



इण्डियन ओवरसीज बैंक Indian Overseas Bank

क्षेत्रीय कार्यालय REGIONAL OFFICE

**सुरक्षा विभाग Security Department
131, East Car Street, Tirunelveli Town
Tirunelveli - 627006**

दूरभाष TEL : 04622320817

2003security@iobnet.co.in

क्षे.का RO/ सुरक्षा Sec/CV/2024-25

दिनांक Dated : 16.07.2024

SUBJECT:- RFP FOR INVITING SEALED TENDERS FROM REPUTED AGENCIES FOR HIRING THE SERVICES OF FULLY OUTSOURCED CASH VANS (THREE Nos) INCLUDING ONE CASH EXECUTIVE TWO EX-SERVICEMEN ARMED GUARDS ONE DRIVER AND ONE CASH LOADER FOR EACH CASH VAN FOR THE MAHARAJA NAGAR COLONY CURRENCY CHEST TIRUNELVELI REGION .

DATE OF ISSUE OF TENDER DOCUMENT:-18-07-2024

LAST DATE FOR SUBMISSION OF TENDER DOCUMENTS: Up to 1100 hrs on 09.08.2024 at IOB Regional Office Tirunelveli.

In case the last date of issuance and/ or the date of receipt and opening of tender are declared as holiday, the respective date shall be treated as postponed to the next working day correspondingly.

COST OF TENDER DOCUMENT: Rs. 1000/- by DD in favor of Indian Overseas Bank issued by any **Scheduled Commercial Bank** during the bid period and payable at Tirunelveli (Non-refundable).

Pre-Bid Meeting on 23-07-2024 at 1200 Hrs at IOB, Regional Office, Tirunelveli.

Opening of Tender Forms (Technical Offer) at 1200 hrs on 09.08.2024 at IOB, Regional Office, Tirunelveli.

Opening of Tender Forms (Financial Offer): at 1200 hrs on 14.08.2024 at IOB, Regional Office, Tirunelveli.

- (i) **Earnest Money Deposit (Bid Security): Rs 1,50,000/- (Rupees One Lakh Fifty Thousand Only) by way of Demand draft in favor of**

Indian Overseas Bank, issued by any Scheduled Commercial Bank payable at Tirunelveli.

The tender documents can be downloaded from bank's website www.iob.in=> TENDERS (Section)=> Tenders.

Offers from agencies/ firms, which does not have their own offices and any Bank as their clients in the State of Tamil Nādu (for which documentary proof has to be submitted) will not be considered.

Prospective bidders may mail their queries and suggestions for any changes required to be made in the tender/ bid document through email on 2003security@iobnet.co.in or contact Ph No.8870840066 on or before **22.07.2024** and subsequent changes based on the suggestions and clarifications shall be displayed only on Bank's website and the same shall deemed to be part of the tender document. No suggestions or queries shall be entertained after **22.07.2024. Admissibility of the modification will be decided by the tender committee based on the merit of suggestion(s) received. Acceptability of suggestions are not assured.**

Bank reserves the right for rejecting any or all applications received without assigning any reasons whatsoever.

Chief Manager

Salient Points:-

The agency should have an average annual turnover of minimum 5 Crores (Rupees Five Crores) from CV operations for last three FYs.

The agency should have own minimum fleet size of 15 specifically fabricated cash vans. An undertaking and list of vehicles along with registration number and present place of deployment to be submitted by the agency.

Agencies which have local presence and experience in cash management will be given more weightage.

- 01. Gun License of the Ex-Servicemen armed guards to be valid in the state of Tamil Nadu.**
- 02. The guns to be inspected by an approved and authorized armorer and an armorer inspection report of the guns to be produced before introducing the cash van services.**

- 03. Guns to be inspected by an approved armorer once in two years**
- 04. Armed guards from other state will not be accepted**
- 05. Copy of pension details of the Armed guards may be enclosed for further verification**
- 06. The gun possessed by the Armed guard should be 12 Bore DBBL only. Last gun inspection details must be submitted.**
- 07. If not adhered to the above para Nos 01 to 06; contract may be cancelled straightway.**

The tender may be forwarded to the following address

**The Senior Regional Manager
Indian Overseas Bank
Regional Office, Nagercoil
131, East Car Street,
Tirunelveli Town, Tirunelveli
Pin Code 627006.**

TECHNICAL OFFER (ENVELOPE - I)

