

Head Office: At-Gandamunda At.-Gandamunda,Po-Khandagiri Dist- Khurda, Bhubaneswar -751030, state-(Odisha), Phone: 0674-2353009/41 e-mail: gad@odishabank.in;

Tender No.: RFQ/GAD/HOUSE KEEPING/02/2023,

DT.13/07/2023

Request for Quotation (RFQ) from Eligible Vendors towards Empanelment and rate contract of housekeeping manpower for Head Office

INVITATION TO BID

PART 1:

Odisha Gramya Bank invites closed and competitive quotation from interested vendors for **housekeeping manpower for Head Office**.

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 dates mentioned in this RFQ document, which will be communicated to the vendors/Press.
- The information provided by the vendors 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 vendors 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 Vendor(s) or applicants whether verbally or in documentary form by or on behalf of Odisha Gramya Bank (Bank), is provided to the Vendor(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 Vendor(s) with information to assist the formulation of their proposals. This RFQ does not claim to contain all the information each Vendor may require. Each Vendor 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 Vendor.

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	Ection 1 - Bid Schedule and Address:			
SL	Description of Information/ Requirement	Information / Requirement		
1	Tender Reference Number	RFQ/GAD/HOUSE KEEPING/02/2023, DT.13/07/2023		
2	Date of publish of RFQ	13/07/2023		
3	Last date for receipt of queries, if any. Vide email only,Email ID:gad@odishabank.in	20/07/2023, 15:00 hours		
4	Pre Bid Meeting	21/07/2023, 15:00 hours		
5	Bid Submission Mode.	Through e-Procurement portal: https://odishabank.abcprocure.com/E PROC/		
6	Last Date and Time for submission of bids along with supporting documents both by e-Procurement portal and physical copy	14/08/2023 , 15:00 hours		
7	Last date, time and place for submission of following Original documents: 1. Bid Cost (DD), 2. EMD(DD), 3. Integrity Pact(Original)	14/08/2023, 15:00 hours at the Bank's General Administration Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).		
8	Date, time and venue for opening the technical bid.	16/08/2023, 15:00 hours at the Bank's General Administration Department, Bhubaneswar. Authorized representatives of vendors 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 vendor's representatives.		
9	Date, time and venue for opening the commercial bid	Will be intimated to technically short-listed bidders.		
10	Name of contact officials for submission of documents as stated in serial No.7 and for any enquiries.	Balmukund Prasad– General Manager A.K.Sarangi – Manager, GAD		
11	Address for Communication / Submission of Bids	The General Manager, General Administration Dept., Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030.		
12	Contact officials for any clarification.	A.K.Sarangi, Manager, GAD-0674-2353009,S.K.Sahu-0674- 2353009.		
13	Contact e-mail ID	gad@odishabank.in		

Section 1 - Bid Schedule and Address:

Note:

- 1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
- 2. If last day of submission of bids is declared a holiday under NI Act by the Government or any restriction imposed by Government, subsequent to issuance of RFQ the next working day will be deemed to be the last day for submission of the RFQ. The Bid/s which is/are deposited after the said date and time shall not be considered.
 - 3. Bids should be submitted in the e-procurement portal of Odisha Gramya Bank. Original copy of Bid Cost DD, EMD to Head Office of Odisha Gramya Bank.
 - 4. Bank (OGB) on or before last date and time of submission of Bids. Any delay due to postal and or courier will not be considered towards relaxation in submission of physical copies of required documents.

Section -2

2.1. Duration of Empanelment:

Those Vendors who qualify in Technical evaluation will be eligible for empanelment in the Bank for a period of **three 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.

2.2. Duration of contract

The initial contract period is for 1 year. Bank may of its sole discretion extend the contract period thereafter for maximum period of two more years subject to satisfactory performance of the service provider. However the contract may be terminated by the Bank of its sole discretion if the service/performance of the printer is found to be unsatisfactory or not up to the mark.

2.3.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.

2.4. 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.Non submission of EMD by any firms after empanelment/eligible will result in disqualification of firms leading to de-empanelment.
- iii.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.
- iv.The successful firms EMD of Rs.50000/- (Rupees fifty thousand only) will be converted in to security deposit.
- v.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.

