



Tender No. : RFQ/GAD/ ELECTRONIC WEIGHING MACHINE/02/2022-2023

DT.27/02/2023

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

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

INVITATION TO BID

PART 1:

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

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

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

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

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

DISCLAIMER

PART – 2

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

This RFQ is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFQ is to provide the Firms with information to assist in formulation of their proposals. This RFQ does not claim to contain all the information each firms may require. Each Firms should conduct its own investigations and analysis and should check the accuracy, reliability and

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

1.SCHEDULE

SL	Description of Information/ Requirement	Information / Requirement
1	Tender Reference Number	RFQ/GAD/ELECTRONIC WEIGHING MACHINE/02/2022-2023, DT.27/02/2023
2	Date of publish of RFQ	27/02/2023
3	Last date for receipt of queries, if any.	04/03/2023, 15:00 hours
4	Pre Bid Meeting	06/03/2023, 15:00 hours
5	Bid Submission Mode.	Through e-Procurement portal: https://odishabank.abcprocure.com/EPROC/
6	Last Date and Time for submission of bids along with supporting documents both by e-Procurement portal and physical copy	20/03/2023 , 17:00 hours
7	Last date, time and place for submission of following Original documents: 1. Bid Cost (DD), 2. EMD(DD), 3. Integrity Pact	20/03/2023, 17:00 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.	22/03/2023, 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.	Mr.Jagannath Prasad Nayak– General Manager A.K.Sarangji – Manager, GAD M.Parida- 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.Sarangji, Manager, GAD-0674-2353009 GAD- 0674-2353041
13	Contact e-mail ID	gad@odishabank.in

2.Scope of Work

- 1) To prepare a panel/eligible vendors for supply and installation of electronic weighing machine.
- 2) Features of gold electronic weighing machine (LED):

Technical specification	
Capacity	600gm.
High accuracy	10mg.
Platter size in mm	100-120mm dia or more
Platter material	Stainless steel (SS)
Display	Vacuum Fluorescent Display (VFD) dual (Front view& back side view)
Display digit	6 digits
Display size `	13mm
Power consumption	13W
Power supply	230 V AC, 50HZ (Adaptor)
Rechargeable battery	6V/4Ah & charger with windshield enclosure.
Commercial Terms	
Price:	The rate contract will be valid initially for a period of two years from the date of intimation of letter. The rate contract will be extended further period of one year subject to satisfactory performance on review.
Taxes	The above price is excluding of all taxes and duties.
Payment Terms	100% payment against delivery & installation
Freight charges	Freight charges in inclusive of above price.
Delivery period	One week from date of confirmed order.
Warranty	12 months from date of invoice and against manufacturing defect.
<u>Salient features:</u> <ul style="list-style-type: none">◆ low battery indicator◆ auto power –off function◆ Rechargeable battery should be preferably build-in and not with any external battery device.◆ digital tare function◆ stable weight indicator◆ power fail retain function◆ in-built dual display◆ unit conversation	<u>Stamping & verification :</u> Initial stamping from Legal Metrology Deptt, Govt. of Odisha (license in weights & measure Deptt) is free of cost from one year from date of Verification Certificate.

3. Duration of contract:

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

Value of Contracts- Value of contracts may be less than Rs.1.00 lac at single instance. However, we may place repeat orders during the contact period.

4. Duration of Empanelment:

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

5. Integrity Pact: The intended bidders are to submit Integrity pact signed by authorized person along with other tender documents. (**Annexure- I**).