SECTION - I:-SCOPE OF WORK

- 1.1 To provide **THREE(03) Cash Vans** with crew members for Indian Overseas Bank, Maharaja Nagar Colony Currency Chest , Tirunelveli including **One Cash Executive, , Two Ex. Servicemen Armed Guards, One Driver and One Cash Loader For Each Cash van..**
- 1.2 The Armed Guard engaged with the Cash Van should be Ex-SM / Ex-CAPF and the Armed Guard should have a 12 bore DBBL or 12 bore Pump Action Gun licence in his name (12 bore Single Barrel Breach Loading gun will not be considered), along with 20 cartridges. The Gun Licence should be valid and operational in the geographical spread of the Region covering Tirunelveli, Nagercoil, Madurai, Tuticorin, Virudunagar and Tenkasi districts. The Gun has to be serviced annually by a certified armourer and the ammunition should be replaced once in two years
- 1.3 The vehicles used for cash van services should be new at the time of start of the agreement and should not be older than five years for renewal of agreement, and should not be older than 6 years, at expiry of extended agreement.
- 1.4 The vehicle will normally be engaged during the banking hours (ie eight hours per working day). However, if required the Bank has the right to call the vehicle on Second & Fourth Saturday, Sunday/ holiday and at odd hours. The extra hours will be paid as per the agreement executed between the bank and the Outsourced Agency.
- 1.5 Each cash van should be a specially designed and fabricated Light Commercial Vehicle (LCV) viz; Force Traveler/ TATA 407 or equivalent chassis with tubeless tyres, CCTV covering both compartments, road in front and road behind, and hooters.
- 1.6 The chassis should have a ground clearance 190 mm or above. The vehicle should accommodate 5 passengers and the passenger and cash cabin should be separated and inaccessible from passenger cabin.
- 1.7 The cash van must have the standard fittings/ facilities for transportation of cash in bulk quantity from Currency Chest (or Nodal Branch) to Branches and Vice Versa. The fitness of the cash van before deployment will also be approved by the Regional Security Officer.
- 1.8 The cash van must have following features:

- 1.8.1 CCTV covering both compartments, road in front and road behind, and hooter.
- 1.8.2 Collapsible grill gate and metal doors at the rear with Automatic locking facility when closed.
- 1.8.3 Inside partition (ie separate seating & cash storage) with chain and locking facility to keep the boxes properly secured.
- 1.8.4 The cash van should have locking system available with driver for all doors and switch/control should be available with the driver only to enable unlocking of the Cash Area, which can further unlocked using a Key.
- 1.8.5 First aid box with required medicines and should be replaced with fresh stock, prior to expiry date.
- 1.8.6 Anti-riot shield/ grill (wire mesh of not more than one square inch size) to protect front wind screen & side window glasses.
- 1.8.7 The Armed Guard should get adequate space to manoeuvre and fire the gun, irrespective of the vehicle chassis size.
- 1.8.8 Fire extinguisher(s).
- 1.8.9 Alarm system with GSM based auto-dialler and siren should be installed, with activation points with guard, driver and rear cabin..
- 1.8.10 GPS Tracking System.
- 1.8.11 Tubeless tyres.
- 1.8.12 Rear view-sliding slit in the driver's cabin to keep watch on cash boxes.
- 1.8.13 Provision of suitable fan at rear and front seating areas of the cash van.
- 1.8.14 The Outsourced Agency will do the modification(s) in the cash van (as required by the Bank) at its own cost.
- 1.8.15 Suitable light arrangements in driver, cash storage and rear guard compartments, including emergency light.
- 1.9 The contract shall be for a period (tentatively) of **THREE (03) years** and may be renewed under mutual agreement for the rates and terms agreed upon at the time of commencement of the contract including enhancement if any. However the renewal will be based on the

requirement of the bank and satisfactory performance of the outsourced agency.

- 1.10 **The present requirement of cash van along with associated workforce at Maharaja Nagar Colony Currency Chest, Tirunelveli Region is for THREE Cash Vans.** However, on subsequent date the actual requirement may vary from the projected quantity as per the requirement of the Bank. The same will be intimated to the Outsourced Agency through work orders/ Order Cancellation issued by Regional Office from time to time.
- 1.11 In case of a requirement, the Bank may utilize the vehicle for any other official purpose other than cash transportation and can send it outside Tamilnadu at its own discretion.
- 1.12 The services of cash vans may require at the Branches of other districts other than Tirunelveli, Nagercoil, Madurai etc at its own discretion.

