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ओडिशा ग्रामीण बैंक

# Odisha Grameen Bank

(A Govt. of India Undertaking)

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## OPEN TENDER

FOR

SUPPLY, INSTALLATION TESTING AND COMMISSIONING OF 125KVA SILENT DIESEL GENERATOR FOR  
HEAD OFFICE

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## ABBREVIATIONS USED IN THE DOCUMENT

Abbreviation	Expansion
CVC	Central Vigilance commission
DD	Demand Draft
EMD	Ernest Money Deposit
GST	Goods and Services Tax
OEM	Original Equipment Manufacturer
OGB	Odisha Grameen Bank
NEFT	Net Electronic Fund Transfer
RBI	Reserve Bank of India
SB	Successful Bidder
SLA	Service Level Agreement
TDS	Tax deducted at Source
OVD	Officially Valid documents

### Part-1

#### INTRODUCTION

Odisha Grameen Bank, Head office, Gandamunda Bhubaneswar (hereinafter referred to as "Bank") invites bids (hereinafter referred to as "bid/tender") for "**TENDER FOR SUPPLY, INSTALLATION TESTING AND COMMISSIONING OF 125KVA SILENT DIESEL GENERATOR AT HEAD OFFICE**". ("hereinafter also referred to as "System") based on the requirements, specifications, terms and conditions laid down in this tender and its Annexes.

## Part-2

### **DISCLAIMER**

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

This tender 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 tender is to provide the Bidders(s) with information to assist in formulation of their proposals. This tender does not claim to contain all the information each Bidders may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender 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 tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender. No contractual obligation whatsoever shall arise from the tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidders.

#### **Bid Schedule and Address:**

SL	Description of Information/ Requirement	Information / Requirement
1	Date of publish of tender	15/07/2025
2	Last date for receipt of queries, if any.	21/07/2025, 5:00PM
3	Pre Bid Meeting	22/07/2025, 3:00PM(Offline at Head office of Odisha Grameen Bank)
4	Bid Submission Mode.	<b>Offline by post/Courier</b>
5	<b>Last Date and Time for submission of bids along with Checklist with page no of documents</b>	13/08//2025 , 4:30 PM
6	Date, time and venue for opening the technical bid.	13/08/2025, 5:00PM at Odisha Grameen Bank Head Office. 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.
7	Date, time and venue for opening the commercial bid	Will be intimated to technically short-listed bidders through Email.
8	Name of contact officials for submission of documents as stated in serial No.6 and for any enquiries.	O.Behera – HOD, GAD M.Parida- Manager, GAD
9	Address for Communication / Submission of Bids	The General Manager, General Administration Dept., Odisha Grameen Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030.
10	Contact officials for any clarification.	O.Behera, HOD, GAD-0674-2353009
11	Contact e-mail ID	gad@odishabank.in

#### **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 as holiday under NI Act by the Government or any restriction imposed by Government, subsequent to issuance of tender the next working**

**day will be deemed to be the last day for submission of the tender. In case of pre-bid meeting is declared as holiday under NI Act by the Government or any restriction imposed by Government, subsequent to issuance of tender the next working day will be deemed to be scheduled of the meeting. The Bid/s which is/are deposited after the said date and time shall not be considered.**

3. Bids should be submitted in the Offline mode.
4. Any delay due to postal and or courier will not be considered towards relaxation in submission of physical copies of required documents.

## **Section-I-Scope of Work**

Odisha Grameen Bank invites competitive bids from OEM/OEM authorized dealers/reputed suppliers having their registered office and service centre in Bhubaneswar for supply, installation, testing and commissioning of one(1) 125 KVA silent diesel generator sets of reputed make(only make in India).

This Invitation for Bids, issued by the Employer is open to all firms including company (ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956.

Interested parties are requested to submit the Bids in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document.

Supply, installation, testing and commissioning of one (1) 125 KVA silent diesel generator shall strictly as per technical Specifications. The work includes Design, engineering, manufacturing, testing, packing and forwarding, loading, unloading, insurance, transportation, delivery, installation, testing and commissioning at the destinations.

All the following works should be done strictly in accordance with bidding documents:

1. Designing of details of DG set foundation and its construction, placement of DG set with acoustic enclosure, AMF Panel etc. along with all accessories/ components complete.
2. Supply and Delivery of DG set with Acoustic enclosure and standard panel and associated cabling, earthing, safety items including packing, handling, transporting, clearing, loading/unloading etc. to Odisha Grameen Bank at Head Office site, Gandamunda, Bhubaneswar.
3. Erection, testing & commissioning of DG set as per technical specifications, obtaining operating approval from Electrical inspectorate and handing over the DG set to Odisha Grameen Bank for use.
4. Providing all-inclusive service including all spares, etc. during warranty period of new DG set without incurring extra cost to the bank.
5. All engineering, equipment, labour, and permits required for satisfactory completion of DG set installation work as per Specification.
6. Internal wiring for common area lighting, lifts, water pumps etc. Any other ancillary work, related to but not mentioned above, required for satisfactory completion of the job.
7. Obtaining all statutory permissions /license from appropriate authorities i.e. All the necessary works related to the Job component like preparation of preliminary and as

built drawings, liaising with the local authorities, govt. bodies for any type of NOC, clearance etc.; shall be under the scope of the bidder

8. Unless otherwise mentioned in the tender documents, the following work shall be done by the vendor and therefore, their cost shall be deemed to be included in their tendered cost, whether specifically indicated in the schedule of work or not:
9. Foundations for equipment including vibration isolation springs/pads.
10. Making good all damages caused to the structure during installation and restoring the same to their original finish within the scope of the vendor/bidder.
11. Minor building work necessary for installation of equipment, foundation trench for cable, making of opening in walls or in the floors and restoring them to their original condition/ finish and necessary grouting etc. as required. Debris if any, shall be disposed off outside the premises to the area marked by Municipal authorities for this purpose.
12. All supports for exhaust and water pipes, cables, anti-vibration pads etc. as are necessary are included in scope of bidder/vendor.
13. All electricity work and neutral earthing, body earthing, required for engine and alternator, main board/control panels and control wiring including loop earthing, if specified in schedule of work. The work shall be done by the vendor/bidder conforming to relevant BIS.
14. Providing point wiring for fan, light, AC, UPS connection etc., drilling, casing-caping, separate change over switches, civil works etc. and connection to DG set complete in all respect as per requirement at site.
15. Before quoting, the tenderer/bidder shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site, locality including installations of tools and plants (T&P) and local authority regulations / restrictions if any ,conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Odisha Grameen Bank in any circumstances.
16. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. Bank reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment /execution of work. Contractor will be paid for the actual work done at the site duly verified by the concerned official of the bank.

### **General Conditions**

1. Though mentioned above, the scope of the work is not limited strictly to the areas/units mentioned, but is required to be carried out at any other locations other than those mentioned above as directed by the Odisha Grameen Bank.
2. Supply of manpower with tools and tackles etc., along with supervision to carry out the jobs as directed by the Odisha Grameen Bank.
3. All the jobs given to the agency shall be taken up on priority basis without any delay by mobilizing all the resources immediately at site.
4. There may be other contractor working inside/ outside the flats simultaneously for carrying out other works. Cooperation and coordination between the contractors shall be

maintained including permitting them to use the Scaffoldings.

5. All Sundry equipments /fittings, assemblies, accessories, hardware items, foundation bolts, supports, termination lugs for electrical connections, cable glands, cable trays, junction boxes and all other sundry items for proper assembly and installation of the various equipments and components of the work shall be deemed to have been included in the tender, irrespective of the fact that whether such items are specifically mentioned in tender document or not.