6. 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:

Sl.No.	Eligibility Criteria	Supporting Document
1.	The bidder should be Proprietary, Partnership or Limited Company located at any part of India. The bidder should be registered in India under the Indian Companies Act of 1956 or any act as applicable.	The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association/ partnership deed (in case of Partnership Firm) are to be uploaded along with technical bid. (Documentary proof should be attached).
2.	The annual turnover average for last 3 financial years should not be less than Rs.10 lacs. The bidder should have made profit in any one of the three financial years i.e.19-20,20-21,21-22.	Bidder should submit Copy of the audited Balance Sheets & Profit & Loss statement for the financial year 19-20, 20-21, 21-22 and CA Certificate indicating the sales Turnover for the previous financial years mentioned above.
3.	Income tax Certificate/IT return	Copy should be uploaded for the Assessment Year 2019-20, 2020-2021 and 21-22.
4.	Copy of DIC, PMT Registration Certificate.	Scanned Copy of Certificate to be enclosed.
5.	Manufacturing & Dealership License issued by Controller of legal metrology Govt. of Odisha to sale any weighing equipment.	Scanned Copy of Certificate to be enclosed.
6.	Repairing License issued by Controller of Legal Metrology Govt. of Odisha to repair weighing equipment through the state.	Scanned Copy of Certificate to be enclosed.
7.	The Firms should have their Registered Office/Firms at either Cuttack or Bhubaneswar.	Please enclose documentary proof.
8.	GSTIN Certificate & PAN	Copy of Certificate to be enclosed.
9.	The Solvency certificate should not be more than six months old from the date of publication of tender.	Bankers details: Please enclose solvency certificate minimum worth Rs.1 lahks

10	BID cost DD	Scanned copy of the document should be uploaded in e-procurement portals
11	EMD in form of DD	Scanned copy of the document should be uploaded in e-procurement portals
12	Annexure A – Bidder's Letter for EMD	Scanned copy of the document should be uploaded in e-procurement portals
13	Annexure B - Bid Offer Form (without Price) offer form	Scanned copy of the document should be uploaded in e-procurement portals
14	Annexure C - Bidder Information	Scanned copy of the document should be uploaded in e-procurement portals
15	Annexure D - Declaration for Clean Track Record (No black listed)	Scanned copy of the document should be uploaded in e-procurement portals
16	Annexure E - Declaration for Acceptance of RFQ Terms and Conditions	Scanned copy of the document should be uploaded in e-procurement portals
17	Annexure F - Declaration for Acceptance of Scope of Work	Scanned copy of the document should be uploaded in e-procurement portals
18	Annexure G- Track Record for Past Experience	Scanned copy of work order should be uploaded in e-procurement portals
19	Declaration from clients for completion of work/satisfactory performance.	Scanned copy of Performance Certificate from client for satisfactory completion of work should be uploaded in e-procurement portals
20	Annexure H– Escalation Matrix	Scanned copy of the document should be uploaded in e-procurement portals
21	Annexure-I-Integrity pact (Original copy should be reached our office on or before last date of submission of bid)	Scanned copy of the document should be uploaded in e-procurement portals
22	Annexure-J-Technical Specification	Scanned copy of the document should be uploaded in e-procurement portals.

Original Document to be submitted along with Technical bid	1) Bid Cost in form of DD 2) EMD Cost in form of DD 3) Annexure-I-Integrity pact (Rs.100/-Stamp paper)
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Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria for the category bidder has selected, will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be uploaded as proof in support of the claims made.** BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

1. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
2. Bidders need to ensure compliance with all the eligibility criteria points.
3. In case of corporate acquisition, split of a company, certificate of incorporation, financial statements, credentials prior to such restructuring could be furnished
4. Scheduled Bank also include Regional Rural Bank and Co-operative Bank.
5. Scheduled commercial Bank refer to public sector / scheduled commercial Bank in India only.
6. Branches mentioned are per Bank and not cumulative across Bank.
7. The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.
8. Bank reserve rights to ask any other document for verification purpose.

7. BID COST

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.

