words the following procedure will be followed : (a) when there is a difference between the rates in figures and words, the rates which correspond to the amount worked out by the supplier will be taken as correct; (b) When the amount of items is not worked out by the supplier or it does not correspond with the rate written either in figures or words, then the rate quoted by the supplier in words

shall be taken as correct; (c) When the rate quoted by the supplier in figures and words tallies but the amount is not worked out correctly, the rate quoted by the supplier shall be taken as the correct and not the amount.

IV. Opening of Tender

1. Envelope No.1 will be opened at **11.00 hours on 19-04-2018** and envelope No.2 will be opened after pre qualification of the bidders subsequently on the same day or any other day as decided by the bank at his Office by The General Manager(GAD), Odisha Gramya Bank, Head Office, Bhubaneswar or any other officer designated for the purpose by him.
2. Envelope No.1 will be opened in the presence of authorized representatives of the individual bidding firms who chose to be present at the time of opening.
3. After opening of the tenders under Envelope 1 and assessing the conditions, if any, OGB will, if they so decide, inform all the tenderers regarding any modification in the tender conditions. Bidders who agree to the changed conditions, along with the original in totally and agree to the same in writing would be allowed to make modifications if they so wish, in their tender prices by means of a letter to be submitted in a sealed envelope.
4. The envelope 2 of only those tenderers would be opened who after discussion agree to bring theirs tenders in line with the requirements of the tender document and if the tenders are acceptable to OGB. The decision of OGB would be binding in such case. The date and time of opening of envelope 2 would be intimated after opening of envelope 1.
5. Any correction/alteration should be properly authenticated with signature and dater by the authorized representative of the supplier. Corrections using fluid and overwriting will not be permitted.

V. Award of Contract

1. OGB reserves the right to inspect the premises/facilities of the supplier to ensure the claims made by the supplier are in conformity with the details provided in the bid.
2. OGB does not bind itself to accept the lowest or any other offer and reserves to itself the right to accept/reject any or all the offers, without assigning any reasons, therefore.
3. The offerer shall not assign the contract to any other person/firm. The offerer shall not subcontract any portion of the contract except with written consent of OGB.

VI. Execution of Works

1. The successful bidder shall be required to execute an agreement within 14 days from the date of issue of Purchase Order. In the events of failure on the part of the successful bidder to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled.
2. The successful bidder/supplier would be required to complete the delivery, testing and installation of the items listed in the Schedule of Quantities as per specification indicated **within 3 weeks** from the 7th day of receipt of Purchase Order.
3. OGB reserves the right to shift the **INVERTERs** between its various district offices/Branches in the State of Orissa and the supplier/manufacturer would be liable to provide service for the machines/systems at such locations.

4. The equipment should be made available for testing/inspection by OGB representative/s and the supplier would ensure all necessary assistance for the same. The supplier would ensure all necessary assistance for the same. The supplier would also ensure proper testing of the equipments and connected paraphernalia and ensure that the products meet the criterion as listed out in the offer made by OGB and to the satisfaction of OGB.
5. Subsequent to installation of the equipment at OGB's site (to be indicated in the offer letter by OGB), together with all related software, the supplier will hand over to OGB all the related media, manuals, etc., and fill in a Machine Installation Report (as per proforma at **Annexure VI**) in triplicate. The MIR would be signed by the representatives of the supplier and OGB. Whereas one copy of the MIR would be provided to OGB immediately, the supplier would retain the other two copies of the documents. One copy of the same would be attached to the invoice to be submitted by the supplier.
6. The offerer shall not be entitled to any compensation for any loss suffered by him on account of delays in commissioning or executing the work, whatever by the cause of delays, including delays arising out of modifications to the work entrusted to him or any other reasons whatsoever and the Bank shall not be liable for any claim in respect thereof. Bank does not accept liability for any sum besides the offer amount, as mentioned in the schedule of quantities.
7. The successful offerer is bound to carry out all items of work necessary for the completion of the job even though such items are not included in quantities and rates.
8. The successful offerer should make his own arrangements to obtain all materials required for the work. Detailed brochures, illustrations, if any, with descriptive literature etc. have to be accompanied with the offer. The details and the literature so submitted by the successful offerer shall be retained by the Bank.
9. The conditions, specifications and schedule of quantities forming contract document are explanatory and are complementary to each other, representing together the work/installation to be carried out. In case of doubt, the matter shall be discussed with the Bank Officials and necessary clarification obtained. If neither the specifications nor the schedule of quantities include any provision specifically but if such provisions are absolutely necessary to complete the work, the offerer shall provide the same without any extra cost to the Bank. Anything contained in any one viz. (i) the specifications and/or (ii) the schedule of quantities but not specifically appearing in the other parts of the documents shall be deemed to have been stipulated under all such parts of the document and the work shall be carried out accordingly.
10. The works shall not be considered as completed until the Bank' officials have certified in writing that the same have been virtually completed as per the order. The warranty period shall commence from the date of such certificate.
11. The installations shall be completed as per the working days/hours of the bank and no request for extension of such facilities beyond the normal working hours/days will be entertained.
12. A list indicating the product serial numbers of each instrument installed under the contract has to be furnished at the time of completion of the Work.
13. OGB would not be liable for any compensation for injury or loss of life caused to the supplier's workmen/contract staff/others or property during execution of work prescribed under the contract. The contractor is advised to take all necessary