6. Materials used should conform to relevant BIS Codes.

#### **7. Rating Plate, Name Plate, and Labels:**

Rating Plate, Name Plate, and Labels of 125 KVA DG is to have permanently attached to it, a rating plate of non-corrosive material in a conspicuous position, upon which the total specifications, along with the manufacturer's name, address, etc., are to be engraved.

#### **8. Packaging:**

The 125 KVA DG to be suitably protected, covered in water-proof packing and crated to prevent damage or deterioration during transit and storage till the time of installation. The supplier shall be responsible for any loss or damage caused during transportation, handling or storage till their successful installation. Safety and security of DG sets during commissioning period is the responsibility of the tenderer.

**9. Quality Assurance/Inspection:** The equipment shall be tested for its features and functionality as per relevant standards, test report & technical specifications and necessary test certificates are to be submitted along with dispatch documents/Bills. Odisha Grameen Bank reserves the right to inspect the supplied materials. You are requested to inform us in advance for readiness of materials for arranging inspections, if any and dispatch clearance thereof.

**10. Work order:** 100% work order will be placed to L-1 bidder. If L-1 bidder is not accept the work order, the preference will be given to L-2, L-3 and so on with L-1 Price. If all the bidders are not accept the L-1. The tender will be canceled and re-tender will be published and bank shall **blacklist the L-1 bidder for 3 years** from the date of the letter.

#### **11. DELIVERY / COMPLETION PERIOD:**

Time is the essence of contract. The entire work is scheduled to be completed within **30 Days** from the date of issue of Award. Any demurrage and other expenses incurred after the Material reaches destination site, due to delayed furnishing of dispatch documents, delayed clearance or any other reasons attributable to the vendor shall be to the account of the vendor.

12. A completion certificate regarding commissioning of DG set to be furnished by tenderer.

**13. Penalty: During the work order period** if the vendor fails to supply, installation, testing and commissioning the 125kva at designated site, the penalty of 0.25% of taxable value per week subject to maximum of 5% of the accepted tender amount (taxable amount) will be recovered from bill.

#### 14. Documentation:

Detailed **technical manuals, handbooks, drawings, Warranty card** and **Factory Quality Assurance checklist, test results** and any other certifications mentioned in the Technical specifications shall be supplied along with the consignment. Supplied manuals/handbooks must cover detailed technical specifications and installation, operation, maintenance and System Safety procedures.

#### 15. Trial Operation and Performance Guarantee Test:

After successful completion of Installation of the 125 KVA DG, a 7-day continuous trial operation putting those on optimum use shall be conducted by the tenderer at site, during which the performance of the 125 KVA DG shall be demonstrated for trouble-free continuous operation, meeting the specified standards and proper training shall be imparted to two persons of the purchaser.

During trial operation, bidder shall do all necessary adjustments required to ensure the performance as per the acceptable level.

In case, guaranteed performance is not established, the bidder shall be given the opportunity to rectify/replace the 125 KVA DG, and restart the 7 days continuous trial operation, at the risk and cost of the bidder.

**16. OEM Warranty Period:** The supplied 125kva genset shall have a OEM warranty period of **3(Three) years**. The warranty certificate must be sent along with the dispatch documents. **In OEM Warranty Period, all the spare parts shall be covered without incurring the extra cost to Bank.**

17. The Bidder on selection for execution of work as stated above, will be intimated through an offer letter for submission of Performance Bank Guarantee (PBG) on Rs 100/- Stamp Paper, **equivalent to 10% "Procurement Cost validity for 3YEAR OEM Warranty Period.**

18. The successful bidder shall execute an agreement on non-judicial stamp paper Rs.100/- with Odisha Grameen Bank in accordance with the standard format within **07 days from date of issue of work order** failing which the bidder's EMD may stand forfeited.

#### 19. After-Sales Service:

During the warranty, the bidder shall attend to the problems reported by the Bank on a priority basis.

For any problem reported, the bidder shall attend and rectify the problem **within 1 (one) days or provide a standby system of the similar configuration.**

The report on any problem will be informed through phone/email which shall be given by the bidder.

The bidders will be fully responsible to provide maintenance service, in case of any negligence, in providing the service by the bidder.

- (i) **Penalty of 1%** of the contract value will be collected.



(ii) Bidder will be prohibited to execute further works in Odisha Grameen Bank.

On failure to comply with those instructions, the Bank Guarantee provided for the warranty period shall be invoked.

## **Section-2-TERMS OF PAYMENT**

**Hundred percent (100%)** of bill shall be released after completion of entire scope of works and on submission of Following Documents.

- a. Acknowledgement of Award vide Email
- b. **GST invoice. the Serial No., QR code, HSN/SACE code of components installed must be mentioned in the Bill.**

Kindly note that GST is not payable on F&I Charges.

Income Tax and other statutory levies as applicable as per provision of Income Tax Act/Other Taxation laws at the time of payment shall be deducted at source unless concerned tax authorities exempt the contractor. Odisha Grameen Bank shall affect TDS as per the rules / statutory requirements and issue TDS certificate.

- c. Bill along with all details/documents shall have to be submitted by you to Odisha Grameen Bank for verification and effecting payment by Paying Authority.
- d. The payment will be made by the Bank after deducting TDS as applicable. GST will be paid as applicable.

## **e. MODE OF PAYMENT**

Payment to be made directly to the vendor by Odisha Grameen Bank through electronic payment mechanism (e-payment) for which the necessary details shall be tied up during execution of the contract.

## **Section-3-EMD & Bid Cost**

**3.1. BID Cost:** A non-refundable application/BID money of Rs.1500/- (Rupees One thousand Five Hundred only) in the form of a **Demand Draft drawn in favour of Odisha Grameen Bank, payable at Bhubaneswar**, should be enclosed with the Tender. The envelope containing application/BID money should have proper encryption on top.

**3.1.A.Exemption of Bid Cost:** *Exemption of BID cost will be allowed to bidder registered under MSME / Udyog Aadhar as Micro & Small Enterprises under category relevant to this tender submission of photo copy of registration certification from relevant authority of Govt. of India along with Technical BID.*

## **3.2. Earnest Money Deposit (EMD).**

- (a) The bidder must submit an EMD of Rs.1,00,000/- [Rupees One Lakh Only] by way of BG/DD **drawn in favour of Odisha Grameen Bank, payable at Bhubaneswar** along with the Technical Bid.
- (b) The EMD of unsuccessful Bidder would be returned without any interest within 30 days from the date of completion of tender process.

## **3.2.A.Exemption of EMD:**

*Exemption of EMD will be allowed to bidder registered under MSME / Udyog Aadhar as Micro & Small Enterprises of under category relevant to this tender submission of photo copy of registration certification from relevant authority of Govt. of India along with Technical BID.*

## **3.2.B. Return of EMD**

The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee as required in this tender.

EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

### 3.2.C. Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- d) Bidder violates any of the provisions of the tender up to submission of Performance Bank Guarantee.
- e) Selected Bidder fails to accept the order within **five days** from the date of receipt of the order. However, OGB reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f) Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of execution of the contract. In such instance, OGB at its discretion may cancel the order placed on the selected Bidder without giving any notice.

### 3.3. Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. OGB reserves the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.