8. Earnest Money Deposit (EMD)

- i. All bidders should submit to the Bank an EMD after empanelment/eligible in form of DD in the name of **Odisha Gramya Bank payable at Bhubaneswar of Rs.50000.00 (Rupees Fifty thousand only)**.
- ii. The Proforma of the EMD is given at **Annexure-A**.
- iii. Non submission of EMD by any firms after empanelment/eligible will result in disqualification of firms leading to de-empanelment.
- iv. The EMD of the unsuccessful firms shall be returned within 30 days from the date of award of contract to successful firms and no interest shall be payable on EMD of unsuccessful tenderers.
- v. The successful firms EMD of Rs.50000/- (Rupees fifty thousand only) will be converted in to security deposit.
- vi. The EMD may be forfeited:
 1. If a firm makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract; or after signing of the contract the concerned firms will be de-empaneled.
 2. In the case of successful firms, if the firms fail, to sign the contract and to furnish security deposit the concerned firms will be de-empaneled.

9. BIDS

Bids will be called in two parts:-

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

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

10. General Rules and Instructions to Intending Applicants.

1. The firms are advised to enclose photo copies of all relevant documents as mentioned in the list of testimonials and other required documents wherever necessary.
2. Each page of Application Form shall be signed. The application shall be signed for & on behalf of the Firm/Organization by authorized signatories.

3. If the space in the proforma is insufficient for furnishing full details, the information shall be supplemented in separate sheet of paper stating therein the part of the statement and serial number. Separate sheet shall be used for each part.
4. Applications received after due date and time or incomplete in any respect are liable to be rejected.
5. The Bank reserves the right to reject any or all the applications without assigning any reason thereof.
6. Cost incurred by the applicant in applying, in providing necessary clarifications or attending discussion, site visit will not be reimbursed by Bank.
7. If information and details furnished by applicants are found to be false/inadequate at any point of time in future or any information is withheld which comes to the notice of the bank at a later date, the empanelment of such applicant will be cancelled immediately.
8. The panel will be in force for a period of **3(Three)** years from the date of intimation of letter to the successful bidders, subject to satisfactory performance on review. Subject to satisfactory performance on review.
9. The Bank reserves the right to discontinue the panel at any time without assigning reasons thereof. The bank's decision in this regard shall be binding & final.
10. Notwithstanding the empanelment and/or any provision contained herein, the Bank reserves the sole right to invite price quotations from any/all/none of the empanelled firms.
11. The firms must be agreed to deliver & installation of the electronic weighing machine at Head Office, Regional Offices and Branches, at their own cost as directed by the Bank.

ANNEXURE A - FORMAT FOR EMD

To:

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

Dear Sir,

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

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

1. As per the terms and conditions of RFQ, we submit draft No. _____ dated _____ for a sum of Rs. _____/- (Rupees Only) as EMD.

2. We undertake that in the event of not performing the obligations as per the terms and conditions of the RFQ or committing any breach thereof, which conclusion shall be binding on us, the EMD will be forfeited.

Yours faithfully,

(Signature of the Bidder)

Bidder Name

Designation

Seal

Date:

Business Address:

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

ANNEXURE B - BID OFFER FORM (WITHOUT PRICE)

(Bidder's Letter Head)

OFFER LETTER

To,

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

Dear Sir,

SUBJECT: EMPANELMENT/ELIGIBLE OF SUPPLY & INSTALLATION OF GOLD ELECTRONIC WEIGHING MACHINE IN ODISHA GRAMYA BANK

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFQ and agree to abide by the same. We also note that OGB reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of OGB will be final and binding on us.

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

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

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

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. _____dated _____ drawn in favor of "Odisha Gramya Bank" payable at Bhubaneswar.

Yours faithfully,

(Signature of the Bidder)

Bidder Name

Designation

Seal

Date:

Business Address:

ANNEXURE C - BIDDER INFORMATION

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

Details of the Bidder					
1	Name of the Bidder (Prime)				
2	Proprietary / Partnership / Private Limited /LLP/ Public Limited /	Please enclose a copy Certificate of incorporation/ Registration / Partnership deed			
3	Year of Establishment/	Date:			
	Details of Incorporation of the Company. (NB: Date of Commencement of Business – In case of Company)	Ref#			
4	Details of Key / Senior Officials / Directors / Technical Officer	Name	Designation	Qualification	Experience

5	No. of Offices in the state	Please enclose complete list with proof)	
6	Registered Office Address with details(Bhubaneswar or Cuttack)	Address	
		Mobile No.	
		Phone No	
		Email ID	
7	Contact details for correspondence in connection with tender	Address	
		Mobile No.	
		Phone No	
		Email ID	
8	Valid Goods and Service Tax registration no. (GSTN)	(Please enclose copy of Registration Certificate)	
9	Permanent Account Number (PAN)		
10	The Solvency certificate should not be more than six months old from the date of publication of tender.	Bankers details: Please enclose solvency certificate minimum worth Rs.5lahks	

Financial Details (as per audited Balance Sheets) (in Cr)				
	Year	2019-20	2020-21	2021-22
11	Net worth			
12	Turn Over			
13	Profit After Tax			

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

DECLARATION

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

(Signature of the Bidder)

Bidder Name

Designation

Seal

Date:

Business Address:

ANNEXURE D - DECLARATION FOR CLEAN TRACK RECORD (NO BLACK LISTED)

To

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 **EMPANELMENT/ELIGIBLE OF SUPPLY & INSTALLATION OF GOLD ELECTRONIC WEIGHING MACHINE IN ODISHA GRAMYA BANK.**

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)

Bidder Name

Designation

Seal

Date:

Business Address:

ANNEXURE E - DECLARATION FOR ACCEPTANCE OF RFQ TERMS AND CONDITIONS

ACCEPTANCE OF OFFER

To

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFQ document for selection of vendor for **EMPANELMENT/ELIGIBLE OF SUPPLY & INSTALLATION OF GOLD ELECTRONIC WEIGHING MACHINE IN ODISHA GRAMYA BANK.**

I declare that all the provisions of this RFQ/Tender Document are acceptable to my company/Firm. I further certify that I am an authorized signatory of my company/Firm and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Bidder Name

Designation

Seal

Date:

Business Address:

ANNEXURE F - DECLARATION FOR ACCEPTANCE OF SCOPE OF WORK

To

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

Dear Sir,

I have carefully gone through the Scope of Work contained in the RFQ document for selection of vendor for **EMPANELMENT/ELIGIBLE OF SUPPLY & INSTALLATION OF GOLD ELECTRONIC WEIGHING MACHINE IN ODISHA GRAMYA BANK.**

I declare that all the provisions of this RFQ / Tender Document are acceptable to my company/Firm. I further certify that I am an authorized signatory of my company/Firm and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Bidder Name

Designation

Seal

Date:

Business Address:

ANNEXURE G- TRACK RECORD FOR PAST EXPERIENCE

SUBJECT: EMPANELMENT/ELIGIBLE OF SUPPLY & INSTALLATION OF GOLD ELECTRONIC WEIGHING MACHINE IN ODISHA GRAMYA BANK

Name of the Bidder _____

S.No.	Name of the organization where the work has been executed.	Contact Person's Name of the organization where the work has been executed.	Telephone No.of the Contact Person's where the work has been executed.	Address of the Organization where the work has been executed.
1				
2				
3				
4				
5				

(Enclose necessary documentary proof like work completion certificate and work order)
Date:

Yours faithfully,

(Signature of the Bidder)

Bidder Name

Designation

Seal

Date:

Business Address:

Annexure H– Escalation Matrix

SUBJECT: EMPANELMENT/ELIGIBLE OF SUPPLY & INSTALLATION OF GOLD ELECTRONIC WEIGHING MACHINE IN ODISHA GRAMYA BANK

Name of the Bidder _____

SL.No.	Name	Designation	Phone No.	Mobile No.	Email address

(Enclose necessary documentary Proof)

Date:

Yours faithfully,

(Signature of the Bidder)

Bidder Name

Designation

Seal

Date:

Business Address:

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

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

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

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

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and

free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesses as under:

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

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

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

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

Article 1: Commitments of the BUYER

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

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

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

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

Article 2: Commitments of the BIDDER

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

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

organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

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

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

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

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

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

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

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

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

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

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the- BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of

tender. The term 'relative' for this purpose would be as defined and prescribed under Section 6 of the Companies Act 1956 and as defined and prescribed under Section 2(77) of the Companies Act 2013 and the relevant Rules made there under.

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

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

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

Article 4: Compensation for Damages

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

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

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

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

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

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

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

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

Article 6: Previous Transgression

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

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

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

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

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

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

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

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

Article 8: Earnest Money (Security Deposit)

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

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

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

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

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

Article 9: Sanction for Violations

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

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

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

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

Article 10: Independent External Monitors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 11: Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents

including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Article 12: Law and Place of Jurisdiction

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

Article 13: Other Legal Actions

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

Article 14: Validity

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

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

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

Article 15: Code of Conduct

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

Article 16: Examination of Books of Accounts

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

Article 17: Legal and Prior Rights

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

Article 18: Other Provisions

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

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

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

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

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

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

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

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

Annexure-J-Technical Specification

Features of gold electronic weighing machine: (LED)

Technical specification			
Capacity	600gm.		
High accuracy	10mg.		
Platter size in mm	100mm-120mm dia or more		
Platter material	Stainless steel (SS)		
Display	Light –Emitting diode (LED) dual (Front view& back side view)		
Display digit	6 digits		
Display size `	13mm		
Power consumption	13W		
Physical dimension	Not mandatory		
Power supply	230 V AC, 50HZ (Adaptor)		
Rechargeable battery	6V/4Ah & charger with windshield enclosure.		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><u>Salient features:</u></p> <ul style="list-style-type: none"> ◆ low battery indicator ◆ auto power –off function ◆ the rechargeable battery should be built-in and not with any external battery device –free battery ◆ digital tare function ◆ stable weight indicator ◆ power fail retain function ◆ in-built dual display ◆ unit conversation </td> <td style="width: 50%; vertical-align: top;"> <p><u>Stamping & verification :</u></p> <p>Initial stamping from Legal Metrology Deptt, Govt. of Odisha (license in weights & measure Deptt) is free of cost from one year from date of Verification Certificate.</p> </td> </tr> </table>		<p><u>Salient features:</u></p> <ul style="list-style-type: none"> ◆ low battery indicator ◆ auto power –off function ◆ the rechargeable battery should be built-in and not with any external battery device –free battery ◆ digital tare function ◆ stable weight indicator ◆ power fail retain function ◆ in-built dual display ◆ unit conversation 	<p><u>Stamping & verification :</u></p> <p>Initial stamping from Legal Metrology Deptt, Govt. of Odisha (license in weights & measure Deptt) is free of cost from one year from date of Verification Certificate.</p>
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Yours faithfully,

(Signature of the Bidder)

Bidder Name

Designation

Seal

Date:

Business Address:

**ANNEXURE-K
PRICE BID FOR GOLD ELECTRONIC WEIGHING MACHINE: (LED)**

Description	Technical Specification	Rate Excluding GST per machine
Capacity	600gm.	
High accuracy	10mg.	
Platter size in mm	100mm-120mm dia or more	
Platter material	Stainless steel (SS)	
Display	Light –Emitting diode (LED) dual (Front view& back side view)	
Display digit	6 digits	
Display size `	13mm	
Power consumption	13W	
Physical dimension	Not mandatory	
Power supply	230 V AC, 50HZ (Adaptor)	
Rechargeable battery	6V/4Ah & charger with windshield enclosure.	

Commercial Terms	
Taxes	The above price is excluding of all taxes and duties.
Payment Terms	100% payment against delivery & installation
Freight charges	Freight charges in inclusive of above price.
Delivery period	Two week from date of confirmed order.
Warranty	12 months from date of invoice and against manufacturing defect.

Yours faithfully,

(Signature of the Bidder)

Bidder Name

Designation

Seal

Date:

Business Address: