



**Indian Overseas Bank**  
**Regional Office, Tirunelveli**

**E- AUCTION TENDER DOCUMENT**

**SALE OF BANK OWNED PROPERTY AT TIRUNELVELI**

**AUCTION TENDER NO. Ref\_3/Admin/Sale/Tirunelveli/2018**

Indian Overseas Bank,  
Regional Office- Tirunelveli,  
No. 131, East Car Street Tirunelveli Town,  
Tirunelveli-627006,  
Tamil Nadu,  
Website : [www.iob.in](http://www.iob.in)

## 1. Disclaimer:

This document shall be referred to as the “Tender Document” for sale of Bank owned property at below said address and owned by the Indian Overseas Bank (“Bank”) and along with the other information provided would comprise the only information package, which is being made available to the bidders in accordance with the details contained herein.

- 1) Tirunelveli, Door no. 2A, St. Thomas Road, adjoining Eastern side DRO Bungalow, Maharaja Nagar, Old Sr. No. 73 B, RE.S No.217, V.M.Chatram Village, Tirunelveli City Municipal Corporation Ward no.18, Pallayamkottai Taulk Tirunelveli District admeasuring an area of 5059 Sq. m

Boundaries:

North: ST Thomas Road

South: Medical College Staff Quarters

East : Medical College Vacant Land

West : D.R.O Bangalow

The purpose of this document is to provide prospective bidders with basic and preliminary information to assist in the formulation of their bid and is issued upon the express understanding that the bidders will use it only for the purpose set out herein.

This document has been prepared on the basis of information available with the Bank. Further, it should not be assumed that there shall be no change or deviation in the information provided. This document does not purport to contain all the information and data each bidder may desire or require in reaching decisions concerning their bids. Each bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document. Bidders should form their own views and sources as to whether information provided herein or separately is relevant to any decisions that they make and should make their own independent investigations in relation to any additional information that they may require.

The information contained in this document or any other information which may be provided to bidders is subject to change without prior notice. The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged transaction process mentioned.

While this document has been prepared in good faith, neither the Bank nor its employees, officers, directors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of

information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even in case any loss or damage is caused by any act or omission on the part of the Bank or its employees, whether negligent or otherwise.

This document has not been filed, registered or approved by any regulatory or judicial authority. Recipients of this document should inform themselves of and observe any applicable legal requirements and the Bank and its representatives will not be responsible for compliance with the same.

The Bank reserve the right to change/modify/alter the terms and conditions of this document at any stage of the bid process with or without assigning any reason whatsoever.

The Bank reserves the right to accept or reject any or all Bids without giving any reasons. The Bank will not entertain any claim for expenses in relation or pertaining to the preparation and submission of Bids and as such no financial obligation/liability would accrue to the Bank on such eventualities.

## **2. Definitions**

In this document, unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them herein:

- 2.1 Bidder** means an individual, HUF, firm, Government departments, institutions, Banks, Corporations in the public and private sectors, who participate in this tender and submit their bid;
- 2.2 Bid** means the electronic bid submitted by a bidder in accordance with the terms and conditions of this Tender Document;
- 2.3 Bank** means Indian Overseas Bank ,a body corporate constituted under the Banking companies (Acquisition and Transfer of Undertakings) Act 1970 and having its registered office at#763, Anna Salai, Chennai-600 002.
- 2.4 E- Auction Bid Form** means the form prescribed at Appendix to the Tender Document and which is required to be submitted along with the form prescribed at Annexure A to the Tender Document;
- 2.5 KYC Documents** means the documents as specified in Section 10.4.2 and in the Schedule to the E- Auction Bid form which are required to be submitted by the Bidder along with the Tender Form;
- 2.6 Successful Bidder** means the bidder who is declared as the successful bidder in accordance with Section 13 of this Tender Document;

**2.7 Qualified Bidder** means a bidder who (i) is eligible to participate in the e-auction process; (ii) satisfies all criteria as set out in this Tender Document and who has submitted a duly filled and complete Tender Form along with all necessary annexures; and (iii) has duly deposited the EMD amount within the time specified in Section 4 of this Tender Document;

**2.8 Tender Document** means this document for sale of the Bank owned property at **Tirunelveli** location, as may be amended and modified together with all annexures, appendices, schedules, addendums and amendments thereto;

**2.9 Tender Form** means the form prescribed at Annexure A of this Tender Document;

**2.10 Unqualified Bidder** means a bidder who does not satisfy or has not met the criteria as provided in this Tender Document; and is thus not eligible to participate in the e-auction process.

### 3. Property for Sale:

**3.1** The Bank invites bids for the sale of its owned property with the following locations:

Sr. No.	Location & Address	Area (in Sq. M)
1	Tirunelveli Door no. 2A, St. Thomas Road, adjoining Eastern side DRO Bungalow, Maharaja Nagar, Old Sr. No. 73 B, RE.S No.217, V.M.Chatram Village, Tirunelveli City Municipal Corporation Ward no.18, Pallayamkottai Talk Tirunelveli District	5059

The aforesaid property is hereinafter referred to as “the Bank owned Property”.