### 3.4. Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, OGB may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

### 3.5. Bid documents should be submitted sealed envelopes (Two envelope i.e. One envelope for Technical Bid and another envelope for financial bid) to be sent

"The General Manager,  
General Administration Dept.,  
Odisha Grameen Bank, Head Office,  
AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030., " **TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 125KVA OF SILENT DIESEL GENERATOR**" must be marked on the top of front side of the envelope and the **name of the bidder, Contact Person, Address, Phone/ Mobile No. and email Id must be mentioned at the rear.**

#### Section-4-Eligibility Criteria:

**Technical Bid.** Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

Sl.No	Eligibility Criteria	Supporting Documents
<b>Documents Requirement of Bidder (OEM/OEM authorized Dealer/supplier).</b>		
1	Bidder (OEM/OEM authorized Dealer/Supplier) should be Proprietorship/ Partnership/registered in Company in India	Copy of Certificate of Incorporation/Partnership deed/ to be provided. In case of proprietorship firm, GSTN certificate should be provided.

Sl.No	Eligibility Criteria	Supporting Documents
2	The annual turnover average for last 3 financial years should not be less than Rs.10.00Lakhs	Bidder should submit Copy of the Balance Sheets & Profit & Loss statement for the financial year 2021-22, 2022-2023 and 2023-2024 and CA Certificate indicating the sales Turnover for the previous financial years mentioned above.
3	The Bidder's firm should not be owned or controlled by any present Director or employee of IOB/OGB	Bidder has to submit A self-declaration by the company letter head.
4	GSTIN Certificate & PAN,IT Return	Copy of GSTIN certificate& PAN to be enclosed. Latest GST filing proof-3(B).IT return for Assessment Year 22-23, 23-24 and 24-25.
5	The Bidder should have an office/ service center in Bhubaneswar, Odisha	Bidder has to submit the address proof. Copy of suitable document to be provided.
6	Bidder not have been blacklisted / debarred/ Not satisfactory performance by any RBI/PSUs/PSBs/OGB/Private Banks/any Organisation during last 5 years as on date of bid submission.	Bidder has to submit the Self Declaration certificate as per format provided in " <b><u>Annexure-D</u></b> - Declaration for Clean Track Record" of the tender along with the technical bid.
7	The Firm must have executed for similar works in Public sector Bank/ Private Bank with similar work <b>last 3years experience</b> in the product offered from publication of the tender. Three similar works per year minimum Rs.30.00Lakhs Or Two similar works per year minimum Rs.25Lakhs Or One Similar Work per year minimum Rs.23Lakhs	Scanned copies of original work orders with <b><u>Annexure-I</u></b> (Track record for past Experience).
8	Declaration from clients for completion of work/satisfactory performance.	Bidder has to submit at least two Performance Certificate from client for satisfactory completion of work <b>last three years</b> .
9	Bidder should not be or must <b>not have been a financial defaulter with any bank or any organisation in India.</b>	The <b>Solvency certificate</b> should not be more than six months old from the date of publication of tender. Bankers details: Please enclose solvency certificate minimum worth <b>Rs.1lakh</b> .

Sl.No	Eligibility Criteria	Supporting Documents
10	ISO/ Test report certification	<ol style="list-style-type: none"> <li>1. ISO-8528- Part-1 to 10, applicable for generating set.</li> <li>2. IS- 1000- Part-1 to 13, 1980 applicable naturally aspired engines.</li> <li>3. BS-5514-Part-5-1979, IS-13018 &amp; BS-649 Reciprocating internal combustion engines, Performance, torsional vibrations.</li> <li>4. ISO-3046-Part-5-2001,Part-1-2002, Part-3-1989, Part-4-1997, Part-6-1990, IS 60034</li> <li>5. IS-4889/BS-269, IS-4722-1992, IS-13364-part-1&amp;2-19992, IEC-34-1-1983,BS 2613/1970, IS 4889, IP-21 as per IS-4691/85 applicable to Alternator</li> <li>6. IS-8183, ISO-3744-1988 ( E ), ISO-8528- Part-10-1998 ( E ), ISO-9614-1993-Part-1, 2 applicable for acoustic enclosure</li> <li>7. IS-2147-1962 and IS-4722 applicable for control panels.</li> <li>8. IS-1460: Automative Diesel Fuel.</li> <li>9. IS/IEC 60034-1: Rotating electrical machines.</li> <li>10. ISO 9001</li> <li>11.IS 13018: Internal Combustion Engine.</li> </ol>
11	BID Cost-Original DD should be enclosed.	DD shall be submitted
12	Earnest Money Deposit in the form of BG/DD.	Original BG/DD shall be submitted
13	Filled and signed copy of "Annexure A – Bidder's Letter for EMD" (Filled and signed copy)	Seal and signed copy shall be submitted.
14	Format of BG-Annexure-A.1	
15	Annexure B-Bidder Offer Form(Without Price) (Filled and signed copy)	
16	Annexure C - Bidder Information" (to be filled and signed copy)	

Sl.No	Eligibility Criteria	Supporting Documents
17	Annexure-D-Declaration for clean track Record(Filled and signed copy)	Seal and signed copy shall be submitted.
18	Annexure-E- Declaration of Acceptance of tender Terms and Conditions" (Filled and signed copy)	
19	of "Annexure F- Declaration of Acceptance of Scope of Work" (Filled and signed copy)	
20	Annexure G-Original copy of "Power of Attorney"- <b>Original Copy-Rs.100/-Stamp Paper.</b>	
21	Annexure-H- Track Record for Past Experience (Filled and signed copy)	
22	Annexure I- <b>Escalation Matrix</b> (Filled and signed copy)	
23	Annexure J- <b>Integrity Pact-Original Copy-Rs.100/-Stamp Paper.</b>	
24	Annexure-K-Bidder should submit the OEM / Manufacturer's Authorization Letter-Bid only allowed from OEM or OEM authorised Dealer/Supplier. In Case OEM authorised Dealer/Supplier, Bidder shall submit the tender specific OEM/Manufacture Authorisation Form (MAF) in attached format along with OEM correspondent mail ID.	
25	Technical Specification-Annexure-L	

### **Commercial Bid -Annexure- M-In Separate Closed Envelope.**

**Note:** 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 submitted 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. The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.

7. Bank reserve rights to ask any other document for verification purpose.

## **Section-5**

### **5.1 Performance Bank Guarantee (PBG).**

(I) The Bidder on selection for execution of work as stated above, will be intimated through an offer letter for submission of Performance Bank Guarantee (PBG) on Rs 100/- Stamp Paper, **equivalent to 10% "Procurement Cost validity for 3YEARS of Warranty Period"**. The procurement cost will be decided as per the Rates quoted by L1 Bidder. There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.

(II) Format of the PBG is attached as **Annexure – N** to this tender.

(III) The PBG must be issued **other than Odisha Grameen Bank** in the name of **"Odisha Grameen Bank"**, payable at Bhubaneswar and to be submitted **within 15 days** of placing the work order by the Bank.

(IV) **In case, the selected L1 bidder fails to submit the PBG to within 15(fifteen) days from the date of work order the EMD submitted by the successful Bidder may be forfeited.**

### **5.2 Integrity Pact.**

The Bank has implemented Integrity Pact in compliance with CVC guideline.

The Integrity Pact essentially envisages an agreement between the prospective vendors/ bidders and the buyer, committing the persons/ officials of both sides not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors / bidders, who commit themselves to such a pact with the buyer, would be considered competent to participate in the bidding process.

The Integrity Pact, duly executed on **Rs.100 Stamp Paper** (signed in all pages), shall be submitted. Draft copy of the Integrity Pact is enclosed to this tender.

### **5.3 Other Terms & Conditions for bidder.**

- ✓ Bids received after stipulated date & time shall be rejected. The Bank will not be responsible for any postal/ courier delays. The Technical Bid and Commercial Bid must be filled up (typed) and should be as per formats provided in the tender. Corrections or alterations if any should be authenticated.
- ✓ The Bid documents should be valid for a period of 180 days minimum.
- ✓ The Bank reserves the right to reject any/ all offers without assigning any reasons.
- ✓ Bank is entitled to withdraw this tender at any stage without assigning any reason and accept or reject any deviation from these conditions.

### **5.4 Safety Code**

1. The contractor shall follow the safety codes as per IS-5216-1982 while carrying out the electrical work.
2. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
3. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
4. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.

5. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.
6. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary protection of minimum height of one meter.
7. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
8. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
9. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
10. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
11. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
12. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
13. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
14. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

## **5.5 Fire Safety**

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work required precautions should be taken.
- vi. Two buckets of water/ sand and a fire cloth of suitable size shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor

to the workmen to prevent occupational health hazards.

x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.

xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.

xii. Any debris/ waste generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner and disposed off outside the premises to the area marked by Municipal authorities for this purpose.

xiii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

### **5.6 Savings.**

- ✓ In the event of a dispute in "Terms and Conditions" as published in the tender documents vis-a-vis as listed in the "Agreement for Performance Guarantee", then later will prevail.
- ✓ In the event of any dispute arising due to interpretation of any terms and conditions, the matter will be referred to the Competent Authority of the bank whose decision shall be final and binding on both the parties.
- ✓ Courts in Bhubaneswar shall have exclusive jurisdiction in any matter arising out of contract / agreement between the Bank and the vendor towards supply, Installation, testing and commissioning of 125KVA of silent DG.

## **Section -6- Instruction to Bidders**

### **A.BID DOCUMENTS**

#### **6.1. Tender/Bid**

- I. Bid, Tender are used to mean the same.
- II. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

#### **6.2. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and Odisha Grameen Bank will in no case be responsible or liable for those costs.

#### **6.3. Clarifications of Bidding Documents and Pre-bid Meeting**

A prospective Bidder requiring any clarification of the Bidding Documents may notify Odisha Grameen Bank in writing at Odisha Grameen Bank's address or through email any time prior to the deadline for receiving such queries before due date.

Bidders should submit the queries only in the format given below:

<b>Sr. No.</b>	<b>Document Reference</b>	<b>Page No</b>	<b>Clause No</b>	<b>Description in tender</b>	<b>Clarification Sought</b>	<b>Additional Remarks (if any)</b>

Replies to all the clarifications, modifications received through mail and email will be posted on our bank website. Any modification to the bidding documents which may become necessary shall be made by Odisha Grameen Bank by issuing an Addendum.



#### **6.4. Amendment of Bidding Documents**

1. At any time prior to the deadline for submission of bids, Odisha Grameen Bank may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents in Bank website.

2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted on Bank Website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.

3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, OGB may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on Bank website.

4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the tender.

#### **6.5. Period of Validity of Bids**

Bids shall remain valid for a period of 180 days after the date of bid opening or as may be extended from time to time. OGB reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

#### **6.6. Extension of Period of Validity of bid**

In exceptional circumstances, prior to expiry of the bid validity period, Odisha Grameen bank may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

#### **6.7. Format of Bid**

**Two bid system (Two separate closed envelope)-one is Technical bid and another is Price Bid to be submitted in Offline mode.**

#### **B.Submission of Bid**

##### **6.8. Bid Submission modes**

Bidder to follow following mode of submission of Bid.

1. Original Demand Draft, EMD in form of DD/BG, Original Demand Draft of Bid cost, Original Power of Attorney and Original Integrity Pact and Signed and Photo copy of all documents must be submitted as part of technical bid in separate envelope.
2. Commercial bids must be submitted as part of commercial bid in separate envelope.
3. In technical bid envelope shall be marked as **“TECHINICAL BID FOR TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 125KVA SILENT DIESEL GENERATOR AT ODISHA GRAMEEN BANK, HEAD OFFICE, GANDAMUNDA, BHUBANESWAR.”**
4. In commercial bid envelope shall be marked as **“COMMERCIAL BID FOR TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 125KVA SILENT DIESEL GENERATOR AT ODISHA GRAMEEN BANK, HEAD OFFICE, GANDAMUNDA, BHUBANESWAR.”**

5. **Both separate envelope of technical bid and commercial bid shall be reached to us within a single closed envelope with marked as “TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 125KVA SILENT DIESEL GENERATOR AT ODISHA GRAMEEN BANK, HEAD OFFICE, GANDAMUNDA, BHUBANESWAR.”**
6. The Bidder should bear all the costs associated with the preparation and submission of their bid and Odisha Grameen Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
7. All page of the documents shall be duly signed and seal by the bidder.

**6.9. Bid Currency**

All prices shall be expressed in Indian Rupees (INR) only.

**6.10. Bid Language**

The bid shall be in English Language.

**6.11.Rejection of Bid**

The bid is liable to be rejected if the bid document:

1. Does not bear signature of authorized person.
2. Is received through E-mail.
3. Is received after expiry of the due date and time stipulated for Bid submission.
4. Is incomplete / incorrect.
5. Does not include requisite documents.
6. Is Conditional.
7. Does not confirm to the terms and conditions stipulated in this tender.

No bid shall be rejected at the time of bid opening, except for late bids and those that do not conform to bidding terms.

**6.12.Deadline for Submission**

The last date of submission of bids is given in Bank website however the last date of submission may be amended by Odisha Grameen Bank and shall be notified through Bank website.

**6.13. Late Bid**

Bids received after the scheduled time will not be accepted by the Odisha Grameen Bank under any circumstances. Odisha Grameen Bank will not be responsible for any delay due to postal service or any other means.

**6.14. Modifications and Withdrawal of Bids**

Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

No bid will be modified after the deadline for submission of bids.

**6.15.Right to Reject, Accept/Cancel the bid**

Odisha Grameen Bank reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

Odisha Grameen Bank does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason

whatsoever. Odisha Grameen Bank also reserves the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

#### **6.16.Tender Abandonment**

Odisha Grameen Bank may at its discretion abandon the process of the selection of bidder at any time before notification of award.

### **Section- 7- Bid Opening**

#### **7.1. Opening of Bids**

Bids will be opened in 2 stages:

Stage 1 – In the first stage the 'Technical' Bids will be opened.

Stage 2 – “Commercial bids” will be opened for technically qualified bidders for selection of L1 bidder.

#### **7.2. Opening of Eligibility and Technical Bids**

Odisha Grameen Bank will open Technical bid in presence of technical committee members.

**In the event of the specified date bid opening being declared a holiday for Odisha Grameen Bank, the Schedule bids shall be opened at the next working day.**

#### **7.3. Opening of Commercial Bids**

Bank will open the Commercial bids to the bidders satisfying eligibility criteria of Technical bid requirement of this tender.

### **Section-8-Evaluation of Bid**

**8.1. Tender Evaluation Process:** The offers received from various bidders shall be evaluated in **2(Two) stages**:-

#### **8.1.A.Technical Bid.**

The selection criteria for qualifying the Technical Bid i.e Eligibility Criteria and for participating in the Commercial Bid i.e. **Annexure -M** is attached.

**8.1.A.1. Verification of the Technical Details / Specification submitted by the bidder.** Bank shall verify the technical details of and eligibility criteria for finalization of the Technical Bid.

Kindly note that tender documents submitted by a bidder may be rejected if:

- a. The tender is incomplete.
- b. Mandatory document(s) as mentioned in this Tender is/ are not attached.
- c. Documents are not stamped and not signed by the competent authority.
- d. Not fulfilling any other condition as mentioned in this tender.