precautions/adequate insurance measures to prevent/protect itself from any such liability.

14. Quantities indicated in the order under individual heads are to be supplied as a single lot.

VII. Terms of Payment

1. 90% of the value of the Purchase Order will be released on installation and submission of certificate of satisfactory installation. The balance 10% of the purchase value (including EMD) would be retained as retention Money Deposit (RMD) which will not carry any interest. The RMD will be released after the warranty period or on submission of Performance of Bank Guarantee as per Proforma enclosed for the same amount after the six weeks from the date of completion of works.
2. All the payments of bills in respect of the offer shall be made only by The General Manager Odisha Gramya Bank ,GAD, Head Office, Bhubaneswar at his office by cheque or NEFT. All payments shall be subject to statutory deductions such as Income Tax, Surcharge, and Education Cess etc. as applicable.
3. All payments will be made at Bhubaneswar only
4. Payment will be made only on completion of all works specified under the contract and on satisfaction of other conditions of the contract. Under no circumstances would part /advance payment be allowed.
5. The payments made by OGB would be subject to deduction of all taxes together with surcharge, etc., as applicable under the extant laws prevailing at the time of payment.

VIII. Warranty

1. The tender should clearly specify the period and type of warranty. However the Bank reserves the right to award such maintenance post warranty period to a third party for AMC.
2. Warranty would mean that prompt after sales service is made available by the supplier /manufacturer. Warranty items would cover all manufacturing defects without exclusion. No charges would be payable by OGB for advance to warranty terms by the supplier/manufacturer.
3. The selected supplier would be required to provide performance bank guarantee from their banker (Any Scheduled bank other than OGB) as per the proforma to be supplied by us for an amount equivalent to 10% of the equipment cost for the warranty period.
4. The offerer shall not assign the jobs to someone else. He/they shall not subcontract any portion of contract except with the written consent of OGB.
5. Defect liability/warranty period of maintenance of INVERTERS shall be a Minimum period of 02 years and for battery 04 years on-site from the virtual Completion date. The defect liability/warranty period covers total comprehensive contract. Any defect or fault which may appear within the warranty period of 03 years after the virtual completion of the work, arising in the opinion of the Bank's Officials from materials or workmanship not in accordance with the offer, shall upon the directions in writing of the Bank's Officials, and within such reasonable times as shall be specified therein , be amended and made by the offerer,at his own cost and in case of default, the bank may employ and pay other persons to amend and make good such defects, or faults, and all damages. Loss and expenses consequent thereon or incidental thereto shall be made good and borne by the offerer and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the bank ,upon the Bank Officials' Certificate in writing ,from any money due or that may become due to the offerer,or Bank may in lieu of such amending and making good by the offerer deduct from any moneys due to the offerer a sum equal to the cost of amending such work and in the event of the amount retained being insufficient, recover the balance from the offerer ,together

- with any expenses the bank may have incurred in connection therewith. The offerer shall remain liable under the provisions of this clause notwithstanding in the signing of any certificate or the passing of any amounts, by the bank' Officials.
6. Warranty should cover parts replacement, free labour, on-site/off-site visit etc. No extra claims are applicable during the warranty period. In case of repair of INVERTERS during the period, a substitute INVERTER shall be provided by the firm in the event of the repair exceeding 48 hours.

IX.Penalties

1. In the event of failure of the supplier to deliver and install the INVERTERS within the stipulated period of time and not as per the terms and conditions of the contracting reserves the right to award the supply to an alternative supplier. All damages on this account would directly rest with the supplier originally awarded the contract. The EMD provided by the supplier would stand forfeited in such case. Also OGB would be entitled to claim compensation for any excess payments /damages incurred by OGB in this connection.
2. Liquidated damages shall be 0.50%(Zero point Five Zero percent of one percent) of the accepted cost of tender per week of delay beyond the stipulated period of completion subject to a maximum of 5% of the contract cost. Any part of week beyond seven days will be construed as full week for the purpose.