**3.2** The property is sold on “As is where is, whatever there is and no complaint” basis.

**3.3** Encumbrances: There are no known encumbrances.

#### 4. Schedule of bidding process:

The schedule for the bidding process will be as follows:

Sr. No.	Activity	Date
1	Issue of Advertisement	Advertisement published on <b>27/10/2018</b> in “Indian Express”&“Dinamani” in English and Tamil languages. Also available at <a href="http://www.iob.in">www.iob.in</a> under tenders section.
2	Issue of Tender Document	On <b>27/10/2018</b> available for downloading at <a href="http://www.iob.in">www.iob.in</a> under tenders section.
3	Inspection of documents and Site Visit.	Site visit : <b>08/11/2018</b> & <b>09/11/2018</b> during 10.00 Hrs to 17.00 Hrs. Copies of all title documents with the Bank shall be available for inspection from <b>08/11/2018</b> to <b>13/11/2018</b> at Indian Overseas Bank, Regional Office-Tirunelveli No. 131, East Car Street Tirunelveli Town, Tirunelveli-627006, during the working hours of 10.00 Hrs to 17.00 Hrs. Contact Person given in section 7.6
4	Date for submission of Tender Forms and EMD	On or before <b>28/11/2018</b> @ 14.30 Hrs. Submission of physical tender form at Indian Overseas Bank, Regional Office-Tirunelveli, No. 131, East Car Street Tirunelveli Town, Tirunelveli-627006.
5	Communication to Qualified Bidders and Unqualified Bidders	By <b>01/12/2018</b> . E-mail will be sent to all Qualified Bidders confirming that they are eligible to participate in the e-auction and email will be sent to Unqualified Bidders stating that they are not eligible to participate in e-auction, by the Bank at their e-mail mentioned in the Tender Form.
6	Date & Time of e-auction	<b>04/12/2018</b> between 15.00 Hrs. to 16.00 Hrs. with unlimited extension of 3 minutes each.

7	Declaration of Successful Bidder	Will be communicated to the bidders by the Bank at their e-mail mentioned in the Tender Form.
8	Confirmation of the sale	Will be communicated to the bidders by the Bank at their e-mail mentioned in the Tender Form.

## 5. Terms and Conditions

### 5.1 No bidder shall be represented by any broker or agent

The Tender Document, Tender Form and any modification/amendment thereto can be downloaded from Bank's website [www.iob.in](http://www.iob.in) under tender section.

### 5.2 Reserve Price for the captioned Bank owned property: INR Rs.6,80,00,000/-. (Rupees Six Crores Eighty Lakhs Only).

### 5.3 Earnest Money Deposit ("EMD"): 10% of Reserve Price i.e INR. Rs.68,00,000/-. (Rupees Sixty Eight Lakhs Only).

### 5.4 Mode of deposit of EMD: The bidder should make deposit of EMD amount through NEFT/RTGS transfer in favour of "Indian Overseas Bank" A/c No. 901102000641125 with Indian Overseas Bank, IFSC Code: IOBA0009011. The UTR Number for the said transaction should be mentioned in the Tender Form.

### 5.5 In compliance with Section 194 IA of the Income tax Act, 1961 income tax @ 1% on the Sale Price shall be deducted and paid by the purchaser under the PAN Number of the Seller. Since the Tax has been calculated on the Sale Price, the bidder shall pay 1% income tax on the final bid amount under Bank's PAN number. Buyer is to submit the challan for the 1% tax paid immediately after the full sale consideration. Purchase should also submit to the bank the TDS certificate form 16B within 20 days of payment of the full sale consideration.

### 5.6 Bidders shall preserve remittance challan or other proof of payment and shall produce the same as and when demanded by the Bank.

### 5.7 Bidders ought to note the following:

a) The intending bidder must:

(i) have a valid e-mail ID

(ii) shall hold a valid digital signature certificate issued by competent authority

(iii) Submit the Tender Form together with the E-Auction Bid Form, KYC Documents and particulars of the mode of EMD payment as prescribed in the Tender Form;

(iv) Register with the online service provider by opening website: <https://iob.auctiontiger.net>. The user ID issued by the online service provider will be activated only for the Qualified Bidders upon the verification of the bid form and confirmation of remittance of EMD.

- b) The Qualified Bidders may avail online training on e-auction from M/s **e-Procurement Technologies Ltd.** Chennai at their own costs and expenses.
- c) For more details on valid digital signature and information for E-Tender process, please contact:

1. Mr. Bharathiraju, M/s.e-Procurement Technologies, Chennai.  
Contact: 8939000594.
2. Mr.Praveen Kumar. M/s.e-Procurement Technologies, Ahmedabad.  
Contact: 097227798828.

Helpline Email id: tamilnadu@auctiontiger.net.

It is advised that the bidders should not disclose their user ID and password and other material information relating to the bidding. Bidders should also change the password immediately on receipt from the service provider.

**5.8** The Bank reserves the right to reject any or all of the Bids and to annul the process at any stage or at any point of time without assigning any reasons thereof. The decision of the Bank would be final and binding on the bidders.

**5.9** In case of any doubt regarding the Tender Document, the decision of the Bank shall be final and binding on all the bidders.

**5.10 Bid Multiplier** shall be **INR 5,00,000/-**. The bidders shall increase their bids in multiples of the amount specified in the public sale notice.

**5.11** In case of sole bidder, he/she shall improve his/her bid at least by one bid incremental value or otherwise the sale will be deferred or cancelled.

**5.12**In the event of any of the instructions mentioned herein have not been adhered to, the bid is liable to be rejected by the Bank without providing any clarifications/justification.

**5.13**It would be deemed that by submitting the Tender Form, the bidder has:

- i. Made a complete and careful examination of the property and title documents
- ii. Received all relevant information required for submission of the bid either from the Bank or from his own due diligence.
- iii. Understood that he would have no recourse to the Bank post transfer of ownership rights of the concerned property upon execution of the sale deed.