SECTION - II: TERMS & CONDITIONS

- 2.1 The Outsourced Agency should be an individual/ registered company/ firm involved in providing "Cash Van" services to Scheduled Commercial Banks for the **past five years** as on Tender Issue date. Documentary evidence in support of the same should be enclosed with the technical bid.
- 2.2 The Outsourced Agency should be registered with EPF, ESIC and GST departments. Kindly submit self-attested copies of each.
- 2.3 The Outsourced Agency should have PAN. Kindly submit self-attested copy. Similarly, the Outsourced agency should be filing IT Return and, should be profitable and paying income tax during the preceding 2 years (copy of IT return to be submitted).
- 2.4 The antecedents of ESM armed guard (or Ex-CAPF), driver, cash executive and loader contractor must be ascertained by the Outsourced Agency before deployment. In addition, the Outsourced Agency to provide the deployment letter for all cash van crew along with their Biodata, proof of identity with photographs, proof of residence duly attested to Currency Chest In-charge/ Nodal Branch Manager. **No crew will be permitted to accompany cash without fulfilling above mandatory requirements.**
- 2.5 The Outsourced Agency to arrange for the Police verification of all the personnel deployed by it in the cash van. A copy of the same will be handed over along with the deployment letter to the officer in-charge Currency Chest/ Nodal Branch Manager before deployment. Accordingly, copy of Police Verification and KYC record of reserve crew

strength should also be submitted. The Outsourced Agency will be directly responsible for the action of its employees.

- 2.6 All the staff/ crew deployed on the cash vans should be in uniform while on duty and must be issued with Company Identity Cards duly authenticated by the Executive/ Officer of the company. The cash van crew shall not be changed without prior permission of the officer in-charge Currency Chest/ Nodal Branch Manager or Regional Security Officer.
- 2.7 The Outsourced Agency will ensure that the Cash Van provided is in proper working condition. In case of a breakdown, the Outsourced Agency will provide replacement cash van to ensure uninterrupted service, during the tenure of the Agreement. Routine maintenance and servicing of vehicle is to be planned and carried out on Bank holidays.
- 2.8 In case of emergency / non availability of Cash Van, a **7 seater** Taxi may be provided along with the existing crew strength (such situation will invite a fixed penalty of 50% of day's cost of the cash van per day, during first instance and penalty of 125% of day's cost of the cash van per day during subsequent instances). Similarly, in case of absence of any of its employee(s), the Outsourced Agency will provide suitable replacement immediately.
- 2.9 The charges for fuel, oil lubrications and maintenance of cash van shall be the responsibility of the Outsourced Agency.
- 2.10 No hike on account of fuel, oil, lubrications shall be given by the Bank within the period of contract. The rates quoted at the time of initial agreement will prevail during renewal of the contract, which would include the annual enhancement agreed upon at the time of commencement of initial operation, if any.
- 2.11 The Outsourced Agency should have a minimum net worth requirement of Rs.5/- Cr (Rupees Five Crores) & own a minimum fleet size of 15 specifically fabricated and customised cash vans.
- 2.12 The vehicle registration, insurance, vehicle pollution certificates, road tax, permit etc will be arranged by the Company at its own cost. The driver will carry the driving license and relevant documents (in original) in the vehicle. A photocopy of these documents will be handed over to the Currency Chest / Nodal Branch in charge. All such documents will be renewed well in time by the company, at its own cost.
- 2.13 The Outsourced Agency will arrange for the payment of the toll tax as and when required. Details of such payment should be recorded and put up to Currency Chest / Nodal Branch in charge, as a separate consolidated

demand, while submitting the monthly bill. The same will be reimbursed by the Currency Chest / Nodal Branch on monthly basis, after verification of record(s).