I/We hereby declare that I/We have read carefully and understood the above instructions and terms and conditions for the guidance and the same will be binding upon me/we in case the work is entrusted to me/us.

Signature of Authorized Representative of the company and seal of the company

**Odisha Gramya Bank
Head Office- Bhubaneswar**

VENDOR ELIGIBILITY FOR TECHNICAL BID

| | | |
|--|--|--|
| 1 | Name the Firm | |
| 2 | Address of the Registered Office | |
| 3 | Constitution (Proprietor/Partnership/ Ltd. Co) | |
| 4 | Name and designation of the person authorized to make commitments to Bank | |
| 5 | Date of commencement of business and NO. of years of experience | |
| 6 | Profile of the Company* | |
| 7 | Name and Address of the Bankers with full address and Telephone No. | |
| 8 | PAN & TIN Number | |
| 9 | GST Number | |
| 10 | Registration Number | |
| 11 | Details of ESI/PF Certificate (photocopy to be enclosed) | |
| 12 | Furnish Name & Address of Present clients (Separate list may be enclosed) | |
| 13 | Copy of balance sheet for 3 years to be enclosed | |
| 14 | Details of 3 projects executed in the last 3 years (Not less than Rs. 25 lakhs per project) | |
| 15 | Details of local Office Address/contact person/contact No./e-mail and functioning since when | |
| 16 | Valid Certificate from the OEM should be enclosed in case of Authorized Dealer /Resellers | |
| Separate encloses wherever required may be enclosed. | | |

Signature of Authorized Representative
of the company and seal of the company

**Odisha Gramya Bank
Head Office- Bhubaneswar**

TECHNICAL SPECIFICATIONS REQUIRED FOR THE INVERTER

Make: Luminous/Numeric/Exide/Su-Kam/Microtec/Any Reputed as per our criteria

Output Voltage: 220-240 VAC

Output Wave form: Pure Sine Wave

Inverter Transformer Type: Copper

Output Efficiency: 80-90%

System Voltage: 24 V DC

Inverter cooling: Air Cooling with fans

Display: Digital

Input / Output protection with Suitable MCB

TECHNICAL SPECIFICATIONS REQUIRED FOR THE BATTERY

Make: Exide/Luminous/Amarraja/SFSonic/Microtek/HBL/Panasonic

Type of battery: SMF-VRLA

Years Of Warranty: 4 Years Full Warranty

1.1500 VA Inverter (sine Wave) Technical Specifications.

| | Parameter | Details Specification of Inverter to be supplied |
|---|---|---|
| a | Make and Model No. | |
| b | Input Voltages | |
| c | Output Voltage on main mode | |
| d | Output Voltage on Inverter mode | |
| f | Output Wave Type | |
| g | Type of Transformer | |
| i | Charging AC input range | |
| j | Charging current | |
| k | Surge Load | |
| l | Switching Frequency of charger | |
| m | Efficiency | |
| n | Topology | |
| o | Inverter Overload Protection(Yes/No) | |
| p | Short CKT protection Protection(Yes/No) | |
| q | Battery low shut down | |

| | | |
|---|------------------------------------|--|
| r | Auto restart low battery/over load | |
| s | Display | |
| t | Environmental & physical | |

3. Dry Cell (SMF) Battery for 4 hour Back up on full load.

| | Parameter | Details Specification of Inverter to be supplied |
|---|--------------------|---|
| a | Make and Model No. | |
| B | Type of Battery | |
| C | Voltage | |
| d | Ah | |
| e | Years of Warranty | |

3. Stand for holding Batteries and Inverter: To be made with heavy duty Metal

Please Note

- ❖ Tenderer is to essentially give the name of the company whose product is to be supplied. The product brochure should also be submitted with the technical bids.
- ❖ All the inverters will stand for a minimum of two years on site all comprehensive warranty against all manufacturing defects.
- ❖ All the batteries will stand for a minimum of four years on site all comprehensive warranty against all manufacturing defects.