## **6. Eligible bidders**

**6.1** The offer is open for individuals, firms, Government departments, institutions, Banks, Corporate in the public and private sectors, subject to applicable laws and regulations. **No bidder shall be represented through any broker or agent.**

**6.2** Bids cannot be submitted by a consortium of bidders.

## **7. Site Visits**

**7.1** Each Bidder may visit the captioned property and ascertain for themselves the location and surroundings in order to carry out their own due diligence on any matter including title to the property as may be relevant to them. Bidders shall inspect the property and satisfy themselves regarding the physical nature, condition, etc.

**7.2** The captioned property may be inspected as per date and time specified in **Section 4 above.**

**7.3** The Bidder shall thoroughly satisfy themselves of the nature, conditions and quality of the captioned property and its physical condition. The Bank gives no guarantee or warranty as to the physical condition of the captioned property/assets/material or/its quality of its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality/condition/fitness for use will be entertained by the Bank.

**7.4** Bidders are bound by the principle of caveat emptor (Buyer Beware).

**7.5**All travel/conveyance costs to and from the site shall be borne by the bidder and no request for reimbursement of the same shall be entertained by the Bank.



**7.6**For details regarding physical inspection of the captioned property, the interested bidders may contact:

**Shri. K.Devadoss Samraj,**  
Chief Manager,  
Indian Overseas Bank,  
Regional Office- Tirunelveli,  
No. 131, East Car Street Tirunelveli Town,  
Tirunelveli-627006,  
Tamil Nadu,  
Mobile No: 9442120101  
Phone No: 0462 - 2321996

## **8. Inspection of documents**

**8.1**The title documents relating to the captioned property would be available for inspection at the venue and time mentioned in Section 4 above.

**8.2** Bidders are advised to verify the SRO as well as the Revenue Records and shall satisfy themselves regarding the nature, description, condition, encumbrances, demarcation, lien, charge, statutory dues etc over the property before submitting their bids. No correspondence / query will be entertained by the Bank.

## **9. Reserve Price and Earnest Money Deposit**

**9.1** The bid shall be accompanied by the EMD as specified in Point no.5.5 above. Bid form without EMD will be summarily rejected.

**9.2** No interest will be payable on the EMD amount or any other amounts deposited by the bidder.

**9.3**EMD received from Unqualified Bidders would be returned within a period of 14 days from the date of submission of Tender Form.

**9.4**EMD received from unsuccessful bidders would be returned within a period of 14 days from the date of submission of the bid.

**9.5.**EMD of the unqualified / unsuccessful bidders will be returned through NEFT / RTGS transfer to the Bank account details provided by them in the tender form (net of Bank charges).The account details provided should be the same from which EMD is deposited to Bank.

**9.6**The EMD of the Successful Bidder shall be automatically adjusted towards sale consideration. In case the Bid is accepted and the purchaser refuses / fails to make further payment towards the balance sale consideration as per the schedule, the EMD and amount so

deposited until then shall be forfeited without prejudice to the rights of the Bank to claim such further damages in this regard.

## **10. Preparation and Submission of Tender Form**

### **10.1 Language**

The Tender Form and all related correspondence and Documents should be written in the English language.

### **10.2 Currency**

The currency for the purpose of the Bid shall be the Indian Rupee (INR).

### **10.3 Validity of Bid**

Bid shall remain valid for a period not less than 180 days from the Bid Submission Date. However, the Bank, at its discretion, may require the bidders to extend the validity for such period as may be determined by the Bank. The Bank reserves the right to reject any bid which does not meet this requirement.

### **10.4 Format and signing of Tender Form and Supporting Documents**

**10.4.1** The Tender Form, shall be typed or written in indelible ink and the Bidder shall initial and number each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Tender Form.

**10.4.2** The submitted Tender Form should necessarily comply with the specified format, with only necessary modifications as circumstances may require. The Tender Form once submitted will not be returned under any circumstances whatsoever. Self Certified True copies (as the case may be) or Originals (as specified herein) of the following documents shall be submitted as enclosures to the Tender Form:

<b>SR. NO.</b>	<b>PARTICULARS</b>
<b>A.</b>	<b>In case of INDIVIDUALS</b>
1	PAN Card
2	Passport / Driving License / Voter ID Card / AADHAR Card
3	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]

<b>B. In case of SOLE PROPRIETORSHIPS</b>	
1	PAN Card
2	Registration Certificate
3	CST / VAT / License or any other certificate issued by concerned competent authority
4	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>C. In case of PARTNERSHIP FIRMS</b>	
1	PAN Card
2	Registration Certificate
3	Registered Partnership Deed and any amendment/addendum thereto.
4	Particulars and documents as mentioned under Sr. No. A above, of partner to whom POA is given.
5	Duly notarized and stamped Power of Attorney (if applicable)[TO BE SUBMITTED IN ORIGINAL]
<b>D. In case of COMPANIES</b>	
1.	PAN Card
2.	Certificate of Incorporation
3.	Memorandum & Articles of Association
4.	Original duly notarized and stamped Power of Attorney authorizing a person to purchase property for Company along with certified copy of Board resolution appointing such person.
5.	Particulars and documents as mentioned under Sr. No. A above, of authorized person.
6.	For public limited company, Certified Copy of Certificate of Commencement.

