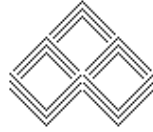


Pre-Qualification of Contractors



INDIAN OVERSEAS BANK
NOTICE INVITING TENDER FOR
PRE-QUALIFICATION OF CONTRACTOR FOR CONSTRUCTION OF
PROPOSED OFFICE BUILDINGS FOR RSETI AT KANNIYAKUMARI
NIT REFERENCE NUMBER: RO /GAD/RSETI/2024-25/01
DATED: 15.06.2024

INDIAN OVERSEAS BANK
REGIONAL OFFICE
552/1, FIRST FLOOR, MS ROAD,
VETTURNIMADAM,
NAGERCOIL-629003
PHONE NO: (04652) 230752

LAST DATE FOR SUBMISSION OF FILLED IN FORMS } : 31.07.2024
WITH PROOF DOCUMENTS } upto 14.30 Hrs

PRE-BID MEETING : 10.07.2024
@ 11:00 Hrs

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NOTICE INVITING TENDER (Through Pre-Qualification Process)

CONSTRUCTION OF OFFICE BUILDINGS FOR RSETI AT KANNIYAKUMARI

Pre-Qualification of Contractors

RSETIs are **Rural Self Employment Training Institutes**, an initiative of Ministry of Rural Development (MoRD) to have dedicated infrastructure in each District of the Country to impart training and skill up-gradation of rural youth geared towards entrepreneurship development. RSETIs are managed by Banks with active co-operation from the Government of India and the State Governments.

Indian Overseas Bank manages many RSETIs in the State of Tamil Nadu. It has been proposed to construct own buildings for RSETIs managed by the Bank and in this regard, this notice has been published for pre-qualification of Contractors, towards construction of Buildings at the following one location in Tamil Nadu:

1. Kaniyakumari

The above RSETI is proposed to be constructed with a built-up area of approx. 8000 Sq.ft. The basic infrastructure includes the following:

- 1) Building: The proposed building is to house a Reception, Classrooms, Workshop, Computer Lab, Director's Chamber, Administrative Office, Kitchen, Dining Hall, Dormitories (GENTS / LADIES), Toilets, Guest Rooms etc.
- 2) Overhead Tank, Septic Tank (if required)
- 3) Compound Wall / Fencing

The eligibility criteria of applications shall be evaluated as on cutoff date (i.e., 31.03.2024).

Please note that the PQ Document shall be submitted, complete in all respect, as below:

The attachment shall contain the PQ document, cost of the PQ document, integrity pact and all proof documents in support of your application should be uploaded in the **E-Tender** for **CONSTRUCTION OF OFFICE BUILDINGS FOR RSETI AT KANNIYAKUMARI.**

Contractors will be shortlisted based on certain minimum criteria viz., experience in successfully executing similar works, performance reports, solvency certificate etc. Bids consisting of the tender conditions, Specifications, Bill of Quantities, Drawings etc., will be issued by the project Architects, **M/s Foar Cons, Chennai**, in two parts i.e., Part – A and Part – B, to those shortlisted / pre-qualified contractors only. Part – A (Technical Bid) will be opened first and subsequently Part –B (Price Bid) of those contractors who have agreed to all Bank conditions in Part – A, will only be opened.

Estimated Cost	: Rs.385.00 Lakhs
Application Fee	: Rs.5,900/- (Inclusive of GST)
Issuing of PQ Documents	: 28.06.2024 to 30.07.2024
Last date for submission:	Before 14:30 Hrs on 31.07.2024 as per instructions in tender documents.
Time and date of opening	: @ 15.00 Hrs on 01.08.2024

EARNEST MONEY DEPOSIT (EMD) CUM SECURITY DEPOSIT

- (a) The participating contractors must submit an application Fee of **Rs.5900/- (Rupees Five Thousand and Nine Hundred Only)** by way of NEFT to the below account number. The details of the NEFT (UTR Number and Date) shall be furnished along with the along with the Technical Bid.

Bank's Account Details for Payment of EMD and Application Fee:

Account Name : DIRECTOR IOB R S E T I NAGERCOIL
Account Number : 1043020000000801
IFSC : IOBA0001043

Integrity Pact:

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. Kashinath Behera, IAS (Retd), AC-39, Khwaabgaah Co-Operative Hosing Society Ltd, 2nd Floor, Flat No.2A, Street Nos. 43 & 48, Action Area-1A, New Town, Rajarhat, Kolkata –700156. Email: beherakn54@yahoo.co.in

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 Annexure-1 with this Tender.

Any revision / amendment in Government Policy shall be noted from time to time for compliance.

Note:

- Bidder(s) must submit, along with the bids, self-attested photocopies of works with the Name of the Client / Customer, Work Order Reference No. and Date, Executed Value, date of start, date of completion and Certificates for proof of satisfactory completion of work.
- Self-attested Photocopies of audited profit and loss account accompanied by relevant schedules in support of turnover figures must be submitted by the bidder(s) along with the bids.
- The eligibility criteria of applications shall be evaluated as on cutoff date (i.e.31.03.2024). The Bank reserves the right to accept or reject any or all the applications without assigning any reasons thereof and their decision of selection will be final.
- The contractors must be registered for Income Tax and GST as detailed in this tender document. The contractors, otherwise eligible but not registered for either Income Tax or GST, shall not be considered for pre-qualification.
- Prospective contractors to note that all payments will be made electronically as per Government guidelines.

The Bank reserves the right to accept or reject any or all the applications without assigning any reasons thereof and their decision of selection will be final. The Courts in Tamil Nadu, India only will have exclusive jurisdiction to entertain any litigation between the parties with regard to this tender.

Date: 20/06/2024

Chief Regional Manager

SCOPE OF WORK

I. Scope of Works:

The requirement for the Indian Overseas Bank consists of the following, To Construct Buildings to house RSETI Kanniyakumari, in terms of the tender conditions, specifications of works, drawings, Bill of Quantities etc.

The infrastructure includes the following:

- 1) Building Services: General Builders works for constructing a ground + one structure, to house a Reception, Class Rooms, Workshop, Computer Lab, Director's Chamber, Administrative Office, Kitchen, Dining Hall, Dormitories (GENTS / LADIES), Toilets, Guest Rooms etc.;
- 2) Weather Proofing services;
- 3) Plumbing & Sanitary Services;
- 4) Electrical Services;
- 5) Overhead Tank, Septic Tank (if required);
- 6) Compound Wall / Fencing;
- 7) Other Associated services.

II. General:

Through this Pre-Qualification process, contractors would be shortlisted for issue of tenders.

The shortlisted contractors would be issued with tenders for construction of RSETI Kaniyakumari, separately. The successful contractor in tenders would be awarded with the work, on approval of Competent Authority.

The contractors to note that if, under any circumstances, it is observed that the contractor who has become successful and already awarded with the construction of an RSETI building, is executing the project unsatisfactorily, Bank shall remove the name of the contractor from the shortlist and no further tenders would be issued.

The contractor shall conduct himself in accordance with all the extant statutory laws, while executing the project(s) at site.



INSTRUCTIONS TO THE INTENDING APPLICANTS

1) GENERAL

1. Applications are invited on behalf of Indian Overseas Bank for Pre-Qualification of contractors for the proposed construction of buildings for RSETI at Kaniyakumari.
2. The details of the applicants and their experience shall be submitted in the Bank's prescribed "Application Format" only. Wherever required and if the space provided is not sufficient, particulars can be furnished as Annexures but such details shall be clearly mentioned in the respective columns of the Application Format. Applicant shall enclose latest copies of brochures and technical documentation giving additional information about the applicant. Each page of the document shall be duly signed by the Applicant or their authorized representative along with their company seal.
3. Bank will not be responsible for any postal delay / courier delay, in the event of completed applications sent by post / courier not reaching the concerned Office in time.
4. No costs incurred by the applicant for obtaining the tender documents, in applying, in providing necessary clarifications or attending discussions, conferences or site visits etc., will be reimbursed by the Bank.
5. **Documentary proof with respect to the prequalification criteria shall be furnished along with the completed application form. In this regard, copies of the work orders and completion certificates and or such other documents shall be submitted. Incomplete applications or applications without proper proofs for establishing their credentials will be liable for rejection and no correspondence will be entertained in this regard.**
6. **The authorised person of the firm/ company shall sign in all the pages of the application with seal of the company/ firm.**
7. The pre-qualification will be made for this specific work depending on the credentials submitted and acceptable to Bank, as on **cutoff date**.
8. For consideration of experience, works should have been executed in same name & style of the firm in which name pre-qualification is sought.

9. The evaluation will be based on the evaluation criteria, which are detailed elsewhere in this document.

If found necessary, Bank may inspect the works undertaken by the bidders, for which necessary co-ordination shall be made by them. Based on the details furnished in acceptable format, inspection of works and **eligibility criteria as on cutoff date**, the bidders will be shortlisted.

Decision of the Bank regarding selection / rejection for pre-qualification will be final and binding and no further correspondence will be entertained. The prequalified / shortlisted contractors will only be informed by post and also displayed in Bank's website.

10. If, information and details furnished by applicants are found to be false at any time in future or any information withheld, which comes to the notice of the Bank at a later date, the pre-qualification of such applicant shall be cancelled immediately.

11. Bids received after the due date and time is liable to be rejected.

Indian Overseas Bank reserves its right to reject any / or all the applications without assigning any reasons whatsoever.



EVALUATION CRITERIA

All interested and eligible bidders shall submit their duly filled application for Pre-Qualification, on or before the due date and time specified for submission of in the tenders, signed in all pages along with application fee and all relevant annexures to be submitted as proof of experience, financial capabilities etc.

Evaluation Criteria (Technical bid):

- Technical Competence
- Ability to carry out the work based on past records
- Company Organization.
- Appropriate Supervision staff & Skilled Labour committed to be mobilized
- Completeness of bid submission

The details of the Technical Bid evaluation criteria are furnished below:

Technical Bid Evaluation Criteria:

Stage 1: Preliminary Examination:

To ascertain the responsiveness of the bidders and reject those bids who have;

- a) Not submitted the tender in time
- b) Submitted tender without Application Fee (in case of downloaded applications)
- c) Not submitted the tender in Bank's approved format
- d) Submitted unsigned / illegible tender
- e) Not accepted the Bank's techno-commercial conditions
- f) Submitted the tender with counter conditions
- g) Not registered for Income Tax and GST etc.

Only those bids that are responsive shall be subject to further processing. Bids not complying to the above would be rejected.

Stage 2: Pre-Qualification:

To determine the compliance of the bidders with the Pre-Qualification (PQ) mandatory criteria specified below:

- a) Locally available contact persons for co-ordinating the work.
- b) Experience and past performance on similar contracts.
- c) Financial position / capability
- d) Compliance to Vigilance Guidelines.

For establishing the above, the terms are elaborated as follows:

1. The bidder should be based in Tamil Nadu or should have a locally available contact for day to day supervision and co-ordination.

Proof of address / contact details in respect of the same must be submitted along with the application.

2. The bidder should be in the Construction business during last five years, prior to the cutoff date of 31.03.2024;

Proof of experience in carrying out business in these years viz., Date of incorporation / establishment etc. shall be submitted.

3. Bidder must have achieved minimum average annual financial turnover of Rs.115 Lakh during the last three financial years (FY) ending March 2024;

Copies of audited balance sheet and profit & loss account / IT Returns for three years (2020-21, 2021-22, 2022-23 or 2021-22, 2022-23 and 2023-24) shall be submitted.

4. Bidder must have successfully completed in the past five years as on 31.03.2024:

- i. One work of value at least Rs.308 Lakh in a single work order (or)
- ii. Two works of value at least Rs.192 Lakh each (or).
- iii. Three works of value at least Rs.154 Lakh each.

Value here means the completed cost as reflected in the final bill/ completion certificate. Fill up Proforma 2a, 2b and 2c provided along with the Application Format, depending upon the number of works (one or two or three) which satisfy the PQ criteria as above and submit proof of works completed (Work Orders and Performance Certificates from previous employers) for these works.

The work experience shall be similar in nature comprising of construction of buildings.

5. The bidder whose contract in the past was terminated by the employer due to unsatisfactory performance, will not be eligible for participating in the tendering process. Similarly, a bidder who discontinued the contract before its expiry or failed to commence the service after award of contract will also be not eligible for participating in the tendering process. Tenders must be

accompanied with declaration to this effect on letterhead of the bidders.

Declaration Certificate on the company's letter head, duly signed by the authorized signatory shall be submitted.

Note:

It may be noted that documentary evidence in respect of first five items are essential. For the last item declaration letter is a must. Tenders not accompanied by any one of the above would render the bid invalid / unresponsive and hence the bid would be rejected forthwith.

6. Integrity Pact: All prospective bidders shall enter into an agreement with the Bank, as per enclosed format (Proforma 3).

The Integrity Pact, duly executed on a Rs.100 Stamp Paper (signed in all pages), shall be submitted.

Bidders will be evaluated for all the above parameters in this stage. Accordingly, the contractors / bidder satisfying all the above criteria will only qualify for next stage.

In other words, a bidder has to comply with each of the PQ criteria (mandatory requirement) to qualify for further evaluation and if the contractor fails to satisfy any one of the PQ criteria, then the agency would be disqualified.

Stage 3: Site Inspection:

The Bank, at its discretion, may inspect sites of work of those prospective bidders (who have qualified Stage 2 of Pre-Qualification), for further shortlisting, depending upon the number of eligible bidders, as decided by Competent Authority of Bank. For this purpose, only those sites of the eligible bidders which qualify the PQ criteria [criteria no.(v) of Stage 2] alone shall be inspected.

The applications qualifying Stage 3 (or Stage 2 incase Bank decides not to have Stage 3 evaluation) alone will be short listed for issue of Tender Documents. The shortlisted panel of contractors only would be issued tender in TWO parts (Part A – Technical Bid and Part B – Price Bid).



APPLICATION FORM

1. Please fill in all particulars in the space provided in the application form.
2. Please affix your seal and signature (authorized signatory) on all pages of the application form.
3. Bank will scrutinize the offers based on information provided in Pre-Qualification Documents. Banks decision on shortlisting of the prospective Architect is final.

(Attach separate sheets wherever necessary)

1	Name of the Applicant / Firm / Company	
2	Registered Address: Address for Communication:	
3	Contact Information Office Phone Number: Mobile Number: Alternate Number: E-Mail:	

4	Status of the Firm: (Please tick appropriate box)	<input type="checkbox"/> Company <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietary Firm <input type="checkbox"/> Individual (attach proof)
5	Name of the Proprietor / Partners / Directors with professional qualifications (if any):	
6	Year of Establishment:	
7	<u>Registration Details</u> Companies/ Firm Registration Number & Date: Income Tax – PAN No.: GST No.: Others, if any:	(attach proof)
8	Income Tax Turnover of the Company / firm (Please attach copy of audited balance sheet and profit & loss account / IT Returns for three years)	2020-21 :Rs. 2021-22 :Rs. 2022-23 :Rs.
9	Government Organizations / PSUs / PSBs viz., CPWD, MES, Banks, or reputed private company etc. Furnish Names, Category, Registration Details etc.	1. 2. 3. 4.

10	Field of activities (Mention based on preference)	
11	Key Personnel Details (Enclose Proforma 1)	YES <input type="checkbox"/> NO <input type="checkbox"/>
12	<p>Details of works done in last five years (PWD/CPWD/PUBLIC SECTOR/GOVERNMENT WORK, REPUTED PRIVATE COMPANY). Please mention only those works which qualifies the Pre-Qualification Criteria. Please attach proof in support. (FILLED UP PROFORMA 2A, 2B & 2C SHALL BE ENCLOSED. If only one work satisfies the eligibility criteria, only one form say, PROFORMA 2A shall be enclosed.)</p>	<p>1.</p> <p>2.</p> <p>3.</p> <p>PORFORMA 2A,2B, 2C Enclosed:</p> <p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p>
13	Details of three responsible clients/ persons to whom the major works carried out by the applicant with address and	1.

	telephone number who will be in a position to certify about the quality as well as past performance of your organization	2. 3.
14	Details of Application Fee	DD No. : Date: Issuing Bank / Branch:

DECLARATION

- a) All the information furnished by me / us here above is correct to the best of my knowledge and belief.
- b) I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / Annexures.
- c) I / We agree that the decision of Indian Overseas Bank in shortlisting of contractors will be final and binding to me / us.
- d) I / We have read the instructions and I / we understand that if any false information is detected at a later date the selection shall be cancelled at the discretion of the Bank.

Place :
Date :

SIGNATURE OF THE APPLICANT
NAME & DESIGNATION
SEAL OF ORGANISATION



PROFORMA - 1

Sl. No.	Name	Qualifications	Experiences	Particulars of Work Done	Employed in Your Firm Since	Any Others
1						

PROFORMA – 2A:

WORK EXPERIENCE- 1 *(Qualifying Evaluation Criteria)*

Work experience should be accompanied by the copy of its award letter, work completion certificate / performance certificate.

Bank Reserves the right to verify the details furnished by the Applicant, with the Organization which awarded the contract, if it desires.

1	Furnish details of the Client Organization, below:	
a	Name of the Organisation:	
b	Address of the Organisation:	
c	Name of Contact Person(s):	
d	Contact Number(s):	
2	Name of Contract and location of Project:	
3	Period of Execution:	

4	Nature of Project in Brief:	
5	Actual Value of the Project:	
6	Whether Work Left Incomplete or Terminated ?	<input type="checkbox"/> YES <input type="checkbox"/> NO (If YES, please furnish details / reasons below)
7	Enclosed copy of a) Work order b) Completion certificate c) Performance certificate	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO

SIGNATURE OF APPLICANT WITH SEAL

PROFORMA – 2B:

WORK EXPERIENCE- 2 ***(Qualifying Evaluation Criteria)***

Work experience should be accompanied by the copy of its award letter, work completion certificate / performance certificate.

Bank Reserves the right to verify the details furnished by the Applicant, with the Organization which awarded the contract, if it desires.

1	Furnish details of the Client Organization, below:	
a	Name of the Organisation:	
b	Address of the Organisation:	
c	Name of Contact Person(s):	
d	Contact Number(s):	
2	Name of Contract and location of Project:	
3	Period of Execution:	

4	Nature of Project in Brief:	
5	Actual Value of the Project:	
6	Whether Work Left Incomplete or Terminated ?	<input type="checkbox"/> YES <input type="checkbox"/> NO (If YES, please furnish details / reasons below)
7	Enclosed copy of a) Work order b) Completion certificate c) Performance certificate	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO

SIGNATURE OF APPLICANT WITH SEAL

PROFORMA – 2C:

WORK EXPERIENCE- 3 *(Qualifying Evaluation Criteria)*

Work experience should be accompanied by the copy of its award letter, work completion certificate / performance certificate.

Bank Reserves the right to verify the details furnished by the Applicant, with the Organization which awarded the contract, if it desires.

1	Furnish details of the Client Organization, below:	
a	Name of the Organisation:	
b	Address of the Organisation:	
c	Name of Contact Person(s):	
d	Contact Number(s):	
2	Name of Contract and location of Project:	
3	Period of Execution:	

4	Nature of Project in Brief:	
5	Actual Value of the Project:	
6	Whether Work Left Incomplete or Terminated ?	<input type="checkbox"/> YES <input type="checkbox"/> NO (If YES, please furnish details / reasons below)
7	Enclosed copy of d) Work order e) Completion certificate f) Performance certificate	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO

SIGNATURE OF APPLICANT WITH SEAL

Proforma – 3:

(To be executed in a non-judicial stamp paper of Rs.100/=)

Between

Indian Overseas Bank (IOB) hereinafter referred to as “The principal”,

And

..... hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Bidders(s) and / or contractors(s).

In order to achieve these goals, the principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principals mentioned above.

Section 1- commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principals: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) confidential / additional information and will not provide to any Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the chief vigilance officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/ contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principals during participation in the tender process and during the contract execution.
 - a. The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s) contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly for purpose of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any similarly the Bidder(s)/contractor(s) if Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agent of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos.6-7)
 - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of section 2, above or in any other form such as to put their reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings” Copy of the “Guidelines on Banning of business dealings” is placed at (page nos. 8-17)

Section 4- Compensation of damages

- (1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to earnest money deposit/Bid security
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years

with any other Company in any other country confirming to the ant-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6- Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of sub-contracting, the Principal contractors shall take the responsibility of the adoption of Integrity pact by the Sub-contractor.
- (2) The principal will enter into agreement with identical condition as this one with all Bidders and Contractors.
- (3) The principal will disqualify from the tender process all bidders who do not sign this pact violate its provisions.

Section 7- Criminal charges against violating Bidders(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains Knowledge of conduct of bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Chief Vigilance Officer.

Section 8- Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this pact after approval by Central Vigilance Commission. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not Subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO, IOB
- (3) The Bidder(s)/Contractor(s) accepts that the monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non-Disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’ In case of any conflict of interest arising at a later date, the IEM Shall inform MD & CEO, IOB and recuse himself /herself from that case.
- (5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal 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. Beyond this, the Monitor

has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to MD & CEO, IOB within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD & CEO IOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO IOB, 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) The word 'Monitor' would include both singular and plural.

Section 9- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 Months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by MD & CEO and Managing Director of IOB.

Section 10- Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal, i.e. Chennai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issue like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity pact and its Annexure, the clause in the Integrity pact will prevail.

(For & On behalf of the principal)

(For & On behalf of Bidder/ Contractor)

(Office seal)
Place -----
Date -----

(Office seal)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Checklist

(To be filled by Bidder)

- Have you signed in all the sheets? Yes/No
- Whether Application Fee enclosed? (for downloaded applications only) Yes/No
- c Whether copy of PAN and GST enclosed? Yes/No
- d Whether requisite application fee by cash/DD is paid? Yes/No
- e Whether Declaration Certificate as per Sl. No. (v) of Evaluation Criteria enclosed? Yes/No
- f Whether proof for year of establishment enclosed? Yes/No
- g Whether proof for average annual financial turnover enclosed? Yes/No
- h Whether Proforma – 1 and Proforma – 2 (2a, 2b, 2c) filled up / signed and enclosed? Yes/No
- i Whether Integrity Pact, duly signed on Stamp Paper enclosed? Yes/No
- Whether documentary proofs for having satisfactorily undertaken the works (as detailed in Proforma -2) are enclosed? Yes/No
- If yes, number of certificates enclosed:

Name of the Bidder / Firm / Company :