Signature of Authorized Representative
of the company and seal of the company

**Odisha Gramya Bank
Head Office- Bhubaneswar**

BILL OF QUANTITIES- PRICE BID FORMAT

TENDER FOR SUPPLY AND INSTALLATION OF INVERTER SYSTEM AT ODISHA GRAMYA BANK BRANCHES.

| SI No | Description of Items | Qty/Unit | Unit Rate (In Rs.) | Amount (In Rs.) |
|-------------------------|---|----------|--------------------|------------------|
| 1 | 1500 VA Sine wave Inverter | 1 | | |
| 2 | SMF - VRLA Battery with 4 hour Back UP on full Load | | | |
| 3 | Metal Trolley to hold batteries | 1 | | |
| 11 | Installation, testing & commissioning of the total system. This work includes every work and materials related to the job. As this is a turnkey job, no extra payment shall be made on any account. | | | |
| Total | | | | |
| Total figures in words: | | | | |

Note:

- ❖ All the above mentioned items are to be supplied as per specification given and to be installed and completed as per requirements and instructions given by concerned department.
 - ❖ The rates quoted must be net rate inclusive of all levies, i.e. GST, Turn over, wiring cost, installation charges, and any other charges.
 - ❖ The payment will be made within 15 days of satisfactory supply, installation & commissioning of INVERTER and submission of original bills thereof.

Signature of Authorized Representative
of the company and seal of the company

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

To
General Manager
Odisha Gramya Bank,
General Administration Department
Gandamunda, Bhubaneswar - 751030

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

IN FAVOUR OF:

Odisha Gramya Bank, a body corporate constituted under Regional Rural Bank Act, 1976, having its Head Office at Gandamunda ,Khandagiri, Bhubaneswar 751030 (hereinafter referred to as "**Bank**", which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. **WHEREAS** the Bank, on _____ has concluded a Contract with _____ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at _____ for supply of INVERTERS and installation at its Branches and other offices located across the State of Odisha..
2. **AND WHEREAS** pursuant to the Bid Documents, purchase order, and the other related documents (hereinafter collectively referred to as "the said documents"), the Bank has agreed to purchase from M/s.....who has agreed to provide to the Bankthe said INVERTERS, more particularly described in the said documents, subject to payment of the price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.
3. **AND WHEREAS** pursuant to the above arrangement, the Bank, has concluded a Contract, with M/s. on (Hereinafter referred to as "the Vendor" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), subject to the terms and conditions contained in the said documents and the vendor has duly confirmed the same.
4. **AND WHEREAS** in terms of the Contract stated in the said documents, the vendor has agreed to warrant comprehensive maintenance of the entire INVERTERS including the System, software, components and accessories supplied and to provide an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank other than Odisha Gramya Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only) being 8% of the contract value towards faithful observance and performance by the Vendor of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

6. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Bhubaneswar forthwith, an amount of Rs(the amount equal to 8% of the order value or any part thereof, as the case may be), as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the **Vendor** in providing comprehensive maintenance as per the warranty and contractual terms and in the observance and performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the **Vendor**. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the **Vendor** or any dispute between the Bank and the **Vendor** pending before any Court, Tribunal, Arbitrator, or any other authority.
 1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
 2. The Bank shall be the sole judge to decide whether the **Vendor** has failed to perform the terms of the Contract in providing comprehensive maintenance as per the warranty and contractual terms by the Vendor to the Bank, and on account of the said failure what amount has become payable by the **Vendor** to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
 3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank
 4. The liability of the Guarantor, under this Guarantee shall not be affected by
 - i) any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the **Vendor** with any other company, corporation or concern; or
 - ii) any change in the management of the **Vendor** or takeover of the management of the **Vendor** by the Government or by any other authority; or
 - iii) acquisition or nationalization of the **Vendor** and/or of any of its undertaking(s) pursuant to any law; or
 - iv) any change in the constitution of the Bank / **Vendor**; or
 - v) any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - vi) the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
 5. Notwithstanding anything contained herein:
 - i) Our liability under this Bank guarantee shall not exceed Rs_____ (Rupees _____ only);
 - ii) This Bank guarantee shall be valid upto; and
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before _____(**)
 6. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bhubaneswar city where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.
- IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY the within named Guarantor,

_____, by the hand of Shri._____, its authorised official. (*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 45 Days from the date of expiry of the guarantee. Hence the date should be 45 Days from the date of expiry of guarantee

PRE CONTRACT INTEGRITY PACT

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 2018, 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 Banking Companies (Acquisition and Transfer of Undertakings) Act, -1970 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 end 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" 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 / 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

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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

Name of the Officer

Designation

Odisha Gramya Bank

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _

2. _

Witness

1. _

2. _