<b>E. In case of LIMITED LIABILITY PARTNERSHIPS</b>	
1	PAN Card
2	Registered LLP agreement
3	Incorporation document and DPIN of the designated partners
4	Certificate of Registration issued by the ROC concerned
5	Original duly notarized and stamped Power of Attorney along with certified resolution Authorizing a person to sign the tender form and participate in e-auction on behalf of the LLP.
6	Particulars and documents as mentioned under Sr. No. A above, of concerned partner
<b>F. In case of TRUST / ASSOCIATION / SOCIETY</b>	
1	PAN Card
2	Registration Certificate
3	Resolution / Duly notarized and stamped Power of Attorney granted to Authorize a person to sign the tender form and participate in e-acution.
4	Declaration of Trust / Bye Laws of Society / Association allowing purchase of property
5	Particulars and documents as mentioned under Sr. No. A, of person authorized to purchase property
<b>G. In case of H.U.F.</b>	
1	PAN Card
2	Passport / Driving License / Voter ID Card / AADHAR Card of Karta
3	HUF Declaration for purchase of property
4	Particulars and documents as mentioned under Sr. No. A above, of Karta of HUF
5	Duly notarized and stamped of Attorney

The Bank may at its discretion call upon the Bidder to produce originals/certified copies of any of the aforesaid documents, by giving intimation by e-mail at their e-mail address mentioned in the Tender Form, at least 24 hours in advance.

**10.4.3** The Power of Attorney, if applicable is to be submitted in Original and shall be as per the format enclosed at **Annexure-B**. The Power of Attorney is to be accompanied by the constitutional documents/charter documents of the entity and relevant board resolution/ authorization (as the case may be). The Power of Attorney is not required to be submitted in case of Bids submitted by individuals in their own independent capacity or Bids submitted by a HUF through its Karta.

**10.5** Duly filled Tender Form along with all annexures including the integrity pact (in stamp paper); Format of integrity pact given in (Annexure C) must be submitted in a sealed Envelope super scribed with the words “E Auction Tender Form for **Tender No. Ref\_3/Admin/Sale/Tirunelveli/2018** at the Bank’s office situated at **The Chief Regional Manager**, Indian Overseas Bank, Regional Office-Tirunelveli, No. 131, East Car Street Tirunelveli Town, Tirunelveli-627006, at the Time and on or before the date specified in Section 4 above.

**Bid forms without all the Annexures including the integrity pact (executed in Rs.50/- stamp paper) will be rejected.**

**10.6** Bidders sending the Tender Form by Post/Courier will do so solely at their own risk and the Bank will not be responsible for any loss in transit or delay in post/courier.

## **11. Intimation to Qualified Bidders and Unqualified Bidders**

**11.1** The Bank shall send e-mail to all Qualified Bidders confirming that they are eligible to participate in the e-auction and shall also send email to Unqualified Bidders stating that they are not eligible to participate in e-auction. Such email shall be sent by the Bank by its Authorized Official at their e-mail mentioned in the Tender Form submitted by the bidder in the specified format.

**11.2** The Bank’s decision as to eligibility of bidders shall be final and binding.

## **12. Duration of Auction Sale**

**12.1** Online auction sale will start automatically on and at the time given in the public sale notice / tender document.

**12.2.** No Bidder shall bid below the Reserve Price.

**12.3**E-auction sale / bidding time will initially be for a period of one hour. If any market leading bid (bid higher than the highest at the point in time) is received within the last three minutes of closing time, the bidding time will be extended automatically by three minutes and if no bid higher than last quoted highest bids received within the said extended three minutes, the auction sale will automatically get closed at the expiry of such extended three minutes. There will thus be unlimited extensions of bidding time, each of three minutes duration, till auction is concluded by receiving the highest bid from a bidder without further improvement in the bid amount in the designated time.

**12.4**No complaint on paucity of time or time factors or non-functioning of online portal will be entertained.

### **13. Declaration of Successful Bidder**

**13.1**Highest bid will be provisionally accepted on “subject –to – approval” basis and the highest bidder shall not have any right /title over the property until the sale is confirmed.

**13.2**The bidder in whose favour the bid may be awarded shall be referred to as “the Successful Bidder.”Highest bidder will be declared the successful bidder and intimation to this effect will be given through e-mail by bank.

**13.3**Only Successful Bidder will be intimated of being declared successful in the e-auction. Intimation shall be by e-mail sent by the authorized official. Date and time of sending email will be considered date and time of intimation.

**13.4** If no intimation reaches, bidders are expected to take efforts to find out status from the Bank and once email is sent by the Bank to the email ID provided by the bidder, the Bank shall not be responsible for non-receipt of information.

**13.5 The conveyance of the Captioned property will be in the name of the Bidder as given in the Tender Form. Under no circumstances will conveyance be made to a third party.**

### **14. Payment Schedule.**

**14.1** 25% of the sale consideration (less EMD already paid) shall be deposited by way of NEFT/RTGS/demand draft/pay order with the Bank within 5 (five) days of e-mail declaring the bidder as successful bidder by Indian Overseas Bank.

**14.2** Any default in payment of 25% sale consideration within specified time shall lead to forfeiture of EMD amount and entitle the Bank to

cancel the sale. Once 25% of sale consideration (less amount already paid) is paid, the bidder cannot reduce or withdraw the bid for whatever reason.

**14.3** Sale is subject to confirmation by the Indian Overseas Bank.

**14.4** Out of the remaining balance 75% of the sale consideration 1% on the Sale Price shall be deducted and paid as per para No.5.5 and 74% shall be deposited by way of NEFT/RTGS/demand draft/pay order with the Bank within 30 calendar days from the date of e-mail confirming the sale in favour of Successful Bidder by Indian Overseas Bank or such extended period, as may be permitted by the Bank at their sole discretion. Any default in payment of balance 75% of sale consideration within specified time shall lead to forfeiture of sale consideration of 25% already paid and entitle the Bank to cancel the sale.