- 2.14 The Outsourced Agency shall, at all times, during the subsistence, keep the vehicle in road worthy conditions and shall follow all the rules regarding Emission Norms.
- 2.15 The Outsourced Agency will maintain a logbook for recording the details of daily run. All the repairs whether it is major, or minor including routine servicing and change of major spares of the vehicle will be entered in the logbook. The driver of the cash van will get the logbook authenticated by officer in-charge Currency Chest/ Nodal Branch Manager, on daily basis.
- 2.16 The monthly bill by the Outsourced Agency would be presented to officer in-charge Maharaja Nagar Colony Currency Chest, Tirunelveli along with copy of receipt for payment of EPF & ESIC by 06th of succeeding month. The payment by the Outsourced Agency to the Cash Executive, Armed Guards, Driver and Loader would require to be made into their Bank Accounts by **07th of succeeding months**, irrespective of the fact that the collection of its payment from the bank is in process for the given month.
- 2.17 Cash vans should reach the attached Currency Chest (M. N Colony) Tirunelveli or as decided by the Bank or at the destination point as the case may be by **0945 AM. The normal working hours will be from 09.45 AM to 05.45 PM.**
- 2.18 **In case the Cash Van/ Cash Executive/ Driver/ Loader/ either of the Armed Guards fails to turn up on any working day or there is a delay of half an hour or more, a penalty @1.5 times the hourly rate (ie cost including Cash Van and all manpower) for the hours lost on pro-rata basis will be debited from the monthly bill. For this, the total monthly amount will be divided by [24 (working days) X 8 (working hours per day)] to calculate the hourly rate.** Egs:- Cash Van or any Crew member late by > 10 minutes
- | | |
|--|----------------------|
| - 30 % of daily rate, per instance | |
| a) Cash Van late by > 30 minutes | - 50 % of daily rate |
| b) Cash Van or any Crew member late by > 45 minutes | - 75% of daily rate |
| c) Cash Van or any Crew member late by > 60 minutes | - 100% of daily rate |
| d) Cash Van or any Crew member late by > 90 minutes | - 150% of daily rate |
| e) Cash Van or any Crew member not available for a day | - 200% of daily rate |
- 2.19 Bank reserves its right to recover the penalty amount by any mode such

- as adjusting from any payments to be made by the Bank to the Outsourced Agency.
- 2.20 An agreement between the bank and the Outsourced Agency shall be signed on a Rs. 100/- stamp paper as applicable and all expenses on this account shall be borne by the Company.
- 2.21 Bank reserves its right to reject any/ or all the applications without assigning any reasons whatsoever.
- 2.22 The Technical Bid must be submitted in an organized and structured manner with each sheet/page serially numbered, signed and rubber stamped. No brochures / leaflets etc. should be submitted in loose form. Only one bid per bidder will be accepted. Submission of multiple bids would render all the bids submitted by the bidder duly rejected.
- 2.23 The Outsourced Agency shall take necessary security measures/ precautions to safeguard the cash in Transit.
- 2.24 **The successful Vendor should furnish documentary proof to establish having availed Fidelity insurance coverage for a Minimum amount of Rs. 5 Crores, covering any undesirable act(s) by their employees or outsourced staff, directly or indirectly associated with the activity of Outsourced Cash van. Workmen compensation, Third party liability, all risks insurance policies.**
- 2.25 Cash van service may be utilized in different state viz **Kerala, Karnataka & Tamilnadu** as special cases. While quoting rates, vendor to assess the service tax to be paid in those states, as later on Bank won't bear any charges for service tax and other statutory taxes to be paid by the Vendor. **Apart from that, the Gun License of the Ex-Servicemen armed guards to be valid in the whole state of Tamil Nadu.**
- 2.26 The cash van assigned to us through this tender should not be engaged with any other agency / institution for providing any kind of services including Cash Van service(s) or for ferrying cash or treasures, during the currency of contract with us. Sub-contracting of the main contract cannot be allowed. The entire staff should belong to the agency only.
- 2.27 Similarly, the cash van should not be used for ferrying cash or treasures pertaining to any other agency, while performing Cash Van requirements of the bank, which is also applicable to the Cash van crew in their personal capacity.
- 2.28 A list of "Additional Crew Members" (Armed Guards, Driver, Cash Executive & Loader) is to be provided in advance, with antecedents and related documents, and they may be used as replacements against Leave / Absence, but with due permission
- 2.29 In case of absence of any of its employee, the agency will provide suitable replacement immediately.
- 2.30 **The guns to be inspected by an approved and authorized armorer and an**

armorer inspection report of the guns to be produced before introducing the cash van services.

- 2.31 **Armed guards from other states are discouraged mainly due to jurisdiction issues of their Gun License.** The Ex-Servicemen provided by the CV agency should not have his age above 55 years and the driver must have a valid commercial license.
- 2.32 **Copy of pension details of the Armed guards may be enclosed for further verification of Regional Security Officer.**
- 2.33 The gun possessed by the Armed guard should be of 12 Bore DBBL category only.
- 2.34 The agency should be a profitable organization and paid Income Tax during the last three years out of last preceding four years.
- 2.35 The bidder should not have been debarred / blacklisted by any bank during preceding 3 years from date of initial Tender advertisement.

3. Two Bid Offer System:

The offer will be in two parts: **Technical Bid & Commercial Bid**. Both the Bids **should be submitted in separate sealed covers** duly super-scribed "**Technical Bid for Providing "Cash Van Services"**" and "**Commercial Bid for Providing "Cash Van Services"**" respectively. Both the sealed envelopes should be placed in another sealed envelope super-scribed "**Offer for providing Cash Van Services"**" and should be submitted latest **by 1200 hrs on 09.08.2024.**

The offer should be submitted to

**The Senior Regional Manager,
Indian Overseas Bank, Regional Office,
131, East Car Street, Tirunelveli Town,
Tirunelveli-627006, Tamil Nadu**

4. BANK GUARANTEE (PERFORMANCE)

- 4.1 **Participating vendor(s) to submit an EMD of Rs.1,50,000/- by way of DD Drawn in Favor of Indian Overseas Bank, payable at Tirunelveli.** The DD (if submitted) will be returned to all unsuccessful bidders on completion of the Tender process. A security (performance guarantee), as mentioned in succeeding paragraph(s) will be obtained from the successful bidder and the EMD submitted by them, if any, will be returned, on receipt of the Bank Guarantee.

- 4.2 Successful bidder(s) will require to submit security equivalent to 5 % of annual contract value rounded off to nearest multiple of 100, by way of a Bank Guarantee (Performance), in the name of Indian Overseas Bank, valid for a period of 62 months, drawn from any Indian Scheduled Commercial Bank, as per the format attached as **Annexure-G** (*Bank Guarantee is not a part of Bid documents*). The Security, as mentioned above, will have to be submitted within 10 working days from receipt of Offer Letter by the successful bidder or on receipt of confirmation regarding being selected, whichever is early.
- 4.3 Any bidder, having participated in the tender submitting Exemption Certificate (eg. NSIC) in place of Tender Fee and EMD, upon receiving Offer Letter (or Official intimation) fails to submit the Bank Guarantee (Performance) within the stipulated period of 10 working days, will be debarred from participating in Tender for Cash Van or Security Services conducted by any Region / Office of Indian Overseas Bank, for a period not less than 36 months from date of selection intimation.

(The Earnest Money Deposit will be refunded to unsuccessful bidders. The Earnest money paid by the successful bidder will be **converted into Security Deposit** and would be released only after completion of the contractual period. No interest will be payable on the Earnest Money Deposit / Security Deposit. If the Outsourced Agency fails to provide the services of the Cash Van along with the required manpower within the agreed period as per the final agreement, then the agreement may be cancelled, and earnest amount forfeited. In such case, the Outsourced Agency will have no claim for the Earnest Money whatsoever).

5. **TECHNICAL OFFER: (ENVELOPE - I)**

The Technical Offer should be complete in all respects. It should comprise of following details and supporting documents:

- 5.1 Covering letter in the prescribed format. (**Annexure-I**).
- 5.2 **Earnest Money Deposit of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only), in the form of a demand draft issued by a Scheduled Commercial Bank favoring Indian Overseas Bank, payable at Tirunelveli.**
- 5.3 Outsourced Agency s' profile in the prescribed format. (**Annexure-II**).

- 5.4 Specifications of the Cash Van planned to be provided.
- 5.5 All the pages of the technical & commercial bids will be serially numbered and signed by appropriate authority.
- 5.6 The agencies registered under Single Point Registration Scheme of NSIC, which are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) as notified by NSIC, Ministry of Micro Small & Medium Enterprises (MSME), Government of India, New Delhi shall be exempted from payment of Tender Fee & Earnest Money Deposit (EMD) for participating in the Tender.
- 5.7 However, the exemption for payment of Tender Fee & Earnest Money Deposit (EMD) for qualifying in the Technical Bid shall be subjected to submission of current and valid Registration Certificate from NSIC, Ministry of MSME, Govt. of India as on Tender issue date. Please note that the exemption is applicable only for participation and the successful bidder is required to submit Bank Guarantee (Performance), as mentioned in the above paragraph(s).

COMMERCIAL OFFER (ENVELOPE - II)

6. COMMERCIAL OFFER (PRICE BID):

- 6.1 The Commercial Offer should contain the rates quoted **in Indian Rupees** in the prescribed format only. The Commercial Offer should not contradict the Technical Offer in any manner.
- 6.2 The price quoted should be inclusive of cost for providing one Cash Van **(Specially designed and fabricated Light Commercial Vehicle viz: Force Traveler/TATA 407/Equivalent chassis , with tubeless tyres, CCTV covering both compartments along with road in front and rear, and hooters** with a seating capacity of five personnel including one rear seat, one Cash Executive, two Ex-Servicemen Armed Guards (or Ex-CAPF), one Driver and one Loader.
- 6.3 The charges for the manpower deployed with the cash van would be **inclusive of Minimum Wages laid down by the Government including its anticipated revision from time to time, Cost of Training, Miscellaneous Cost and Service Charges.**

6.4 **GST will be paid by the bank as per the extent guidelines.**

6.5 The Bank will shortlist bidders, who satisfy the requirements laid down in technical bid of the tender document. The commercial Bids of only the short-listed bidders will be opened. Short listed bidders will be notified by e-mail or Telephone. The bidder may be present at the time of opening of the Technical and Commercial Bids.

6.6 No advance will be paid by the bank to the Outsourced Agency for providing cash van services.

6.7 Bank will recover TDS as applicable from the monthly bill.

6.8 The commercial bid will be done on the basis of amount quoted for providing complete services including the Cash Van and all its crew.

6.9 The agreement shall be on a fixed rates basis. No upward revision in the rates would be considered during the period of agreement, other than that enhancement mentioned in the commercial bid and subsequently in the agreement. Hence, the participant is to Quote rates keeping in mind the likely revision of wages and possible hike in commodity price, during course of engagement.

6.10. The contract shall be for a period of 3 year and may be renewed on mutual consent as per requirement of the bank based on satisfactory performance by the Outsourced Agency, at the rate and related terms as per the initial agreement.

7. **No Erasures or Alterations:**

Technical / Commercial details must be filled up. Corrections or alterations if any should be duly authenticated.

8. **PSARA license**

The Service Provider must hold Private Security Regulation Act – 2005 (PSARA) License for operating in **State of Tamil Nadu**. Further, copy of agreement between the main agency and sub agency (if any) must be provided along with the Tender documents, for areas where PSARA license is regulated by respective State Government.

09. **Validity of Offer:**

The offer should be valid for period of 90 days from the last date for submission of the tender.

10. **No Commitment to Accept Lowest or Any Tender.**

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reasons whatsoever.

11. **Opening of Technical & Commercial bids**

Technical Offers will be opened on 09.08.2024 at 1200 hrs & opening of Commercial bid will be on 14.08.2024 at 1200 Hrs. The bidders may be present at the time of opening of the Technical / Commercial Offers.

12. **Order Cancellation:**

If the vendor fails to provide the Cash Van services within a period of 15 days or the extended date communicated by the Bank, it will be considered as breach of contract. The Bank reserves the right to cancel the work order in the event of delay in deployment of the cash van along with associated manpower and invoke the Bank Guarantee (Performance).

13. **The bank may enter into agreement for hiring of the cash van services with one or more Outsourced Agencies if the number of CV are 2 or more, in 2 : 1 ratio. Work order will be given to L1 bidder in case of engaging a single van. In case the L1 bidder fails to provide satisfactory service, then its work order would be cancelled, and work reassigned to L2 or L3 bidder in that sequence at the rate of L1.**

14. Bank reserve the right to terminate the contract with immediate effect in case the Outsourced Agency fail to provide satisfactory services or fail to take adequate security measures or not adhering to terms & conditions of the tender/ agreement.

15. In other cases, Bank reserves the right to terminate the agreement during contract period after giving one month notice to the Outsourced Agency. The Outsourced Agency will have the right to terminate the agreement during the contract period after giving three months' notice to the Bank.

16. In case of any legal or other dispute related to this tender, courts in Tamil Nadu shall have exclusive jurisdiction.

Secrecy of Information involving Cash Movement.

- (i) Maintaining the secrecy of information involving cash movement is extremely important. Therefore, the agency engaged for cash van management needs to strictly follow the procedure laid down by the bank to deny the information to persons/ outsiders who are not involved.
- (ii) Accordingly, the amount of cash to be remitted will be shared with the cash custodian only.
- (iii) The details of the cash van movement i.e. the destination and route to be followed will be shared with the cash van crew just before commencement of the actual movement.
- (iv) Night movement of the cash van should be discouraged.
- (v) Strict instruction to be given to cash custodian for not disclosing the information regarding cash remittance to other cash van crew/ persons who are not directly involved in specific cash remittance activities.

17. Integrity Pact:

The Central Vigilance Commission (CVC) has advised Government Organisations including Public Sector Banks to adopt Integrity Pact voluntarily in their major procurement activities as a prerequisite. 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. Jojneswar Sharma, IDES (Retd) has 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.

The Integrity Pact, duly executed on Rs.100 Stamp Paper (signed in all pages), shall be submitted, along with the Technical Bid.

Draft copy of the Integrity Pact is enclosed as **Annexure - IV**

Annexure – I ((Letter to the bank on the Outsourced Agency's letterhead))

To

The Senior Regional Manager
Indian Overseas Bank
Regional Office, Tirunelveli.

Dear Sir,

TENDER FOR PROVIDING THREE FULLY OUTSOURCED CASH VAN INCLUDING ONE CASH EXECUTIVE, TWO Ex-SERVICEMEN ARMED GUARDS, ONE DRIVER AND ONE LOADERS FOR EACH VAN AT MAHARAJA NAGAR COLONY CURRENCY CHEST , TIRUNELVELI.

With reference to the above tender notice, having examined and understood the terms and conditions forming part of the tender forms, we hereby enclose our offer for providing the cash van services to include **THREE FULLY OUTSOURCED CASH VAN INCLUDING ONE CASH EXECUTIVE, TWO Ex-SERVICEMEN ARMED GUARDS, ONE DRIVER AND ONE LOADER FOR MAHARAJA NAGAR COLONY CURRENCY CHEST, TIRUNELVELI.**

We confirm that we have not been disqualified / debarred by any PSU bank from providing the subject services.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the tender documents.

We also confirm that the offer shall remain valid for 90 days from the last date for submission of the offer.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has the right to reject the offer in full or in part without assigning any reason whatsoever.

We enclose herewith a Demand Drafts for Rs. 1,50,000/- Rupees One Lakh Fifty Thousand Only) and Rs. 2000/- (Rupees Two Thousand) favoring Indian Overseas Bank payable at Tirunelveli towards Earnest Money Deposit and Tender Fee. The details of the same are as mentioned below:

Demand Draft No.s:
Date of Demand Drafts:
Name of Issuing Bank:

Yours faithfully,

Authorised Signatory

Date:

(Name & Designation, Seal of the Firm)

OUTSOURCED AGENCY PROFILE &
TECHNICAL BID

(On the Outsourced Agency's letterhead)

**(FOR PROVIDING CASH VAN SERVICE INCLUDING ONE CASH EXECUTIVES, TWO
ESM ARMED GUARDS, ONE DRIVER AND ONE LOADER PER CASH VAN FOR
MAHARAJA NAGAR COLONY CURRENCY CHEST, TIRUNELVELI.**

Sl. No.	Description	Details Provided	Page No.
1.	Name of the Outsourced Agency		
2.	Address (Head Office)		
3	Local Office Address		
4	Local Office Address near to Salem/Pondicherry with name of the contact person and contact Nos		
5	Details of Local and nearest Bank Clients providing cash management services		
5	Contact / Fax Number(s)		
6	Email Id		
7	Status of Firm (Proprietorship/ Pvt Ltd Co. / Partnership firm/ Any other).		
8	Name of the Proprietor/ Partners/ Directors (with professional qualifications, if any).		
9	Year of establishment. Whether registered with Registrar of Companies /firm. If so No. & Date.		
10	Years of experience in Cash Van Services.		
11	Registration details (State Govt) - Shops & Est Act.		
12	EPF Registration details.		
13	GST Registration details.		
14	ESIC Registration details.		
15	PAN Card details.		
16	ISO Certification details.		
17	PSARA License details & Validity		
18	Details of Clients in Tamilnadu where the agency has been providing same services (Enclose copies of running contract agreement). Without any current and running valid proof, tender may not be accepted.		
19.	Details of vehicles to be offered for the Bank and its specifications		
20	Details of vehicles owned and possessed by the agency		
29	Any additional information.		

Details of Organizations to which Cash Van Services are Being Provided

(Copies of latest satisfactory completion certificate obtained from minimum three Banks shall be enclosed)

Preference will be given for agencies having Local presence and local Bank Clients in Tamilnadu State as a successful agency

Sl. No	Name of the Organization	Name of Contact Person	Ph No & email Id	No of Cash Vans	Date of contract	Certificate Attached
						Yes / No

Date:

Authorised Signatory
(Name & Designation, Seal of the Firm)

DECLARATION - I
(On Outsourced Agency's letterhead)

I/ We have read the terms and conditions and have given all information required by the Bank.

The information furnished by me/ us is correct to the best of my knowledge and belief.

I / We agree that If, information furnished by me/ us 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 stage, my/ our application/ agreement will be cancelled and EMD/ security deposit will be forfeited and I/ We will be solely responsible for the consequences.

I/ We agree that the decision of Indian Overseas Bank in selection of Outsourced Agency for Cash Vans will be final and binding on me / us.

I/ We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets/ annexure.

I/We understand Bank is not bound to accept any proposal they may receive and that the evaluation would be carried out based on the applicable eligibility criteria and supported documents submitted by me/ us.

I/We agree to pay all the taxes/ insurance/ statutory charges as levied by Government/ Local authorities.

Date:

Authorised Signatories
(Name & Designation, Seal of the Firm)

DECLARATION - II
(On Outsourced Agency's letterhead)

I / We declare that I/we will adhere to the provisions of the following acts (as amended from time to time): -

1. The Payment of Wages act, 1936.
2. The Industrial Dispute Act 1947.
3. The Minimum Wages Act 1948.
4. The Employee Provident Funds and Miscellaneous Provisions Act 1952.
5. The Payment of Bonus Act 1965.
6. The Contract Labour (Regulation and Abolition) Act 1970.
7. The Payment of Gratuity Act 1972.
8. The Equal Remuneration act 1976.
9. The Inter State Migrant Workman (Regulation of Employment and Condition of Service) Act 1979.
10. The ESI Act.
11. **The Private Security Agency Regulation Act, 2005**

Date: Authorised Signatory
(Name & Designation, Seal of the Firm)

COMMERCIAL BID

(On Outsourced Agency's letterhead)

TENDER FOR PROVIDING CASH VAN INCLUDING ONE CASH EXECUTIVE, TWO ESM ARMED GUARDS, ONE DRIVER AND ONE CASH LOADER FOR MAHARAJA NAGAR COLONY CURRENCY CHEST, TIRUNELVELI.

Sl.No.	Description (for One Cash Van and its 5 crew Members)	Rates (Inclusive of Service Charge)
1.	Provisioning of *One Cash Van up to 4000/4500 KMs* per month (along with one Cash Executive, two ESM Armed Guards, one Driver and one Loader)	For 4000 KMs: Rs For 4500 KMS Rs
2.	Additional Charges Per KMs Beyond 4000/4500 KMs (Monthly). To be calculated less than or equal to 0.01% of monthly rate quoted above.	,
3	Additional Charges Per Hour Per One Person Beyond 8 Hrs (Per Day) . To be calculated less than or equal to 0.25% of monthly rate quoted above.	** (Rate x one person x one hour) x 5 = Total Rs
4	Annual enhancement (on Sl no.1 only) of rate proposed by the bidder (not less than 0.5 %, not greater than 4 %)	

Note: The commercial Bid will be on the basis of amount quoted at Sl. No. 1 above. However, the tender committee will also evaluate figures quoted in other columns with a speculative figure, in order to avoid any possible manipulation. GST (extra) will be paid by the bank as per extant guidelines.

*** Unit rate of One cash van and its crew members may only be quoted**

****** Additional Charges to be calculated as per the above formula.

Date:

Authorised Signatory
(Name & Designation, Seal of the Firm)

(On Rs 100 Stamp Paper)
PRE CONTRACT INTEGRITY PACT

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month & year), between, on one hand, Indian Overseas Bank acting through Shri/Smt _____, Designation of the _____ officer of Indian Overseas Bank, a nationalised 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/Smt _____, 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 / authorised / 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 Nationalised 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 organisational 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 or 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, organisation 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, organisation 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 / authorised / 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 unauthorised 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/ Nationalised Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalised 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 acknowledge and undertake 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 organisational 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 Scheduled Commercial 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 Nationalised 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 utilised 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 Independent External Monitors [hereinafter referred to as Monitors] for this Pact in consultation with the Central Vigilance Commission. They are,

- 1. Sh. Dilip Vithoba Sonpipare, IOFS (Retd)
Plot No.236, Yashoda Nagar, Khat Road,
Bhandara, Maharashtra 441904, Ph No 9423118793
Email : sonpiparedv@gmail.com

2. Shri. Kashinath Behera IAS (Rtd)
AC39, Khwaabgaah CO Operative Housing Society Ltd
2nd floor, flat No 2 A
Street Nos 43 & 48
Action Area 1 A
New Town Rajarhat, Kolkotta, PIN 700156 Ph No 8617234530
Email: beherakn54@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 documents 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 authorised 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 authorised 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. _