2.5. Eligibility Criteria :(The following documents to be submitted by the bidder)

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:

Sr.No	Documents to be submitted with technical bid	Documents to be uploaded
1	Tender documents signed and stamped (Part-I)	Scanned copy of the
2	EMD of Rs.50000/- in form of DD(Original)	
3	BID COST RS.3000/-in form of DD(Original)	to be uploaded
4	Integrity Pact(Rs.100/-Stamp Paper)(Original)(Annexure-A)	
5	Proof of average annual turnover of Bidder during the last 3 years i.e. For the Financial Year 2020-2021, 21-22, 22-23. Average Annual turnover of Bidder for above three last years should be Rs.10lakhs Copies Income Tax Returns for Assessment Year of 21-22,22-23 and 23- 24 along with audited Balance Sheet for FY 2020-2021, 21-22, 22-23 of the business of the Bidder duly certified by a Chartered Accountant, certificate of turnover issued by a Chartered Accountant should be enclosed as proof of the bidders' turnover for above three years .	
6	The client-wise list of similar work(s), year(s) of execution of work(s) and actual value of executed work(s), names and full contact details of the officers/ authorities/departments under whom the work(s) was/were executed should be furnished as per Annexure –B .	
7	Copy of Permanent Account Number (PAN)	
8	Proof of Registration with ESI.	
9	Proof of Registration with EPF authorities.	
10	Proof of Registration with /GST authorities.	
11	Proof of Registration under Labour laws.	
12	MSME Registration certificate, if applicable.	
13	Copy of the Certificate of Incorporation/Articles of Association/Memorandum of Association/ Partnership Deed/ registration under Shops and Establishment Act and any other similar relevant document.	
14	Power of Attorney in favor of the person signing the tender documents in case of a Company/Firm.	
15	Bankers' Solvency certificate of value not less than ₹.1 lakh. The Solvency certificate should not be more than six months old from the date of publication of tender.	
16	The Firms should have their Registered Office/Firms at either Cuttack or Bhubaneswar.	
17	Copies of work orders of previous organizations and work completion Certificate from client.	
18	Copies of ISO 9001- 2008 (Quality Management System) ISO 9001- 2015(Quality Management System)	

Check List of Documents to be submitted with the tender.

	OHSAS 18001 certification (if available)	
19	Experience certificates of supervisor and concerned staff with documentary evidence.	
20	The bidder should not have been blacklisted or de-empaneled due to unsatisfactory service, by Odisha Gramya Bank or in any other organisation within last 3 years as on date of the issue of the RFQ. Bidder to upload the Self Declaration certificate as per format provided in "Annexure C - Declaration for Clean Track Record" of the RFQ along with the technical bid. (Documentary proof should be attached).	

Note: Bidder should submit the following Original Documents on or before the last date of submission of BID to Bank's General Administration Department, Head Office, and Bhubaneswar. (Should be submitted to the contact officials in person.

1.EMD of Rs.50000/- in form of DD(Original)
2.BID COST RS.3000/-in form of DD(Original)
3.Integrity Pact(Rs.100/-Stamp Paper)(Original)(Annexure-A)

Annexure-A

Integrity Pact (Rs.100/-Stamp Paper)

Preamble

This Agreement (hereinafter called the Integrity Pact) is made on this the_____ day of ______ (month) 20___, between, on one hand, **Odisha Gramya Bank** acting through Shri_____, _____, (designation of the officer) of Odisha Gramya Bank, a Regional Rural Bank and an enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part

And

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

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

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

WHEREAS the BUYER has floated a tender / RFQ (Tender / RFQ No.: ______) hereinafter referred to as "Tender / LTE / 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, in order to achieve these goals, the BUYER has appointed Independent External Monitors (IEM), to monitor the tender process and the execution of the Contract for compliance with the Principles as laid down in this Agreement.

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

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

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

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

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

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

Article 1: Commitments of the BUYER

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

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

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

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

Article 2: Commitments of the BIDDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Article 3: Disqualification from tender process and exclusion from future</u> <u>contracts</u>

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

Article 4: Compensation for Damages

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

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

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

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

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

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

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

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

Article 6: Previous Transgression

6.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank/Regional Rural Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/Regional rural Bank/ Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process. 6.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.

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

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

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

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

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

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

Article 8: Earnest Money (Security Deposit)

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

(i) Bank Draft or a Pay Order in favour of

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.

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

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

8.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the

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provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

Article 9: Sanction for Violations

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

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

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

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

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

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

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

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

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

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

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

Article 10: Independent External Monitors

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

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

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

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

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

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

10.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings. Note: However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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

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

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

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

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

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

Article 11: Facilitation of Investigation

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

Article 12: Law and Place of Jurisdiction

This Pact is subject to Indian Laws. The place of performance and jurisdiction is subject to the exclusive jurisdiction of the courts in Bhubaneswar.