**8.2.** If the bank comes to know of any wrong information furnished by the bidder or an adverse fact, purposely hidden, then the contract executed with the selected Bidder will be terminated along with invocation of the PBG. In addition, the agency may be **blacklisted for a period of minimum 5 (Five) years and a fraudcase may be filed against the Directors/ Owners of the bidder.**

### 8.3. Commercial BID:

The commercial bid will be opened and evaluated only the technically qualified bidders. The commercial bid will be evaluated on L-1 price of net total basis and Bank reserve the right to negotiate with L-1 price to finalize the negotiated L-1 price. **Bank does not bind itself to accept the lowest or any tender at all. Bank also reserves the right to negotiate with L-1 bidder without assigning any reasons thereof.**

### 8.4. Contacting OGB

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact Odisha Grameen Bank for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact Odisha Grameen Bank with a view to canvas for a bid or put any pressure on any official of the Odisha Grameen Bank may entail disqualification of the concerned Bidder and/or its Bid.

## Section -9- Terms and Conditions for selected bidders

### 9.1. Notification of Award / Work Order:

After selection of the L1 bidder, and after obtaining internal approvals and prior to expiration of the period of Bid validity, Odisha Grameen Bank will send Notification of Award / work Order to the selected Bidders.

Once the selected Bidders accept the work order the selected Bidder shall furnish the Performance Bank Guarantee to Odisha Grameen Bank.

### 9.2. Acceptance Procedure

- Within **5(Five) days** of receipt of Notification of Award/work Order the successful Bidder shall send the acceptance.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.
- Upon the successful Bidder accepting the Work Order and **signing the contract agreement (on stamp paper Rs.100/-) and NDA (Non-disclosure Agreement) (on stamp paper Rs.100/-)**, Odisha Grameen Bank will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

### 9.3. Performance Bank Guarantee

The Bidder on selection for execution of work as stated above, will be intimated through an offer letter for submission of Performance Bank Guarantee (PBG) on Rs 100/- Stamp Paper, **equivalent to 10% "Procurement Cost for 3Year of OEM Warranty period"**. The procurement cost will be decided as per the Rates quoted by L1 Bidder.

✓ There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.

### 9.4. Taxes and Duties

All taxes, if any, shall be deducted at source as per then prevailing rates at the time of release of payments.

The bidder should meet the requirements of Goods & Services Tax (GST) of India.

### **9.5. Confidentiality**

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the **Annexure -O- Non-disclosure agreement thereof.**

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, the defaulting party shall use all reasonable endeavors to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

The Parties obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.

No media release/public announcement or any other reference to the tender or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

The terms of this clause shall continue in full force and effect for a period of three (3) years from the date of disclosure of such Confidential Information.

In the event of termination of this Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party's Confidential Information, or at the disclosing Party's option destroy any remaining Confidential Information and certify that such destruction has taken place.

### **9.6. Amendments to the Agreement**

Once contract agreement is executed with the Bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

**9.7.** Unless it is specifically mentioned in work order, in case of any dispute, the requirements stated in the tender will be taken as the final requirement.

### **9.8. Indemnity**

The bidder shall indemnify, protect and save Odisha Grameen Bank and hold Odisha Grameen Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or work order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify Odisha Grameen Bank, provided Odisha Grameen Bank promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.

### **9.9.Bidder's Liability**

The selected Bidder will be liable for all the deliverables.

The Bidder's aggregate liability in connection with obligations undertaken under the work order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/work order.

The Bidder's liability in case of claims against Odisha Gramen Bank resulting from willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

### **9.10.Obligations of the Bidder**

Standard of Performance: The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods.

The Bidder shall always act in respect of any matter relating to this tender or to the services as faithful advisor to Odisha Grameen Bank and shall at all times support and safeguard Odisha Grameen Bank's legitimate interests in any dealings with third parties.

Prohibition of Conflicting Activities: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract.

### **9.11.Exit option**

a) Odisha Grameen Bank reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause.

b) Odisha Grammen Bank reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of service providers as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.

c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to Odisha Grameen Bank at the site.

d) The Bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to Odisha Grameen Bank or its selected vendors as would be required.

### **9.12. Order Cancellation**

Odisha Grameen Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to Odisha Grameen Bank alone;

- i. Delay in delivery is beyond the specified period as set out in the Work Order before acceptance of the product; or,

- ii. Serious discrepancy in the quality of product or service expected.
- iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.

### **9.13.Termination of Contract**

The Bank, by written notice sent to the Company, may terminate the Contract, in whole or in part, at any time for its convenience by giving a cure period of 30 days. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Company under the contract is terminated, and the date upon which such termination becomes effective.

#### **9.13.1. Termination for Default:**

The Bank, without prejudice to any other remedy for breach of Contract, by giving 30 days' written notice of default sent to the vendor, may terminate this Contract in whole or in part: if the vendor fails to deliver the goods/ services within the period(s) specified in the Purchase Order

or

if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, goods and related services, similar to those undelivered, and the vendor shall be liable to the Bank for any excess costs for such similar products and related services subject to the maximum cap of 10% of the undelivered portion. However, the vendor shall continue performance of the Contract to the extent not terminated.

#### **9.13.2. Termination for Insolvency:**

For Insolvency: Odisha Gramen Bank at any time may terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Odisha Gramen Bank.

For Non-Performance: Odisha Gramen Bank reserves its right to terminate the contract in the event of Bidder's repeated failures to maintain the service level prescribed by OGB during contract period.

#### **9.13.3. Termination for violation of Integrity Pact:**

The vendor agrees that if they make incorrect statement on the Integrity Pact, and found later, i.e., after awarding of the contract, the contract is liable to be terminated for such reason.

#### **9.13.4. Termination for other actions:**

The bank has the right to terminate the agreement with immediate effect if the Vendor is blacklisted or in case any fraud, forgery, theft, robbery or any wrongful action/ inaction or breach of this agreement caused by Vendor or its employees.

**Notice: In any event of termination, Odisha Gramen Bank will issue notice to Vendor for a period of 30 days over e-mail / registered mail.**

#### **9.14. Notices:**

Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers, and other communications required or permitted under this Agreement shall be in writing and shall be sent by e-mail, facsimile or delivered by hand or post.

#### **9.15. Entire Agreement**

This Agreement and the Schedules to this Agreement represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the Parties relative to such subject matter.

#### **9.16. Merger and Amalgamation**

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the tender/contract, except with the Bank's written consent
- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this tender/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this tender.

#### **9.17. Force Majeure**

Any failure or delay by bidder or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party, is not a default or a ground for termination. If Force Majeure situation arises the Vendor shall promptly notify Bank in writing of such conditions and the cause thereof.

Unless otherwise agreed by bank in writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **9.18. Corrupt and Fraudulent Practices**

- As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time, it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.



- The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract, except as the parties may agree on the case to case basis.
- The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for the scope of work covered in this tender.

#### **9.19.Resolution of Disputes**

- Odisha Grameen Bank and bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute or differences arising between them under or in connection with the tender/Contract. If, however, the parties are not able to resolve them,
- Such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the tender/Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by OGB and the Bidder. The third Arbitrator shall be chosen by mutual discussion between OGB and the Bidder. Where the value of the tender/contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by mutual consent between OGB and Bidder.
- Arbitration proceedings shall be held at Bhubaneswar, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- Any appeal will be subject to the exclusive jurisdiction of courts at Bhubaneswar.