**14.5** All the outgoing like the captioned property tax, electricity/water charges/maintenance charges etc and other expenses will be borne by bidder from the date of execution of the sale deed of the captioned property. Any dues pertaining to the captioned property prior to the said date of execution of sale deed will be borne by Indian Overseas Bank.

**14.6** The transfer fees including share transfer fee, if any, /registration fee or transfer premium and any other charges or contributions and all other expenses whatsoever it may be and whatever name it is called and which is demanded by and/or payable to society or to any entity/authorities, person etc. Whosoever for transfer of the above mentioned property would be borne and paid by successful bidder.

**14.7** The payment of stamp duty, registration charges, incidental costs, taxes/duties/levies/cess, etc. and transfer fee/expenses, if any as applicable and related to the sale of the captioned property on offer, shall be entirely paid by the purchaser/Successful Bidder.

**14.8** Non-payment of any of the aforesaid sums within specified time, or non-compliance with necessary requisitions to effect sale, shall lead to forfeiture of EMD amount and any other amounts paid. Forfeiture of EMD amount and any other amounts shall be without prejudice to other rights and remedies available to the Bank.

**14.9** All the Payments have to be made strictly as per above schedule unless otherwise agreed by Indian Overseas Bank.

## **15. Delivery of Title Deeds and Possession**

- (i) The title deeds, share certificates (if any) and other documents related to the Captioned property, along with the physical possession of the

captioned property shall be delivered to the Successful Bidder, on execution of the sale deed.

- (ii) The successful bidder shall be informed of the date for conveyance seven days in advance and the Successful Bidder shall ensure, his/his agents presence at the concerned Sub Registrar's office for completion of the conveyance. In case the Successful Bidder fails to attend the concerned Sub-Registrar's office, the Bank shall after giving notice of 21 (twenty one) days forfeit the amount paid and re-auction the captioned property. In case of execution of sale deed and other documents through authorized agent, it shall be the duty of the Bidder to ensure that such representative is duly authorized and possesses a Power of Attorney / Resolution, duly notarized/registered and stamped, as required under law, and that the same is produced at the time of attending the Sub-Registrar's office.

## **16. Default in payment by the Successful Bidder**

In case the sale consideration is not paid as specified in Section 14 by the Successful Bidder, the sale of the assets to the concerned successful Bidder would stand cancelled and the amount so far deposited by the Successful Bidder will automatically stand forfeited and all the claims over the property will be forfeited and will be resold.

## **17. Fraud and corrupt practices**

**17.1** The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the e-auction bidding process. Notwithstanding anything to the contrary contained herein, the Bank may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the e-auction. In such event the Bank shall be entitled to forfeit the EMD and any sale consideration paid, without prejudice to any other right or remedy that may be available to the Bank.

**17.2** For the purpose of this Section, the following terms shall have the meaning hereinafter provided:

- a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the e-auction for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly, with the e-auction or has dealt with matters



concerning sale of the captioned property or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the e-auction or save and except as permitted under the relevant sub-section, engaging in any manner whatsoever, whether during the e-auction or after execution of the Sale Deed, as the case may be, any person in respect of any matter relating to sale of the captioned property, who at any time has been or is a legal, financial or technical advisor of the Bank in relation to any matter concerning sale of the captioned property;

- b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the e-auction;
- c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or the captioned property to influence any persons participation or action in the e-auction
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the e-auction; or (ii) having a conflict of interest; and
- e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in thee-auction.

## 18. Force Majeure

The Bank shall not be liable for any failure or delay in performance due to any cause beyond their control including, but not limited to fires, floods, strikes, go-slow, lock-out, closure, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of the Bank to extend the time of performance on the part of the Bank by such period as may be necessary to enable the Bank to effect performance after the case of delays will have ceased to exist. TheBank shall not be liable for any loss (whether direct or remote), due to non-delivery or delay caused due to circumstances beyond

the control of the Bank. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

## **19. Governing Law / Jurisdiction**

This transaction shall be governed by the laws of India and all disputes arising out of the process shall be subject to the exclusive jurisdiction of the courts at Tirunelveli.

## **20. Miscellaneous**

**20.1** Correspondence about any change / modification in the offer after submission of tender will not be entertained.

**20.2** The bidders shall not be entitled to receive re-imbusement of any expenses which may have been incurred in preparation of bid, documents to be submitted pursuant to the tender process or carrying out due diligence in respect to the captioned property.

**20.3** The Bank takes no responsibility for unforeseen circumstances such as non-loading of e-auction website or other similar issues. It is advised that bidders do not wait till the last moment, to submit their bids.

**20.4** The Bank reserves the right to postpone/ cancel or vary the terms and conditions of tender without assigning any reason thereof.

**20.5** No Offers / Bids below reserve price shall be entertained.

**20.6** In case of any addendums or modifications or cancellation of the terms and conditions of tender, the same shall be uploaded on our website: [www.iob.in](http://www.iob.in) under tender section.

**20.7** Transfer of the captioned property will be subject to bye-laws, regulations and approvals required from the **component statutory authorities** and also subject to other laws in force or approval or permissions from other local or government authorities. Costs for seeking such approvals or permissions shall be borne by the purchaser.

**Annexure - A**  
**Tender Form**  
**[On Letter head of the Bidder]**

To,

The Chief Regional Manager,  
Indian Overseas Bank,  
Regional Office- Tirunelveli,  
No. 131, East Car Street Tirunelveli Town,  
Tirunelveli-627006,  
Tamil Nadu.

**Subject: E- Auction for Bank owned propertyat Tirunelveli**

Sir,

1. I \_\_\_\_\_ (in case of self Bidder)/\_\_\_\_\_, being duly authorized to represent and act for and on behalf of \_\_\_\_\_(in case of submission through authorized representative of the Bidder), and having studied and fully understood all the information provided in the Document, the undersigned hereby apply as a Bidder for the purchase of a captioned property according to the terms and conditions of the offer made by Indian Overseas Bank.
2. Details of the Bidder in the E-Auction Bid Form as per **Appendix** are true and correct and the E-Auction Bid Form has been duly filled and signed on each page. EMD has already been paid by \_\_\_\_\_ *[insert details of NEFT/RTGS]*
3. The Bank is hereby authorized to conduct any inquires / investigations to verify the statement, Documents and information submitted in connection with the proposed Bid.
4. The Bank and its authorized representatives may contact the following persons for any further information:-  
Name of the Person:  
Address :  
Mobile/Phone No.  
Fax No.

**E-mail:**

5. The Tender Form is filled and participation in the E-auction if done is made with full understanding that:
  - (a) Indian Overseas Bank reserves the right to reject or accept any Bid, modify / cancel the bidding process, and/or reject all or any of the Bids.
  - (b) Indian overseas Bank shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
6. I/We also undertake to abide by the additional conditions, if any, announced during the e-auction, including any announcement for correction of and/or additions or deletions to the time of the auction.
7. I/We, the undersigned declare the statements made, and the information provided in the duly completed E-Auction Bid Form enclosed are complete, true and correct in every aspect. I/We understand and agree that if any of the information revealed by me/us is found to be incorrect and/or untrue, or if I am unable to make payment as per the payment schedule provided in the tender document, the bid submitted by me/us is liable to be cancelled and in such case, the EMD and any other monies paid by me/us is liable to be forfeited and the Bank will be at liberty to annul the process at any stage.
8. I/We confirm that our participation in the e-auction process, submission of bid or acquisition of the captioned property pursuant to the provisions of the Tender Document will not conflict with, or result in a breach of, or constitute a default under (i) our documents of incorporation; or (ii) any applicable laws; (iii) any authorization or approval of any government or local authority; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me/us; or (v) any agreement to which I am/we are a party or by which I am/we are bound.
9. I/We confirm that neither the Bank nor any online service provider shall be liable and/or responsible in any manner whatsoever for my/our failure to access and bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the computer system, any other unforeseen circumstances, etc. before or during the auction event.
10. I have read the terms and conditions of the offer detailed in the Tender Document and am willing to abide by them unconditionally.
11. We further acknowledge and agree that:-
  - (i) In case our offer is accepted and if we fail to pay the amount in the manner specified by the Bank, the amount of Earnest Money Deposit

and any further installments paid by us under this offer shall stand absolutely forfeited by Indian Overseas Bank.

(ii) This offer is valid for a period of **180 days** from the date of Bid submission or such extended date as may be determined by Indian Overseas Bank.

(iii) I/We have read and understood the terms and conditions of the Tender Documents and hereby unequivocally and unconditionally accept the same.

(iv) The decision of the Bank concerning this transaction shall be final and binding on us.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for India Overseas Bank to reject our Bid and/or to cancel the award of sale.

I/We understand that decision by the Bank with respect to selection of the successful bidder, shall be final:

Name of the Bidder :

Address (Office) :

(Residence) : .....

Tel.No. (Office) : .....

(Residence) : .....

Fax No. : .....

**E-mail address** : .....

Mobile No. : .....

N.B. In case of corporates, the above details to the extent applicable, be given in respect of Power of Attorney holder.

Enclosures:

- i. E-Auction Bid Form in Original.
- ii. Copy of the NEFT/RTGS details
- iii. KYC Documents as duly certified true copies
- iv. Integrity Pack (in Rs.50/- stamp Paper)
- v. Power of Attorney in Original together with duly certified true copy of the relevant Board resolution/ Declaration (as applicable authorizing such Power of Attorney Holder).

**E-AUCTION BID FORM****For Bank owned property at Tirunelveli**

To,

The Chief Regional Manager,  
 Indian Overseas Bank,  
 Regional Office- Tirunelveli,  
 No. 131, East Car Street Tirunelveli Town,  
 Tirunelveli-627006,  
 Tamil Nadu.

*(Read carefully the terms and conditions of sale before filling-up and submitting the bid)*

A	Name of Bidder (s) or Company or Firm (in Capital)	
B	Father's/ Husband's Name	
C	Postal Address of Bidder(s). If bidder is a company, address of its Regd. Office	
D	Phone/Mobile Number	
E	E-mail ID	
F	Bid Amount Quoted	Rs.: (Rupees _____ _____)
G	Bank Account Details for refund of EMD (The Account detail should be the same from which the EMD is deposited by the Bidder, to Bank) i. Bank A/c No. ii. IFSC Code No. iii. Branch Name iv. Bank Name	

H	PAN Number	
I	Whether EMD remitted	Yes / No
J	EMD Remittance Details* i. Date of remittance ii. Name of Bank iii. Branch iv. Account No. v. IFSC Code No. vi. UTR No.	

I \_\_\_\_\_ (in case of self Bidder)/\_\_\_\_\_, being duly authorized to represent and act for and on behalf of \_\_\_\_\_(in case of submission through authorized representative of the Bidder), declare that I have read and understood all the terms and conditions of the E-auction sale and I undertake to abide by them.

**I \_\_\_\_\_ (Name of Bidder) applying in the capacity of \_\_\_\_\_ (please state whether Individual/Proprietorship/Corporate/LLP/Partnership/)** enclose herewith duly self certified true copies of the KYC documents listed in the KYC Schedule hereto.

**Original Power of Attorney executed by \_\_\_\_\_ in favour of \_\_\_\_\_ is also enclosed. [/TO BE INCLUDED IN THE EVENT TENDER FORM IS FILLED THROUGH A CONSTITUED ATTORNEY]**

(Signature of the Bidder)

\*Mandatory: Bidders should preserve the EMD remittance *challan* and produce on demand.

Enclosures: Please specify the KYC documents enclosed. In case of Tender Form Submission by a POA holder, the KYC documents are to be certified by such POA holder.

**Schedule**  
**(KYC Documents for E-Auction)**

SR. NO.	PARTICULARS
<b>A. In case of INDIVIDUALS</b>	
1	PAN Card
2	Passport / Driving License / Voter ID Card / AADHAR Card
3	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>B. In case of SOLE PROPRIETORSHIPS</b>	
1	PAN Card
2	Registration Certificate
3	CST / VAT / License or any other certificate issued by concerned competent authority
4	Duly notarized and stamped Power of Attorney (if applicable) [TO BE SUBMITTED IN ORIGINAL]
<b>C. In case of PARTNERSHIP FIRMS</b>	
1	PAN Card
2	Registration Certificate
3	Registered Partnership Deed and any amendment/addendum thereto.
4	Particulars and documents as mentioned under Sr. No. A above, of partner to whom POA is given.
5	Duly notarized and stamped Power of Attorney (if applicable)[TO BE SUBMITTED IN ORIGINAL]
<b>D. In case of COMPANIES</b>	
1.	PAN Card



2.	Certificate of Incorporation
3.	Memorandum & Articles of Association
4.	Original duly notarized and stamped Power of Attorney authorizing a person to purchase property for Company along with certified copy of Board resolution appointing and duly authorizing such person.
5.	Particulars and documents as mentioned under Sr. No. A above, of authorized person.
6.	For public limited company, Certified Copy of Certificate of Commencement.

**E. In case of LIMITED LIABILITY PARTNERSHIPS**

1	PAN Card
2	Registered LLP agreement
3	Incorporation document and DPIN of the designated partners
4	Certificate of Registration issued by the ROC concerned
5	Original duly notarized and stamped Power of Attorney along with certified resolution Authorizing a person to sign the tender form and participate in e-auction on behalf of the LLP.
6	Particulars and documents as mentioned under Sr. No. A above, of concerned partner

**F. In case of TRUST / ASSOCIATION / SOCIETY**

1	PAN Card
2	Registration Certificate
3	Resolution / Duly notarized and stamped Power of Attorney granted to Authorize a person to sign the tender form and participate in e-auction.
4	Declaration of Trust / Bye Laws of Society / Association allowing purchase of property
5	Particulars and documents as mentioned under Sr. No. A, of person authorized to purchase property

<b>G. In case of H.U.F.</b>	
1	PAN Card
2	Passport / Driving License / Voter ID Card / AADHAR Card of Karta
3	HUF Declaration for purchase of property
4	Particulars and documents as mentioned under Sr. No. A above, of Karta of HUF
5	Duly notarized and stamped of Attorney

**Annexure – B**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING TENDER FORM  
AND PARTICIPATING IN E-AUCTION**

**(Duly notarized and on a Stamp Paper of relevant value as applicable at  
place of execution.)**

**POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name of address of the registered office) do hereby irrevocably constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with our incidental to our Bid and participation in e-auction for the purchase of a scheduled property of Indian Overseas Bank, including, signing and submission of all Documents and providing information/responses to Indian Overseas Bank, representing us in all matters before India Overseas Bank, and generally dealing with Indian Overseas Bank in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. The onus of intimating the revocation of the said Power of Attorney lies with the Principal. Until such time the Bank is duly notified of the fact of revocation of Power of Attorney by the Principal, all such acts and deeds / correspondences between the Bank and the Power Agent shall be binding on the Principal.

The Principal, undertakes to indemnify the Bank of any and all claims arising out of the Bank corresponding with the Power agent subsequent to revocation of the Power of Attorney by the Principal and prior to intimation of the same to the Bank by the Principal

Schedule of the Property:

Door no. 2A, St. Thomas Road, adjoining Eastern side DRO Bungalow,  
Maharaja Nagar, Old Sr. No. 73 B, RE.S No.217, V.M.Chatram Village,  
Tirunelveli City Municipal Corporation Ward no.18, Pallayamkottai Talk  
Tirunelveli District

(Signature)

(Name, Title and Address)

I Accept

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

## **Annexure- C**

(To be executed in a non-judicial stamp paper of Rs.50/=)

### **PRE CONTRACT INTEGRITY PACT**

#### **Preamble**

This pre-bid/ pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the day of (month) 2018, between, on one hand, Indian Overseas Bank acting through Shri , \_\_\_\_\_ of the 'officer of Indian Overseas Bank, a nationalized Bank and an undertaking of the Government of India constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, -1970 hereinafter called the "SELLER", 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 SELLER proposes to SELL the following property:

- 1) Tirunelveli, Door no. 2A, St. Thomas Road, adjoining Eastern side DRO Bungalow, Maharaja Nagar, Old Sr. No. 73 B, RE.S No.217, V.M.Chatram Village, Tirunelveli City Municipal Corporation Ward no.18, Pallayamkottai Taulk Tirunelveli District admeasuring an area of 5059 Sq. m

Boundaries:

North: ST Thomas Road

South: Medical College Staff Quarters

East : Medical College Vacant Land

West : D.R.O Bungalow

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership the SELLER is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the SELLER has floated a tender (Tender No.:AUCTION TENDER NO. Ref\_3/Admin/Sale/Tirunelveli/2018) hereinafter referred to as "Tender " and intends to sell, under laid down organizational procedures.

AND WHEREAS the SELLER 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 SELLER 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 witnesseth as under:

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

Enabling the SELLER to sell the desired said property at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public sale and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the sale by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the SELLER 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 SELLER**

1.1 The SELLER undertakes that no official 1/ employee of the SELLER, 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 SELLER 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 SELLER will ensure to provide level playing field to all BIDDERS alike.

1.3 All the officials of the SELLER 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 SELLER with full and verifiable facts and the same is prima facie found to be correct by the SELLER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SELLER and such a person shall be debarred from further dealings related to the e-auction. In such a case while an enquiry is being conducted by the SELLER, the proceedings of the e-auction, would not be stalled.

## **Article 2: Commitments of BIDDERS**

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

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

otherwise in in taking part in the e-auction with the Bank for showing or forbearing to show favour or disfavour to any person in relation to e-auction 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 further confirms and declares to the SELLER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the SELLER or any of its functionaries, whether officially or unofficially to award the bid 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.

2.5 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 SELLER 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.

2.6 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 and execution of the e-auction proceedings.

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

2.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the SELLER 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.

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

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

2.11 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 SELLER, or alternatively, if any relative of an officer of the SELLER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for

this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules

2.12 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 SELLER.

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

3. Bidder(s) shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact.

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

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

### **Article 4: Previous Transgression**

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

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

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

4.4 The Bidder/Contractor acknowledge and undertake to respect and uphold the SELLER's absolute right to resort to and impose such exclusion.

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

4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption



prevention system, the SELLER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

### **Article 5: Criminal Liability**

If the SELLER 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 SELLER has substantive suspicion in this regard, the SELLER will inform the same to the Chief Vigilance Officer.

### **Article 6: Earnest Money (Security Deposit)**

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

- (i) Any other mode or through any other instrument [to be specified in the NIT / RFP].

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

### **Article 7: Sanction for Violations**

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

- i. To immediately call off the tender 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 SELLER and the SELLER shall not be required to assign any reason there for.
- iii. To immediately cancel the sale proceedings, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the SELLER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of the Nationalized Banks, while in case of a BIDDER from a country other than India with interest at 2% higher than LIBOR. If any

outstanding payment is due to the BIDDER from the SELLER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the SELLER along with interest.
- vi. To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the SELLER resulting from such cancellation/rescission and the SELLER shall be entitled to deduct the amount so payable from the money[s] due to the Bidder
- vii. To debar the- BIDDER from participating in future bidding processes of-the Bank for a minimum period of five years, which may be further extended at the discretion of the SELLER.
- viii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any-contract signed by the SELLER with the BIDDER, the same shall not be opened.

7.2 The SELLER will be entitled to take all or any of the actions mentioned at paragraph 7.1[i] to [x] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

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

### **Article 8: Fall Clause**

### **Article 9: Independent External Monitors**

9.1 The SELLER has appointed Independent" External Monitors [hereinafter referred to as Monitors] for this Pact in consultation with the Central Vigilance Commission. They are,

1. Prof. S. Sadagopan,  
Director, IIT,  
Bangalore, 26/C,  
Electronics City,  
Hosur Road,  
Bangalore 560100  
  
Email: s.sadagopan@gmail.com
2. Shri. K. Srinivasan,  
  
Director General (Retd.), CPWD,  
C-2, Block 1, Mayfair  
Apartments, 2A, LIC Colony  
Road, Velachery, Chennai 600  
042  
  
Email: ksrini00@yahoo.co.in

9.2 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.

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

9.4 Both the parties accept that the Monitors have the right to access all the document relating to the e-auction proceedings, including minutes of meetings. The same is applicable to the agent of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ their agents with confidentiality.

9.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pac, he will so inform the Authority designated by the SELLER 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.

9.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Tender/ e-auction documentation of the SELLER 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 his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

9.7 The SELLER will provide to the Monitor sufficient information about all meetings among the parties related to the e-auction 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.

9.8 The Monitor will submit a written report to the designated Authority of SELLER within 8 to 10 weeks from the date of reference or intimation to him by the SELLER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9.9 If the Monitor has reported to The designated Authority of SELLER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of SELLER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

#### **Article 10: Facilitation of Investigation**

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

#### **Article 11: Law and Place of Jurisdiction**

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

#### **Article 12: Other Legal Actions**

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

#### **Article 13: Validity**

13.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the SELLER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

#### **Article 14: Code of Conduct**

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

#### **Article 15: Examination of Books of Accounts**

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

#### **Article 16: Legal and Prior Rights**

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

#### **Article 17: Other Provisions**

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

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

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

17.4 Any dispute or difference arising between the parties with regard to the terms o-f this Agreement/Pact", any action taken by the SELLER in

accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity pact at .....on

.....

SELLER

Name of the Officer

Designation

Indian Overseas Bank

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. \_

2. \_

Witness

1. \_

2. \_