Article 13: Other Legal Actions

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

Article 14: Validity

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

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

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

Article 15: Code of Conduct

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

Article 16: Examination of Books of Accounts

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

Article 17: Legal and Prior Rights

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

Article 18: Other Provisions

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

18.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/Side agreements in this regard

and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.

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

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

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

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

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

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

Annexure-B- Track Record for Past Experience

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

(Enclose necessary documentary proof) Date:

Yours faithfully,

Printed Name

Designation

Seal

Date:

Business Address:

Annexure C- Declaration for Clean Track Record

То

The General Manager, General Administration Department Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFQ document for selection of vendor for **"Request for Quotation (RFQ) from Eligible Vendors towards rate contract of housekeeping manpower for Head Office."**

I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder) Printed Name Designation Seal Date: Business Address:

QUANTIFIED WORK FOR HOUSEKEEPING

The purpose of housekeeping is that the whole office premises of OGB, Head Office, Bhubaneswar must look neat and clean every time and the contractor has to undertake all such jobs/activities required to maintain the office premises neat and clean whether such activities are elaborated hereunder or not.

General Information

Area of the Building:

Area	In sqm.	In sqft
Ground floor with parking	245.55 (parking 301.09)	2643.10
1 st floor	516.29	5557.35
2 nd floor	601.11	6470.35
3 rd floor	601.11	6470.35
Total	1964.06	21141.14

Office working hours - 09.30h to 17.30h

Work to be done daily: (Between 08.30h to 09.15h)

- 1. Brooming, sweeping of floors, basement parking and surrounding area of the building inside the boundary.
- 2. Dusting and cleaning of office furniture, Table top office equipment's, tables, paper trays and other installations.
- 3. Toilets, Wash basins, utensils and Canteen area etc. should be cleaned twice a day and disinfected with necessary disinfectant.
- 4. If required, additional cleaning should be taken up as per the directions given by OGB.
- 5. Replenishment of soap, naphthalene balls/air purifiers [As and when required].
- 6. Emptying of dustbins.
- 7. Maintenance and watering of plotted plants, indoor plants and polishing of bellmetal flower pots.

Work to be done once in two weeks:

- 1. Dusting of files, cleaning of side racks and office furniture items
- 2. Partition glass should be cleaned with cleansing liquid.
- 3. Sweeping/cleaning of rooftops, sewerage lines, washing of staircase, lobby etc. Work to be done once a month:
- 1. Dusting and cleaning of doors and window panes.
- 2. Vacuum cleaning of venetian blinds and carpets etc.
- 3. Cleaning of overhead water tanks basement sums with disinfectants
- 4. Cob-web removal, dusting of ceilings fans, tube lights, fixtures, furniture items specifically steel almirahs.

In addition to above, in case of emergency, cleaning should be done at call on unforeseen events like breakage, spillage and special occasions.

Note: Interested agency shall visit our office between 09.00h to 17.30h on all working days except Saturdays, Sunday and holidays and shall take note the office open area, carpet area, toilets etc to be cleaned.

Date:

Place:

(Name and Signature of bidder) (with stamp of the firm)

GENERAL CONDITION OF CONTRACT

- 1. The purpose of housekeeping is that the whole office premises of OGB, Head Office, Bhubaneswar must look neat and clean every time and the contractor has to undertake all such jobs/activities required to maintain the office premises neat and clean whether such activities are elaborated hereunder or not.
- 2. All the cleaning personnel to be provided for undertaking the housekeeping services in OGB, Head Office, and Bhubaneswar shall be provided with required uniform and cleaning equipments and should maintain decent behavior.
- 3. <u>All the cleaning personnel provided for the housekeeping services shall be</u> governedby Govt. of India Ordinance Minimum Wages Act/Govt. of ODISHA Minimum WagesAct whichever is beneficial to the employee, EPF and ESI and all statutory recovery &remittance shall be taken care by the Contactor.
- 4. All the cleaning personnel to be provided for housekeeping services are bound to work all the days except Government holidays and Sundays and they should reach the office premises well in advance at-least 08.30h to start cleaning work. The working hours of housekeeping is 09.00 hrs to 17.30 hrs with lunch break of 13.30 hrs to 14.00 hrs.
- 5. The contractor shall liable to pay, the monthly wages on or before 07th of succeeding month to his deployed housekeeping personnel in accordance to applicable minimum wages Act.
- 6. The contractor shall strictly observe and adhere the following from their deployed housekeeping personnel:
- Are always smartly turned out and vigilant
- Are punctual and arrive at least 30 minutes before start of their duty time.
- Take charges of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Read and understand their post and site instructions and follow the same.
- Extend respect to all Officers and Staff of the office of OGB
- Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty post.
- Will not read newspaper or magazine while on duty.
- Will immediately report to the Section Officer any untoward incident/ misconduct or misbehavior.
- Do not entertain visitors.
- Shall not smoke in the office premises.
- 7. It is the sole responsibility of the deployed housekeeping personnel to execute the assigned work perfectly and neatly. If any damages are caused to OGB's assets while

discharging the duty, suitable amount will be deducted from the contractor's monthly payment.

- 8. The contractor shall follow the instruction of OGB from time to time in discharging the duty every day.
- 9. OGB shall have the rights to remove any deployed housekeeping personnel from the duty who is considered to be undesirable.
- 10. The contractor shall exercise adequate supervision to reasonably ensure proper performance of housekeeping work in accordance to the schedule of work.
- 11. The contractor shall issue identity card/identity documents of the employees who are deployed to execute the work.
- 12. All necessary reports and other information shall be supplied immediately by the contractor as and when required by OGB and at regular meeting will be held with OGB.
- 13. The contractor shall not employ any person of age below 18 years and above the age of 60 years and they should be sound in health in carrying out the duty and should not have infected diseases.
- 14. The contractor shall not subcontract the assigned work to any other agencies.
- 15.OGB shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the assigned services as soon as possible after the Bureau becomes aware of them.
- 16. If required amendment to the contract shall be effected from time to time in accordance to Government notifications or otherwise.
- 17. The contractor shall raise the invoice/Bill before 07th of the succeeding month for the payment.
- 18. All the payments to the contractor by OGB shall be made through NEFT/RTGS/DD only with applicable TDS in accordance with the Govt. of India guidelines from time to time.
- 19. Administrative Service charge (Bid Value) claimed for providing housekeeping contract shall not be raised at any cost during the contract period for any reason, force majeure etc.
- 20. All the cleaning items and consumables shall be provided by the contractor as per the requirement.
- 21. On expiry of the contract, such portion of the said Performance Security Deposit may be considered by OGB sufficient to recover any incorrect or excess payments made on the bills to the firm, shall be retained until the final bill is settled.
- 22. In case of any accident caused to the housekeeping personnel during the work period, it is the sole responsibility of the agency to meet any expenditure in this regard.

- 23. The contract shall be for **a period of one year** from the date of awarding of contract service and the same shall be extended for further period of two years with same Terms & Conditions subject to mutual consent between OGB and Contractor and satisfactory performance by the contractor each year.
- 24. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed at the rate of 1% of the contract value per month.
- 25. The contract may be terminated by either parties by giving Two month notice in writing.
- 26. The contract may be terminated by OGB by giving notice in writing to the Contractor, if in case of serious negligence or serious breach of any of the terms and conditions of the contract by the contractor, and the Bureau is of the opinion that any further continuance of the contract is not in the interest of the Bureau, then OGB shall have the right to terminate the contract without assigning any reason thereof, or without giving any notice, and any amount payable by OGB as well as the performance security is liable to be forfeited.
- 27. Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by OGB in accordance with the provisions of the Arbitration and Reconciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Bhubaneswar and the decision of the arbitrator shall be final and binding on both parties.
- 1. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Bhubaneswar.

Date: Place:

(Name and Signature of bidder) (with stamp of the firm)

PART-2 FINANCIAL BID

SI.	Particulars	Amount (Rs.)Excluding GST
No.		
1	Bid value should be quoted only for one month for one person. Bid value should not include GST which shall be raised in invoice every month in accordance to Government notification from time to time. The quantity of manpower will be mentioned in work order.	
2.	Cost of Cleaning Materials per month	
3	Service Charges per person	
	Total	

Note: All cleaning items like spray, room freshener, deodorant, brooms, naphthalene ball, etc and other disinfectant and consumables shall be provided by the agency as per the requirements of every month and every now and then.

Date:

Place:

(Name and Signature of Bidder) (with stamp of the firm)