

Profoma-1

(To be executed in non-judicial stamp paper of Rs.20/-)

PRE CONTRACT INTEGRITY PACT

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the day of (month) 2017, between, on one hand, Indian Overseas Bank acting through Shri , Designation 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 "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 Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.:) hereinafter referred to as "Tender / RFP" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for.....(name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

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

AND WHEREAS, 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 witnesseth as under:

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

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

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

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

Article 1: Commitments of the BUYER

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

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

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

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

Article 2: Commitments of BIDDERS

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

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

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

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

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

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

any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

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

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

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

3. Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

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

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

Article 4: Previous Transgression

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

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

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

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

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

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

Article 5: Criminal Liability

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

Article 6: Earnest Money (Security Deposit)

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

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

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

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

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

Article 7: Sanction for Violations

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

- i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.
- ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of the Nationalized Banks, while in case of a BIDDER from a country other than India with interest at 2% higher than LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- vi. To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any-contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

Article 8: Fall Clause

8.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Tender notified by Ministry/Department of the Government of India or PSU or a Public Sector Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of Government of India or a PSU or a Public Sector Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Article 9: Independent External Monitors

9.1 The BUYER has appointed Independentⁿ 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 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.

9.5 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.

9.6 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 his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

9.7 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.

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

9.9 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER 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 BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Article 11: Law and Place of Jurisdiction

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

Article 12: Other Legal Actions

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

Article 13: Validity

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

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

Article 14: Code of Conduct

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

Article 15: Examination of Books of Accounts

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

Article 16: Legal and Prior Rights

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

Article 17: Other Provisions

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

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

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

17.4 Any dispute or difference arising between the parties with regard to the terms 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.

The parties hereby sign this Integrity pact aton
.....

BUYER

Name of the Officer

Designation

Indian Overseas Bank

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _

2. _

Witness

1. _

2.

SUPPLY OF FDR WALLETS

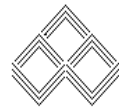
PART – A (Technical Bid)

This document consists of the following:

- a. Notice Inviting Tender from Empanelled Vendors / Suppliers.
- b. General Rules and Instructions to the Empanelled Vendors / Suppliers.
- c. Scope, Evaluation and Specifications
- d. Application Format for Pre-Qualification
- e. Integrity Pact

Indian Overseas Bank

**Printing and Stationery Department
No.314, T.T.K Road, Alwarpet, Chennai 600 018
Phone No.044-24991219, 24991002
www.iob.in**



INDIAN OVERSEAS BANK,
 Printing & Stationery Department,
 No.314, T.T.K Road, Alwarpet, Chennai 600 018
 Phone No.044-24991219, 24991002

Date : 23/01/2018
Enquiry No. : 13/2017-18
Due Date : 12/02/2018

To

All Empanelled Suppliers / Vendors in the Category, Vendors Group C (VGC): Suppliers of Plastic Pouches / Plastic Folders / Term Deposit Covers and other plastic items (Other Contractors need not respond).

Dear Sir / Madam

Sub: Supply of FDR Wallet
Notice Inviting Tender (NIT)

Sealed offers are invited in two parts (Part A & Part B) from empanelled vendors/suppliers (Vendors Category C –VGC : Suppliers of Plastic Pouches / Plastic Folders / Term Deposit Covers and other plastic items) to supply FDR Wallets to IOB Printing and Stationery Department, Chennai and other centres of the Bank, in India.

Important Data

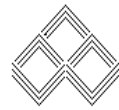
EMD	Rs.65,000/-
Last Date of Submission	12/02/2018 before 15:00 Hrs
Venue for Submission	Deputy General Manager Indian Overseas Bank General Administration Department, 5 th Floor, Annexe Building, 763, Anna Salai, Chennai 600 002
Time of opening of PART A	15:15 Hrs on 12/02/2018
Time of opening of PART B	Advised separately after evaluation of Part A (Technical Bid)
Supply Period (Contract Period)	Pl refer page 7 of this document
Defect Liability Period	90 Days
Validity of Tender	90 Days from date of opening of Part A

A **pre-bid meeting** has been arranged at the tender room, Indian Overseas Bank, General Administration Department, 5th Floor, Annexe Building, 763, Anna Salai, Chennai 600002 @ 15.00 Hrs on 31.01.2018 to enable all the vendors / suppliers to understand the Bank's requirements / specifications and to clarify any doubt on the tender.

Yours Faithfully

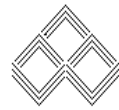
Senior Manager

Signature of the bidder



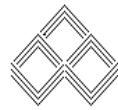
GENERAL RULES AND INSTRUCTIONS TO THE EMPANELLED VENDORS / SUPPLIERS

1. Indian Overseas Bank intends to procure FDR wallets for its use. Applications are invited from competent Empanelled Suppliers / Vendors (Category – VGC: Suppliers of Plastic Pouches / Plastic Folders / Term Deposit Covers and other plastic items), for the proposed FDR supply.
2. The eligible and interested suppliers/vendors may collect the tender document from our office; # 314, TTK Road, Alwarpet, Chennai 600 018. Alternatively, the document can also be downloaded from the website of Bank namely www.ioib.in and a document fee of Rs.500.00 (Five Hundred Only) by way of Demand Draft favoring “**Indian Overseas Bank, Central Office**” payable at Chennai may be submitted along with the duly filled in document. The document submitted without the prescribed fee will be liable for rejection.
3. Sealed tender with Bills of quantities will be received by the Deputy General Manager, Printing and Stationery Department, Indian Overseas Bank, Central Office, Chennai – 600 002 at their office upto 15:00 Hrs on the mentioned date. This will be opened on the same day, in front of DGM, Printing and Stationery Department @ 15:15 Hrs.
4. The Technical Bid, (General conditions of tender, tender specifications) and Price bid (Bill of Quantities) shall be duly signed by the authorized signatory at every page along with company seal.
5. Tender is to be submitted in **two separate sealed covers**, super-scribing the name of work and type of bid (**Technical Bid / Price bid**), as detailed below:
 - I. **Cover -1** : Contents
 - i. Part A-Technical Bid
 - ii. EMD
 - iii. DD for document fee, Rs.500/-
 - iv. five sample wallets as per specifications of this tender
 - v. Integrity Pact to be executed in non-judicial stamp paper of Rs.20/-.
 - II. **Cover -2** : Contents
 - i. Part B – Price Bid
6. There should be no overwriting/corrections/omissions in the tender documents.
7. Earnest Money Deposit (EMD) of Rs.65,000/-, shall be paid by means of a DD drawn on any scheduled Bank in favour of Indian Overseas Bank, Central Office, Chennai - 2. Suppliers/Vendors producing valid certificate from the National small Industries Corporation Ltd are exempt from payment of EMD and document fee.
8. SECURITY DEPOSIT: The successful tenderer has to furnish Security Deposit (non interest bearing), equal to the value of 2% of rate quoted. If EMD is submitted, the security deposit shall be “2% of rate quoted – EMD”.



The Security Deposit with the bank shall be returned only after the successful completion of the period of contract & in case of any loss to the bank due to non compliance of the terms & condition as agreed between the parties, the Security Deposit shall be liable to be forfeited straight way and the bidder will be further liable for other loss as decided by the bank.

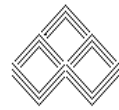
9. The tenders must use only the form issued by the Bank to fill the rates. The Bill of Quantities are liable to change by addition/ deletion the quantity (10%) as per requirements, at the discretion of the Bank.
10. Before submitting the tender, tenderers are requested to see the specimen, examine carefully the conditions of contract, availability of materials / labour/ time factor etc.
11. The tenderer whose tender is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted.
12. The supplier shall maintain proper account of quantity of materials such as paper which are used in the work.
13. The Bank is not bound to accept the lowest tender and reserves the rights to reject any or all the tenderers without assigning any reasons therefore.
14. Payment Terms: No advance will be provided. Part payment against bills supported by acknowledgement / delivery challans subject to deduction of taxes etc, as per dispatch of Lot A, B & C, as detailed in page 7, at the discretion of bank.
15. The quoted rates shall be all inclusive, excluding GST, i.e. base rate only. Applicable GST will be paid over and above the base rate.
16. Statutory deductions / TDS will be levied as applicable.
17. The successful vendor shall submit a self-attested certificate received from the suppliers of material (or from an industry recognized certifying agency) that, the materials used for FDR is as per tender conditions, for settlement of bills.
18. Bank has the right to reject the entire stock and no claim/ explanation to be entertained / accepted if material used is less than the specified or if deviation is found.
19. Five sample wallets, as per specification of this tender, have to be enclosed along with Part – A.
20. Pre production samples to be provided and have to be approved.
21. The tender shall be valid for a period of 90 days from the date of opening of Part – A, Technical bid.
22. Tenderers shall quote their unconditional rate strictly as per the list of items specified. Cutting / overwriting, if any, shall be counter-signed. The rates quoted shall include the cost of packing and corrugated boxes.
23. The successful tenderer should ensure the delivery of FDR Wallets within the time schedule, as per details mentioned in page 7 of this document, to **all destinations**, failing which liquidated damages would be levied.
24. The successful tenderer / supplier should enter in to an agreement with the Bank, on a Rs.20/= Stamp Paper, as per Bank's format.
25. Liquidated Damages for Delay: 1% of total value of order per week delay, subject to a maximum of 10 % of the total value of order (pl refer page 7 of this document for delivery schedules).



26. The supplier shall state the schedule delivery of FDR Wallets within five days on receipt of work order.
27. The successful tenderer has to shred all wastes before disposal and ensure that the Bank's logo and materials is not misused.
28. The successful tenderer shall indemnify the Bank from misuse of Bank logo.
29. Defects Liability Period. The successful tenderer shall make good any defects observed and pointed out by Bank within the defect liability period of 3 months. For major defects that would affect the image of the Bank / that would defeat the purpose of the job, the product shall be replaced at suppliers cost and means.
30. The Courts in Chennai District, Tamil Nadu, India will have exclusive jurisdiction to entertain any litigation between the parties with regard to this tender.

Integrity Pact:

31. The Central Vigilance Commission (CVC) has advised Government Organizations including Public Sector Banks to adopt Integrity Pact voluntarily in their major procurement activities. In line with these directives, Bank has decided to adopt Integrity Pact for Orders / Contracts of value of Rs.25 Lakhs and above.
The CVC guidelines further advises Banks to appoint Independent External Monitors, as approved by the CVC, to oversee the compliance of obligations under the Integrity Pact.
The Bank has implemented Integrity Pact in compliance with CVC guidelines. Accordingly, Shri. Sadagopan, Director, IIIT Bangalore and Shri. Srinivasan, Director General, CPWD (Retd.) have been appointed as Independent External Monitors, for the Bank.
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. Copy of the Integrity Pact is enclosed as Proforma-2 with this Tender.



SCOPE, EVALUATION AND SPECIFICATIONS

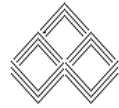
Indian Overseas Bank intends to procure 20,00,000 FDR Wallets for its use. The successful tenderer should supply FDR Wallets, to **all destinations of the Bank - throughout India**. The dispatches to offices, other than printing and stationery dept, shall be on freight to-pay basis. No freight charges will be paid for delivery at our office located at No.314, TTK Road, Alwarpet, Chennai -18.

Packing and Dispatch: Every 100 wallets to be made as a packet. Every 5 packets to be made as a bundle. Every 5 bundles (2500 FDR Wallets, approximately 30 Kg) are to be covered with polythene sheet and packed in 5 ply corrugated box with shrink wrapping (packing should be water proof and should withstand handling during transit). Your rates should include cost of corrugated boxes and packing.

Dispatch destinations, and number of Wallets to each dispatch destination is as below;

SI No.	Destination	Number of Wallets
1	BANGALORE	35000
2	MADURAI	30000
3	TRIVANDRUM	30000
4	VIJAYAWADA	30000
5	LUCKNOW	27500
6	THANJAVUR	27500
7	ERNAKULAM	27500
8	SALEM	27500
9	VELLORE	27500
10	TUTICORIN	27500
11	PONDICHERRY	25000
12	COIMBATORE	25000
13	DELHI	25000
14	NCR-DELHI	25000
15	MANGALORE	25000
16	GOA	22500
17	KANCHEEPURAM	22500
18	CHANDIGARH	22500
19	AHMEDABAD	22500
20	ERODE	22500
21	KARAIKUDI	22500
22	BHUBHANESWAR	22500
23	MUMBAI	22500
24	VISAKAPATNAM	22500

25	HYDERABAD	20000
26	TIRUNELVELI	20000
27	CHENNAI-II	20000
28	LUDHIANA	20000
29	TIRUCHIRAPALLI	20000
30	JAIPUR	20000
31	KOLKATTA-II	20000
32	PUNE	20000
33	BHOPAL	20000
34	KOLKATTA	20000
35	PATNA	20000
36	BERHAMPUR	17500
37	CHENNAI-I	17500
38	NAGERCOIL	17500
39	BARODA	15000
40	RAIPUR	15000
41	DEHRADUN	15000
42	WARANGAL	15000
43	MEERUT	15000
44	VARANASI	15000
45	GUWAHATI	15000
46	RANCHI	12500
47	NAGPUR	12500
48	SILIGURI	12500
	TOTAL	1032500

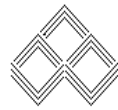


The remaining quantity of FDR Wallets shall be delivered to Printing & Stationery Dept. (No.314, TTK Road, Alwarpet, Chennai -18), with the same packing mentioned above, for which no freight charges will be paid;

SL No.	Destination	Number of Wallets
1	Printing and Stationery Dept.	9,67,500

The Supply pattern should be as below;

Lot	Quantity of FDR Wallets	Schedule of Delivery to the destinations
Lot A	5,00,000	Should be delivered to the destinations within 45 days from date of work order
Lot B	5,32,500	Should be delivered to the destinations within 55 days from date of work order
Lot C	9,67,500	Should be delivered to Printing and Stationery Dept. within 60 days from date of work order



EVALUATION OF TENDER

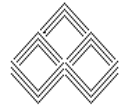
Part A tender (Technical Bid) would be opened first and scrutinized. Only those Vendors / suppliers who satisfy the Technical bid alone would be shortlisted and only their Part B (Price Bid) would be opened, at the designated date and time. The date and time of opening of Part B would be intimated to the participating Vendors / suppliers who are shortlisted.

NOTE:

All Vendors / Suppliers must be registered for GSTIN, Income Tax etc., detailed in this pre-qualification document. The vendors, otherwise eligible but not registered for these statutory obligations will not be considered for shortlisting, for opening of Part B (Price Bid). Prospective vendors to note that all payments will be made electronically as per Government guidelines.

EVALUATION OF PRICE BID

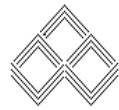
The bidder quoting the lowest rate will be successful bidder.



TECHNICAL SPECIFICATIONS

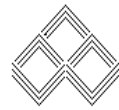
Quantity	20,00,000 (twenty lakshs)
Material	PVC & Plastic (15 mm PVC and 10 Satin Moroco)
Finished Size	24 cms x 17 cms (excluding flap)
Flap Size	24 cms x 2.5 cms and folding
Printing	Gold Color-
Packing	<p>Every 100 wallets to be made as a packet.</p> <p>Every 5 packets are to be made as bundle.</p> <p>Every 5 bundles (2500 FDR Wallets, approximately 30 Kg) are to be covered with polythene sheet and packed in 5 ply corrugated box with shrink wrapping</p> <p>Packing should be water proof and should withstand handling during transit.</p>

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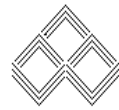


APPLICATION FORMAT

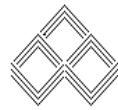
1	Name of the Applicant / Firm / Company	
2	Registered Address: Address for Communication:	
3	<p><u>Contact Information</u></p> <p>Office Phone Number:</p> <p>Residence Phone Number:</p> <p>Mobile Number:</p> <p>Fax:</p> <p>E-Mail:</p>	
4	Status of the Firm: (Please tick appropriate box)	<input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietary Firm <input type="checkbox"/> Individual
5	Name of the Proprietor / Partners / Directors with professional qualifications (if any):	
6	<p><u>Registration Details</u></p> <p>Companies/ Firm Registration Number & Date:</p> <p>GSTIN.:</p> <p>Sales Tax Registration No.:</p> <p>Income Tax PAN, TIN:</p> <p>Others, if any:</p>	



7	Please confirm that you will supply the items as per Bank's specifications, within the time period mentioned.	YES <input type="checkbox"/> NO <input type="checkbox"/>
8	Five sample wallets, with the same specification of this tender is enclosed with the tender documents.	YES <input type="checkbox"/> NO <input type="checkbox"/>
9	Bank has the right to reject the entire stock and no claim/ explanation to be entertained / accepted if material used is less than the specified or if deviation is found. Please confirm your acceptance.	YES <input type="checkbox"/> NO <input type="checkbox"/>
10	Defect Liability Period: Three months from the date of settlement of Final Bill. Any minor defect observed and pointed out by Bank within three months, in printing / deviation from proof etc., shall be corrected by the vendor, at his cost and means. For any major defect, that would affect the image of the Bank / that would defeat the purpose of the job, the product shall be replaced at suppliers cost and means. Please confirm your acceptance.	YES <input type="checkbox"/> NO <input type="checkbox"/>
11	The successful tenderer has to furnish Security Deposit (non interest bearing), equal to the value of 2% of rate quoted. If EMD is submitted, the security deposit shall be "2% of rate quoted – EMD". The Security Deposit with the	YES <input type="checkbox"/> NO <input type="checkbox"/>



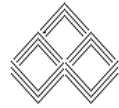
	<p>bank shall be returned only after the successful completion of the period of contract & in case of any loss to the bank due to non compliance of the terms & condition as agreed between the parties, the Security Deposit shall be liable to be forfeited straight way and the bidder will be further liable for other loss as decided by the bank.</p> <p>Please confirm your acceptance.</p>	
12	<p>FDR Wallets hast to be dispatched to destinations throughout India, on behalf of Bank, as detailed in Page 6 and Page 7 of this document.</p> <p>Please confirm your acceptance.</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
13	<p>The successful tenderer shall shred all wastes before disposal and ensure that the Bank's logo and materials are not misused. Please confirm.</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
14	<p>Please confirm that you have quoted your price only in Part B (Price Bid) and not anywhere in Part A (Technical Bid).</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
15	<p>Confirm that you have enclosed the integrity pact, duly signed in all pages (Enclose Proforma-1)</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>



16	Please confirm that you have enclosed EMD and Document fee along with Part A (Technical Bid). If exempt, then valid certificate from National Small Industries Corporation Ltd should be enclosed.	EMD <input type="checkbox"/> NSIC Certificate <input type="checkbox"/>
17	If EMD is submitted, Details of EMD	DD No.: _____ Date: _____ Issuing Bank / Branch: _____
<p style="text-align: center;"><u>DECLARATION</u></p> <ol style="list-style-type: none"> 1. All the information furnished by me / us here above is correct to the best of my knowledge and belief. 2. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / Annexures. 3. I / We agree that the decision of Indian Overseas Bank in selection of supplier will be final and binding to me / us. 4. I / We have read the instructions and I / we understand that if any false information is detected at a later date the empanelment shall be cancelled at the discretion of the Bank. <p>Place : _____ SIGNATURE OF THE APPLICANT Date : _____ NAME & DESIGNATION SEAL OF ORGANISATION</p>		

**SUPPLY OF FDR WALLETS
PART – B
(Price Bid)**

Indian Overseas Bank
Printing and Stationery Department
No.314, T.T.K Road, Alwarpet, Chennai 600 018
Phone No.044-24991219, 24991002
www.iob.in



Date : 23.01.2018

Enquiry No. : 1/2017-18

Due Date : 12.02.2018

PART B: PRICE BID

Sub: Supply of FDR Wallets

Particulars	Quantity	Rate per unit in Rs. (in figures)	Total amount in Rs. (in figures)	Total amount (in words)
Supply of FDR Wallets confirming to terms, conditions and specifications in Part A	20,00,000			

The rate quoted above shall be all inclusive, excluding GST.
GST will be paid over and above the rate, as applicable.