#### **9.20.Compliance with Applicable Laws of India**

The Bidder confirms to OGB that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Odisha Grameen Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this tender/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Odisha Grameen Bank and its officers/ staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this tender or for the conduct of their own business under any applicable Law, Government

Regulation/Guidelines and shall keep the same valid and in force during the term of this tender, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Odisha Grameen Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and OGB will give notice of any such claim or demand of liability within reasonable time to the Bidder.

#### **9.21. Intellectual Property Rights:**

All rights, title and interest of Odisha Grameen Bank in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of Odisha Grameen Bank and Bidder shall not be entitled to use the same without the express prior written consent of Odisha Grameen Bank. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Work Order.

#### **9.22. Applicable Law and Jurisdiction**

The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of this Agreement shall be the Courts of Bhubaneswar in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

#### **9.23. No Damage of Odisha Grameen Bank Property**

Bidder shall ensure that there is no loss or damage to the property of Odisha Grameen Bank while executing the tender/Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by Odisha Grameen Bank shall be recovered from Bidder.

#### **9.24. Limitation of Liability:**

The liability of bidder under the scope of this tender is limited to the value of the relevant order.

#### **9.25. Governing Language**

All correspondences and other documents pertaining to this Agreement shall be in English only.

#### **9.26. Addresses for Notices**

Following shall be address of Odisha Grameen Bank and Bidder

Odisha Grameen Bank address for notice purpose:

The General Manager,

General Administration Department,

Head Office, Odisha Grameen Bank,

Gandamunda, Khandagiri, Bhubaneswar-751030

## Section-10-Documents to be submitted by bidders

Bidder,s Letter of EMD-Annexure-A

**To**

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

**SUBJECT: "TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 125KVA SILENT DIESEL GENERATOR"**

We have enclosed an EMD in the form of DD/Bank Guarantee No. \_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

Thanking you,

Yours faithfully,

(Signature of the 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.

### Format of Bank Guarantee for EMD-Anexurre-A.1

---

[Bank's Name, and Address of Issuing

Branch or Office] Odisha Grameen

Bank: \_\_\_\_\_ Date: \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated  
(hereinafter called "the Bid") for the execution of \_\_\_\_\_ under  
Tender Reference No. \_\_\_\_\_

Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee.

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs.\_\_\_\_/-(Rupees only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid;  
or
- (b) having been notified of the acceptance of its Bid by Odisha Grameen Bank during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

- (a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid. Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

---

**[Signature]**

Date (date should be one year from the date of expiry of this Bank Guarantee).

All claims under this Bank Guarantee will be payable at \_\_\_\_\_

-(Bank & Its Address).

**(Signature of the Authorized representatives of the Bank)**

**Annexure B - Bid Offer Form (without Price)****Date:**

(Bidder's Letter Head)

OFFER LETTER

To

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

Dear Sir,

**SUBJECT: "TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 125KVA SILENT DIESEL GENERATOR"**

We have examined the above referred tender document. As per the terms and conditions specified in the tender 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 tender document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

- 1. Prices have been quoted in INR and are inclusive of applicable Taxes.**
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this tender.
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 tender are for Odisha Grameen Bank.

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 tender and agree to abide by the same. We also note that Odisha Grameen Bank 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 Odisha Grameen Bank will be final and binding on us.

We agree to abide by this offer till 180 days from the last date stipulated by Odisha Grameen Bank for submission of bid, and our offer shall remain binding upon us and may be accepted by Odisha Grameen Bank 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, Odisha Grameen Bank 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 Odisha Grameen Bank 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/BG bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favor of "Odisha Grameen Bank" or Demand Draft/BG valid for \_\_\_\_days for an amount of Rs.\_\_\_\_\_ (Rs. \_\_\_\_\_ only) payable at Bhubaneswar.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

### Annexure C - Bidder Information

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/Details of Incorporation of the Company. (NB: Date of Commencement of Business – In case of Company)	<div style="border: 1px solid black; padding: 2px;">Date:</div> <div style="border: 1px solid black; padding: 2px;">Ref#</div>				
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 )	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.	(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.1laks				
Financial Details (as per audited Balance Sheets) (in Rs)						
	Year	2021-2022	2022--23	2023-2024		
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.

(Signature of the 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 Grameen Bank, Head Office,  
AT- Gandamunda, P.O. – Khandagiri,  
Bhubaneswar – 751030.

Sir,

I have carefully gone through the Terms & Conditions contained in the TENDER document for selection of vendor for **“TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 125KVA SILENT DIESEL GENERATOR”** of Odisha Grameen Bank.

I hereby declare that my company has not been debarred/black listed by RBI/PSUs/PSBs/OGB/Private Banks/any Organization during last 5 years 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)

Name

Designation

Seal

Date:

Business Address:

## **Annexure E - Declaration for Acceptance of tender Terms and Conditions**

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the tender document for selection of vendor for **“TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 125KVA SILENT DIESEL GENERATOR”** of Odisha Grameen Bank.

I declare that all the provisions of this 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)

Name

Designation

Seal

Date:

Business Address:

## **Annexure F - Declaration for Acceptance of Scope of Work**

To

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

Sir,

I have carefully gone through the Scope of Work contained in the tender document for selection of vendor for **“TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 125KVA SILENT DIESEL GENERATOR”** of Odisha Grameen Bank.

I declare that all the provisions of this 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)

Name

Designation

Seal

Date:

Business Address:

## **Annexure G- Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company/Firm and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **"TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 125KVA SILENT DIESEL GENERATOR TO BANK"**.

In response to the tender by Odisha Grameen Bank, including signing and submission of all the documents and providing information/responses to Odisha Grameen Bank in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202-.

For \_\_\_\_\_.

**Accepted**

**(Signature)**

(Name Designation)

Date:

Business Address:

### Annexure H- Track Record for Past Experience

Name of the Bidder\_\_\_\_\_

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

(Enclose necessary documentary proof)

Date:

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal

Date:

Business Address:

### Annexure I– Escalation Matrix

**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)

Name

Designation

Seal

Date:

Business Address:

(On Stamp Paper of Rs. 100.00)

### **Annexure-J-Integrity Pact**

#### **Preamble**

This Agreement (hereinafter called the Integrity Pact) is made on this the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_, between, on one hand, **Odisha Grameen Bank** acting through Shri \_\_\_\_\_, \_\_\_\_\_, (designation of the officer) of Odisha Grameen 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 Grameen 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 Designation Odisha Grameen Bank	Name of the Officer Designation Bidder's Company Name
Witness  1. _  2. _	Witness  1. _  2. _

## **OEM/Manufacturer,s Authorisation Letter-Annexure-K**

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date:

To: WHEREAS We \_\_\_\_\_, are official manufacturers/OEM vendors of \_\_\_\_\_. We \_\_\_\_\_ do hereby authorize M/S \_\_\_\_\_ to submit a bid the purpose of which is to provide the following Goods, manufactured by us \_\_\_\_\_, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Seal:

Email ID:

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

### Technical specification-Annexure-L

CATEGORY	SPECIFICATION	BID REQUIREMENT	COMPLIANCE (YES/NO)
POWER GENERATOR INSTALLATION CONFIGURATIONS	Power generator installation configurations as defined in technical specification for electrical work	Fixed (Power Generators are permanently installed)"	
OUTPUT CAPACITY RATING	Power Rating(kVA)/ (Nominal Rated Capacity) (KVA)	125	
PHASE	PHASE	3	
FREQUENCY	Hz	50	
OUTPUT VOLTAGE	V	415V	
ENGINE		110 % of the required powered atSTP(Standard Temperature Pressure) i.e. equal to (Nominal Rated Capacity (KVA)of power generator Any Auxilary power Consumption by the Power generator) xPower factor(0.8) / Alternator efficiency or higher	
	Rated Engine Power (kWe)		
	Type of Engine cooling	Liquid Cooled	
	Type of governor	ISO 8528-part-V(5) G2 or higher	
	Number of cylinders (nos)	6	
	Rated RPM of Engine (RPM)	1500	
	Fuel	High Speed Diesel (HSD)(HSD IS 1460:2005 or latest )	
	Fuel tank Capacity	230liter or higher	
	Fuel Tank Fabricated Material	MS sheet	
	Fuel Tank Features	Fuel Tank capacity is sufficient for 8 hrs of running at full load	
	Number of Fuel Tank	1	
	Power output(HP)	156-158	
	Fuel consumption @75% load with radiator and fan* (litre/hr)	21.4-26.8litre/hr	
	Fuel consumption @100% load with radiator and fan* (litre/hr)	24-30.25litre/hr	
	Overload capacity	Engine is capable of delivering an output of 10% in excess of rated capacity(KVA) for a period of one hour in any period of 12 hours continous running.	
	Lube oil Change period	500	
	Lube oil Sump Capacity(max)	14	
	Starting voltage (volt)	12,24 V	

CATEGORY	SPECIFICATION	BID REQUIREMENT	COMPLIANCE (YES/NO)
	Aspiration-Salient Features of Engine	Turbo Charged Engine, Naturally aspirated engine, Direct injection Fuel System, CRDi Fuel System, cold start upto (-20 deg c ), No derating applicable upto 4500 above MSL of altitude at 25 degree celcius, Indirect injection (IDI) Fuel System, Ambient working temperature upto 55 degree celcius.	
ALTERNATOR	Efficiency at rated Power factor at 75% of full Load	minimum 90 percent Or higher	
	Conformity to Indian Standard (for Alternator)	Generally conforming to IS:13364 (Part-2) latest (Above 20 KVA)	
	Voltage Regulation Grade	VG 3 Or higher	
	Alternator IP Rating	IP 23 Or higher	
	Insulation class	class H	
	Rated PF	0.8 Lag	
	Rated voltage	415V	
	Rated frequency	50Hz	
CONTROL PANEL	Voltage regulation	+1%+-5%	
	Control Panel	Type-AMF Control Panel-LATEST	
	Location	Inside the canopy.(Bidder shall provide the canopy)	
	IP Rating of Control Panel	IP 53, IP 54, IP 55 Or higher	
	Other devices in the control panel (with appropriate rating) - inclusive in the scope of supply	Required switches and cutout, MCB, MCCB, Contactor, Circuit breaker, Battery charger	
	Display meters in the control panel:	Control Panel , shall be equipped with Multi function digital display meter.(displaying voltage, current, Frequency, Power factor)	
	Displayed parameters/Features	Engine Speed, Lube oil pressure, Coolant/cylinder head Temperature, Engine running hours, Engine battery voltage, Engine Running status, Generator Voltage (Ph-Ph), Generator Voltage (Ph-N), Generator Current (R, Y,B), Generator apparent Power (kVA), Generator active Power (kW), Powerfactor, Frequency, Fuel level, Eventlog, Control supply Voltage	
	Indicators	Low Lube oil pressure, High water /coolant / cylinder head temperature, Low fuel level, Over speed.	
	Audio Alarm	Low Lube oil pressure, High water /coolant / cylinder head temperature, Low fuel level, Over speed.	
ACOUSTIC ENCLOSURE	Acoustic Enclosure	Inclusive in the scope of supply	
	Thickness of insulation	40.0 - 120.0 Or higher (millimeter)	
	Noise level at 1 meter (dB)	75	
	Density of insulation (kg/cubic m)	Minimum 32 kg/cubic mtr	

CATEGORY	SPECIFICATION	BID REQUIREMENT	COMPLIANCE (YES/NO)
BATTERY	Battery Type & Specification	Low Maintenance free to IS: 14257 for high cranking performance.	
	Battery capacity (Ah)	90	
	No of batteries	2	
	Salient Features of Power Generator	Glass window on Accoustic Enclosure in front of the Control Panel, Emergency Stop outside the Accoustic Enclosure	
	Pay load of the Trailer	0, 500, 1000, 2000 Or higher (kilogram)	
WARRANTY	Warranty on Complete power genertor/DG Set	<b>36 Or higher (month)</b>	
	Warranty in running hours	5000.0-5000.0 or higher	
	Number of preventive maintenance visits offered in an year during warranty period	4	
	Rectify Time to resolve the complaint during Warranty	1 days	
TEST REPORTS	Type of lab which carried out Test of Complete product to prove the conformity of product as per specification:	Certificates required as per CPCB , Govt. Lab./NABL Accredited lab.	
	Test Report and conformance Standards	Type Approval Certificate for the specified rating of the Power Generator as per CPCB, Govt. Lab/NABL Accredited lab, COP Certificate for engine, Type test report and Endurance test report for Engine as per IS: 10001 latest / IS: 10002 latest, Type test report for Alternator as per IS:13364 (Part-1) latest / IS:13364 (Part-2) latest to prove conformity to the specifications. IS/IEC 60034-1, IS 8528, ISO 9001, ISO 1460, ISO 3046, IS 13018	
GENERAL TECHNICAL REQUIREMENTS (GTR)	-	Power Generator shall be complete with Diesel Engine, Alternator and AMF Control Panel along with Acoustic Enclosure. Diesel engine and alternator shall be closely coupled or provided with flexible coupling and mounted on a base plate / M.S. frame of robust in construction.	
	-	Anti-Vibration mountings shall be provided for complete Power Generator in case of flexible coupling. In case of direct coupling Anti-Vibration mountings shall be provided for the Engine as well as the alternator.	
	-	Power Generator should have protection against under voltage, over voltage, under frequency, over frequency, low battery voltage, over current, earth-fault, short circuit, phase sequence change etc.	

CATEGORY	SPECIFICATION	BID REQUIREMENT	COMPLIANCE (YES/NO)
	-	Automatic Mains Failure (AMF) control panel, shall be able to start up the Power Generator and transfer the load on to the Power Generator on mains failure without requiring any human intervention. Similarly on restoration of mains supply, it shall be able to transfer the load to mains supply and switch off the Power Generator automatically.	
	-	Control Panel , shall be equipped with suitable Voltmeter, Ammeter, Frequency meter, power factor meter (these items can be alternatively supplied in one multifunctional digital display meter), battery charger, indicators, various switches and cutout / MCB / MCCB / Contactor / Circuit breaker for the DG output of appropriate rating and accuracy class as per trade practice for better utility.	
	-	Acoustic Enclosure shall be made of Pre-treated and Powder coated CRCA Sheet. The sheet shall be Pre-treated and Powder coated with weather-proof paint. The Acoustic Enclosure shall be vermin proof. The enclosure shall accommodate the fuel tank of the Power Generator to make the system compact.	
	-	Power Generators shall meet the requirements of Environmental (Protection) Rules 1986 as laid down by Ministry of Environment & Forests read with GSR 371 (E) dated 17.5.2002, GSR 520(E) dated 1.7.2003 , No.448 (E) dated 12.07.2004 , GSR 771(E) dated 11.12.2013 GSR 232(E) dated 31.03.2014, Gazette Notification No.167 dated. 31.03.2014 and Gazette Notification No. 578 dated. 11.11.2014 in respect of noise and emission norms. The latest amendments to above GSRs shall be applicable as amended by Ministry of Environment and Forest.	
	-	Standard set of tools consisting of a set of 3 spanners, one screw driver, one standard plier and one nose plier of appropriate size shall be provided along with Power Generator.	
	-	Supply of Fuel tank of suitable capacity, sufficient for minimum 8 hours running the Power Generator, is inclusive in the scope of supply. Fuel Tank shall be complete with fuel piping (between fuel tank and diesel engine), valves, level indications and all standard accessories. MS pipes, heavy class of suitable dia conforming to IS 1239 (Part-1) - latest shall be used for fuel piping.	

CATEGORY	SPECIFICATION	BID REQUIREMENT	COMPLIANCE (YES/NO)
Scope of Installation	-	Installation: With Installation inclusive in the scope of supply	
	-	Installation of Power Generators shall be done by the seller. The installation work of Power Generator and its constituent parts shall be generally conforming to CPWD General Specification for Electrical Works, Part - VII - latest. b) Foundation shall be constructed by the seller. Foundation shall be of PCC type with the ratio of 4:2:1. The length and breadth of the foundation shall be 300mm more from the respective length and breadth of the Power Generator. The height of the foundation shall be 400 mm, i.e., 200 mm below and 200 mm above the ground level. All the materials / labour required for foundation work shall be supplied by the seller.	
	-	Supply, laying and termination of inter connecting power and control cable shall be done by the seller. The cable supplied shall be ISI marked heavy duty PVC insulated, armoured cable, with PVC outer Sheath , with aluminium conductor having insulation of PVC compound type -C, suitable for rated voltage upto and including 1100 volts and conforming to IS: 1554 (Part-1) latest.	
	-	Construction of suitable earthing station and necessary connections shall be done by the seller. All the materials / labour required for construction of earthing station shall be supplied by the seller. The total number of earthing pits/stations shall be 4, i.e., 2 for neutral and 2 for body- earthing. Neutral earthing shall be done with copper Plate and Body earthing shall be done with G.I. plate / Copper. The consignee should choose installation site in such a way that the earthing stations can be made within 10 metres of the Power Generator. Earthing station shall be typically constructed as per prevalent standard practices and shall be generally confirming to CPWD General specification for Electrical Works. Installation of fuel tank including foundation/stand shall be done by the seller.	

(Signature of the Bidder)

Name

Designation

Seal

Date:

Business Address:

**Section-11-Annexure-M-Price Bid(Separate Envelope)**

Item Description	Make / Model	Unit Cost	Qnty.	Total	Taxes applicable	Total
Supply, installation, testing and commissioning of 125 kVA DG set with AMF panel and all necessary equipment, acoustic enclosure, civil foundations and 4nos of earthing, wiring cable (ISI mark) and all other accessories as per requirement of scope of work. Providing connection to DG set complete in all respect as per requirement at site. Requirement of any other accessories which are not mentioned in the above towards completion of work.			1			

- L-1 shall be evaluated on the Total basis including GST all applicable taxes, fees, duties, levies, transportation charges, insurance charges, installation charges, material charges, labour charges and all other charges required for the successful completion of work.
- 100%work order shall be placed to L-1 bidder. If L-1 bidder is not accept the work order, the preference will be given to L-2, L-3 and so on with L-1 Price. If all the bidders are not accept the L-1.The tender will be canceled and re-tender will be published and bank shall **blacklist the L-1 bidder for 3years** from the date of the letter.
- Price Bid shall not contain any condition whatsoever and any conditional bids shall be rejected.

Technical Committee has proposed to publish the tender with above Scope of work, eligibility criteria, Technical Specification and format of price bid as in draft tender document towards supply, Installation, Testing and commissioning of 125KVA silent Diesel Generator.

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal

Date:

Business Address:



## Section-12-Documents to be submitted by selected bidders

### Annexure-N

#### **FORMAT OF BANK GUARANTEE (PERFORMANCE) TO BE SUBMITTED BY THE SELECTED BIDDER**

(On Rs 100 Stamp Paper)

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_ on  
this \_\_\_\_\_ day of \_\_\_\_\_ Two  
**Thousand Twenty Four.**  
(BANK GUARANTEE)

Date

Beneficiary: ODISHA GRAMEEN BANK

Odisha Grameen Bank, Head Office,

AT- Gandamunda, P.O. - Khandagiri

Bhubaneswar – 751030.

Performance Bank Guarantee No:

We have been informed that----- (hereinafter called "the vendor") has received the work order no. "-----" dated ----- issued by Odisha Grameen Bank (OGB), for ----- (hereinafter called "the work Order").

Furthermore, we understand that, according to the conditions of the Work order, a Performance Bank Guarantee is required to be submitted by the vendor to OGB.

At the request of the Vendor, We ----- (name of the Bank , the details of its incorporation) having its registered office at ----- and, for the purposes of this Guarantee and place where claims are payable, acting through its ---- branch presently situated at ----- (hereinafter referred to as "Bank" which term shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of Rs.----- (in figures) (Rupees----- (in words)----- only) upon receipt by us of your first demand in writing declaring the vendor to be in default under the Work order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with -  
(Bank Name & Issuing branch address) -----  
-----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ----- (Amount in figures and words).

This bank guarantee is valid upto -----.

The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of OGB within twelve months from the date of the expiry of the validity period of this Bank Guarantee.

Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)-----  
----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (date should be one year from the date of expiry of guarantee) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder.

This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Bhubaneswar shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to -----  
----- (Bank & Its Address), upon

(a) its discharge by payment of claims aggregating to Rs. ----- (Amount in figures & words);

(b) Fulfillment of the purpose for which this Bank Guarantee was issued;

(c) Or, Claim Expiry

**Note:-** I) BG shall be as per the prescribed formats

II) The BG contains the name, designation and code number of the Bank officer(s) signing the guarantee(s).

## ANNEXURE-O

### Non-Disclosure Agreement (On Stamp Paper of Rs. 100.00)

This Agreement is made and entered on this ----- day of -----, 20..... ("Effective Date") between

**Odisha Grameen Bank**, a body corporate constituted under Regional Rural Bank Act-1976, having its Administrative Office at **Gandamunda, Khandagiri, Bhubaneswar – 751030**, hereinafter called the (Hereinafter referred to as "**OGB**", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) ;

### AND

\_\_\_\_\_, a company registered in \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (Hereinafter referred to as "-----", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term "Disclosing Party" refers to the party disclosing the confidential information to the other party of this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

OGB and ----- shall hereinafter be jointly referred to as the "Parties" and individually as a "Party".

### NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

#### Article 1: Purpose

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between OGB and ----- to perform the considerations (hereinafter called "Purpose") set forth in below:

#### (STATE THE PURPOSE)

#### Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii)

was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

### **Article 3: NO LICENSES**

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

### **Article 4: DISCLOSURE**

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.
2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

### **Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

The parties agree that upon termination of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors,

officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

#### **Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

#### **Article 7: INJUNCTIVE RELIEF**

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

#### **Article 8: NON-WAIVER**

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

#### **Article 9: DISPUTE RESOLUTION**

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Bhubaneswar, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

#### **Article 10: GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Bhubaneswar in India.

#### **Article 11: NON-ASSIGNMENT**

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

#### **Article 12: TERM**

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of three (3) years after the termination of this Agreement.

#### **Article 13: INTELLECTUAL PROPERTY RIGHTS**

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or otherwise discuss or make reference to such other Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

#### **Article 14: GENERAL**

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

<b>ODISHA GRAMEEN BANK</b>	<b>TYPE COMPANY NAME</b>
By:	By:
Name:	Name:
Designation:	Designation:

Witness 1:

Witness 2: