



CORPORATE OFFICE, ESTATE DEPT

**CORPORATE OFFICE
ESTATE DEPARTMENT,
CHENNAI**

**INVITES E- AUCTION
FOR**

**SALE OF BANK'S OWN PROPERTY SITUATED
AT
PREMISES NO.2/1, NANDI STREET,
KOLKATA – 29, WEST BENGAL**

This Auction document has 29 pages.





Under Jurisdiction of Kolkata Courts Only

**Indian Bank
Estate Department
Corporate Office,
No.254-260,
Avvai Shanmugam Salai,
Royapettah, Chennai – 600014
Email: hoestate@indianbank.co.in
Phone: 044-2813 4616, 4498,4401**

E-auction Notice

Submission of Technical Bid for E-auction	13/07/2023, 03:00 PM
--	-----------------------------



1. **BACKGROUND**

Indian Bank (the "Bank") is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 with its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai –600014.

The Bank is desirous of selling Bank's Own immovable Property (Residential Property) situated at Premises No.2/1, Nandi Street, Kolkata – 29, West Bengal. The Property will be sold on an "as is where is, whatever there is basis".

The Bank invites e-auctions under 2-bid System for sale of aforesaid property as per details & proforma given in this document.

- 1.1 **Any further addenda/ corrigenda / extension of dates / clarifications/ responses to Bidders' queries in respect of the above e-auction shall be posted only on the Bank's website at www.indianbank.in & <https://www.tenderwizard.com/indianbank> and no separate notification shall be issued in any newspapers.**

2. **DISCLAIMER**

The information contained in this E-auction document or information provided subsequently to the Bidders by the Bank on the terms and conditions set out in this Auction document and all other terms and conditions, subject to which such information is provided, is being provided to the Bidders for the purpose of inviting E-auctions and does not constitute nor should be interpreted as an offer. This E-auction document is meant to provide information only and the Bidders acknowledge that it shall be used only for the purpose of preparing and submitting the E-auction and for the purpose necessarily associated herewith and for no other purpose whatsoever. This E-auction document has not been filed, registered or approved in any jurisdiction. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this E-auction document and wherever felt necessary to obtain independent advice. The Bank makes no representation or warranty and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this E-auction document. The information contained in this E-auction document is selective and is subject to update, expansion, revision and amendment.

The Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this E-auction document and/or the E-auctioning process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed on the website of the Bank at www.indianbank.in & <https://www.tenderwizard.com/indianbank> . Any information contained in this E-auction document will be superseded by any later written information on the same subject made available/accessible to the Bidders by the Bank. All information about the Bank and furnished by the Bidders to the Bank in the context of this e-auction shall be deemed to be "**Confidential Information**" for purposes of this E-auction document. Information provided in this E-auction document is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, the Bank does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidders upon the statements contained in this E-auction document.



The Bank reserves the right to reject any or all bids received in response to this E-auction document at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of the Bank shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the E-auctioning process.

While this E-auction document has been prepared in good faith, neither the Bank nor its employees, Bidders, officers, and executives make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Nothing in this E-auction document shall be construed as legal, financial or tax advice. Any liability is accordingly expressly disclaimed by the Bank, its Bidders, employees, officers, executives, affiliates, their respective officers, employees and agents even if any loss or damage is caused by any act or omission on the part of the Bank, its officers, employees, Bidders, executives, affiliates, their respective officers, employees and agents, whether negligent or otherwise.

3. **TIME SCHEDULE OF THE E-AUCTION PROCESS:**

S. No.	Particulars	Date and Time
1	Date of commencement for request of E-auction Process (i.e. Publication of NIT in Newspapers and Uploading of E-auction Document on the Bank's website & https://www.tenderwizard.com/indianbank)	Date: 23/06/2023 Time: 11:00 AM
2	Date and Time for receipt of Written queries for clarification from bidders	Date: 30/06/2023 Time: 11:00 AM
3	Date and time for issuing clarification to queries from bidders.	Date: 04/07/2023 Time: 17:00 HRS
4	Last date and time for submission of e auction including Technical Bids, EMD and required documents (E Auction Due date) The Technical bids will be opened on	Date: 13/07/2023 Time: 15:00 HRS
5	Date and Time for E auction	Date: 18/07/2023 Time: 15:00 HRS

4. **DEFINITIONS**

Capitalized terms used in this E-auction document, will have the following meanings unless the context requires otherwise.

4.1 **"Bank"** means Indian Bank, a body constituted under the provisions of the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014.

4.2 **"Day"** means the Bank's working day as defined under Negotiable Instrument Act, 1881.

4.3 **"LoA"** means the letter of Acceptance to be issued by the Bank to the successful Bidder in accordance with provisions of this E-auction document.

4.4 **"Parties"** means, collectively the Bank and the Bidder / selected Bidder as the context may require and "Party" means any of them individually.

4.5 **"Personnel / Professional"** means employees, officers, partners, directors,

E-Auction for sale of Nandi Street Property in Kolkata, West Bengal

Page 4



executives, staff and personnel of the Bidder.

- 4.6 **"Property"** means the entire Property Owned by the bank Residential Property) situated at Premises No.2/1, Nandi Street, Kolkata – 29, West Bengal. The Property will be sold on an "as is where is whatever there is basis"
- 4.7 **"E-auction"** means the Technical Bid, EMD and other documents submitted and price quoted in e-auction portal in response to this E-auction document by the Bidder.
- 4.8 **"E-auction document"** means this **"invitation of E-auction"** document prepared by the Bank for Sale of Property including any subsequent clarification, amendment, modifications issued by the Bank hereto.
- 4.9 **"Bidder"** means any individual, entity, body corporate or a firm who is submitting its E-auction Document in response to this E-auction notice for purchase of Bank's Property. **Bidder must have valid digital certificate, well in advance to participate in the online auction. Interested bidders will have to register themselves (free of cost) in the e-Auction portal <https://www.tenderwizard.com/indianbank>, to get the user id and password, well in advance.**
- 4.10 **"The buyer"** means the successful Bidder of this e-Auction process who fulfil the eligibility criteria for bidding and quote highest price to buy the Properties.
- 4.11 **"Sale Deed"** means an instrument to be signed by the Bank in favour of successful Bidder to transfer the ownership of the Property in exchange of price paid / consideration equivalent to price quoted by the successful Bidder in the e-auction portal in response to this e-auction.
- 4.12 **"Service Provider for e-auction"** means M/s Antares Systems Limited, represented by Mr. Gunaseelan M.
- 4.13 **"E-auction portal"** means <https://www.tenderwizard.com/indianbank>

1. **OBJECTIVE OF E-AUCTION**

- 1.0 The Bank intend to sell its own Property. The details of which are set out below, by way of public auction (E-auction only).

Sl. No.	Particulars (Residential Space)	Covered area (in sq. feet)	Reserve Price (INR) for flat	EMD (INR) for flat
1.	Residential Property situated at Premises No.2/1, Nandi Street, Kolkata – 29, West Bengal	<u>Area of Plot – 3300</u> Plinth Area- 2336 First Floor- 2173 Second Floor -2173 Third Floor – 2032 Fourth Floor – 730 Total – 9,444 Sqft	5,06,00,000	50,60,000



- 1.1 The above mentioned Land and Building area is as per Bank's record. However, the intending Bidders are advised to verify the area before quoting the price.
- 1.2 The Property are to be sold on "as is where is whatever there is basis" for Lump-Sum consideration quoted by the successful Bidder in the e-auction, not on area measurement basis. (excluding Machinery, Furniture and Fixtures)

2. Inspection of Property & title related Documents-

- 2.0 The intending parties may inspect the site / Property with Officials of Indian Bank, Zonal Office Central, Third Floor, 14, India Exchange Place, Kolkata – 700001 from 26/06/2023 to 30/06/2023.
- 2.1 The intending parties may inspect the photocopies/ certified copy of title Deed and other Property related available documents at Indian Bank, Zonal Office Central, Third Floor, 14, India Exchange Place, Kolkata - 700001 (Contact- Shri Saroj Moharana, Sr. Manager) on 26/06/2023 to 30/06/2023

3. ELIGIBILITY CRITERIA

E-auctions may be submitted by an individual, proprietorship firm, partnership firm, limited liability partnership, company, PSU, Govt. / Semi Govt / Quasi Govt. Department which satisfies the eligibility criteria stipulated in this Paragraph of E-auction document.

- 3.0 The Bidder must be a citizen of India including NRIs. In case the Bidder is a NRI having its authorised & valid establishment in India, it must have all requisite clearances from Govt. Of India, State Govt., Reserve Bank of India or any other applicable statute for purchase of Property at Kolkata, West Bengal.
- 3.1 The Bidder must be competent to contract under Indian Contract Act, 1872 and if a partnership firm, limited liability partnership, company or other entity, it should be duly constituted / registered/ incorporated, in accordance with the applicable laws of India.
- 3.2 The Bidder should not have been declared insolvent, bankrupt or unable to pay his debts, by any court of law and shall have no insolvency or similar proceedings pending before any court of law or tribunal.
- 3.3 The Bidder should not have been penalized for any criminal offence by any court and shall have no criminal action or proceedings pending before any court of Law.
- 3.4 The Bidder should possess a Valid Permanent Account Number ("PAN"), Tax Deduction Account Number ("TAN") and GST numbers, as applicable.

Notes-

1. The Bidder will have to submit certified documentary evidence for fulfilling the aforesaid eligibility criteria, along with the Technical bid.
2. Any SPV or 100% subsidiary of any company floated for the purpose of acquisition of Property / Real Estate Units including construction etc. are also eligible to participate in the e-auctioning process provided their Parent company / Holding Company fulfils the above mentioned eligibility criteria. The applicant SPV / 100% subsidiary of any Company would be the Bidder and the Bidder will have to submit all requisite documents as per e-auction document for itself and relevant supporting & declaration documents for its Parent Company / Holding Company.
- 3.6 The bidder can submit documents such as Passport /Aadhar as a proof of Citizenship of India. Aadhar is a must.

4. PROCEDURE TO BE ADOPTED FOR SUBMISSION OF E-AUCTION:



4.1 General Instructions

- (a) Bidders must review this E-auction document as a whole and ensure that their E-auctions are as per the terms hereof. The Bank retains the right to modify the terms of this E-auction document and / or any of the sections / attachments / formats at any time prior to the E-auction Due Date.
- (b) Bidders are expected to examine this E-auction document, including all instructions, forms, specifications, conditions and other documents and requirements hereof. Failure to furnish any or all of the information required by this E-auction document or submission of a E-auction not responsive to this E-auction document in every respect may result in rejection of the E-auction. Bidders shall be deemed to have understood and taken into account all the terms and conditions prescribed in this E-auction document.
- (c) It would be deemed that by submitting the E-auction, the Bidder has made a complete and careful examination of the Property and title documents and received all relevant information required for submission of the bid from the Bank, Bidder, Service provider or his own due diligence.
- (d) Bidders are advised to verify from the Sub Registrar Office as well as the Revenue Records and shall satisfy themselves regarding the nature, description, condition, encumbrances, demarcation, lien, charge, statutory dues etc. over the Property before submitting their e-auctions. No correspondence / query will be entertained by the Bank after date mentioned above.
- (e) **The Property will be sold on "as is where is whatever there is basis". The area indicated in this e-auction document is as per the available records and measurements by the bank. Price shall be quoted & Payment shall be made by the successful Bidder on lump-sum basis for the entire Property, not on area measurement basis.**
- (f) The Bidder must undertake that they shall hold in trust any Information received by them, under this e-auction, and the strictest of confidence shall be maintained in respect of such Information. The Bidder has also to agree:
 - (i) To maintain and use of the Information only for the purposes of the Technical Bid and only as permitted by THE BANK;
 - (ii) To make copies as specifically authorized by prior written consent of The Bank and with the same confidential or proprietary notices as may be printed or displayed on original;

4.2 Bidders must apply in the prescribed formats as provided in this E-auction document.

4.3 The E-auction should contain the following:

- (a) The Technical Bid with all required documents showing fulfillment of eligibility criteria.
- (b) EMD;
- (c) Duly stamped and signed Integrity Pact & Non- Disclosure Agreement Deeds as per draft enclosed in this document.

4.4 **The Technical Bid:** Bidders must submit the Technical Bid in the format set out in **Annexure-A** of this document, duly filled up. The format of the Technical Bid shall be typed out and printed on the Bidders' letter corporate and signed by the Bidder or an authorised signatory e-auctioning with authorisation from the Bidder. The content of the Technical Bid submitted by a Bidder must be same as the format set out herein and should not contain any other information. If there is any change in the contents of the Technical Bid submitted by the Bidder as compared to the format set out herein, then the E-auction shall be rejected. Self-attested copies (except EMD) of the following documents are to be enclosed with Technical Bid:

4.4.1 In case, the Bidder is a firm, limited liability partnership or a body corporate,



- details of constitution of firm, limited liability partnership or body corporate;
- 4.4.2 KYC Documents like Aadhaar, PAN, driving license, passport, etc. If the Bidder is a firm, limited liability partnership or body corporate, the person who has been authorized to submit and sign the E-auction has to submit his / her KYC Documents;
- 4.4.3 In case of body corporate, a resolution duly signed by the authorized persons of that body corporate authorizing therein a person to submit and sign the E-auction;
- 4.4.4 A declaration confirming therein that Bidder has not been declared insolvent or no insolvency proceedings are going on in any court of law nor he has been a defaulter to any bank, financial institution or any non-banking financial company or have been punished for any criminal act by any court.
- 4.4.5 EMD by way of RTGS / NEFT for **Rs. 50.60 lakh** (Rupees Fifty Lakh Sixty Thousand only) for **(Residential Property) situated at Premises No.2/1, Nandi Street, Kolkata – 29, West Bengal** favouring Indian Bank and payable at Chennai (in case of DD/IOI is being submitted). Bid form without EMD will be summarily rejected.
- 4.5 No Bidder shall submit more than one E-tender. E-tenderer who submits or participates in submitting more than one E-tender, shall be liable for rejection of all E-tenders in which such E-tenderer has participated.
- 4.6 The E-auction as well as all related correspondence exchanged by the Bidder with the Bank shall be written in English language. The E-auction form, complete in all respect, along with the requisite documents and Earnest Money Deposit (EMD) should reach the following addressee through any mode of delivery / Uploaded in <https://www.tenderwizard.com/indianbank> before the E-auction Due Date & time:-
**Deputy General Manager (Estate),
Indian Bank, Corporate Office,
No.254-260, Avvai Shanmugam Salai, Royapettah,
Chennai –600014**
- 4.7 The Bank may at its sole discretion, extend the e-auction Due Date, in which case all rights and obligations of the Bank and the Bidders will be subject to the E-auction Due Date as extended.
- 4.8 The Bank is not responsible for non-receipt of e-Tender within the E-auction Due Date due to any reason.
- 4.9 All pages of this E-auction document should be sealed and signed by the Bidder (in case of an individual) or the authorized signatory of the Bidder, in other cases, as an evidence that all terms & conditions are acceptable to them.
- 4.10 Incomplete e-auction submitted with qualifying conditions or with conditions at variance with any special or general terms & conditions of e-auction document is liable to be rejected and the same at the discretion of the Bank.

5 EARNEST MONEY DEPOSIT (EMD)

- 5.1 The Bidder shall submit an earnest money deposit ("**EMD**") of Rs.50.60 lakh (Rupees Fifty Lakh Sixty Thousand only) **favouring Indian Bank and payable at Chennai**. The EMD can also be paid through NEFT / RTGS to the following Account Details:

Current Account No.	: 432438421
Name of the Account	: HO Expenditure dept
Branch	: Harbour



Address of the branch
IFSC Code No.

: 66, Rajaji Salai, Chennai-600001
: IDIB000H003

- 5.2 The EMD may be forfeited at the sole discretion of the Bank in the event of withdrawal of an e-auction during the period of processing of the e-auction or in case the selected Bidder fails to make the payment as scheduled in this document.
- 5.3 In case, the Technical Bid does not contain the requisite EMD, the e-auction shall be treated as non-responsive and shall be rejected.
- 5.4 The EMD of the unsuccessful Bidders will be returned within a week time, after completion of process of selection of the successful Bidder.
- 5.5 The Earnest Money deposited by the successful Bidder shall be adjusted against payment of full and final price quoted by the successful Bidder in e-auction.
- 5.6 No interest is payable on the amount of EMD.

6 SELECTION FOR PARTICIPATION IN E-AUCTION -

- 6.1 E-auctions must contain all the information and particulars as set out in this document and the EMD in accordance to details as above.
- 6.2 E-tenders received within the stipulated time and date, will be opened online on the <https://www.tenderwizard.com/indianbank> and scrutinised based on the eligibility criteria.
- 6.3 All the Bidders fulfilling eligibility criteria as given in this e-auction document shall be considered technically eligible for participate in E-auction.
- 6.4 The technically eligible Bidders (fulfilling eligibility criteria) shall be informed by sending email to them to participate in E-auction.
- 6.5 **The date for E-auction (preferably on or after a week of submission of Technical bids) shall be advised to technically eligible Bidders, separately over their e-mails and by speed post.**
- 6.6 In case of tie between two or more E-auctions, Bank will go for the inter-se E-auctioning amongst the Bidders involved in tie.

7.0 E-auction Procedure and E auction Portal:

7.1 Training:

- 7.1.1 Bank will facilitate necessary training to representatives of eligible Bidders for participation in E- Auction either itself or through the Service Provider.
- 7.1.2 Rules & procedure related to E- Auction shall be explained during the training.
- 7.1.3 The Bank / Service Provider may also conduct a 'Mock Auction' to familiarise the Bidders with Auction process.
- 7.1.4 Date, Time, Venue etc. of training will be advised at appropriate time.
 - 7.1.5 Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

7.2 E-Auction (Forward) Schedule:

- 7.2.1 ID to the authorised person of the eligible Bidder shall be issued by the service provider on recommendation of the Bank against a written application from the Bidder and KYC documents of the authorised person. The eligible Bidder shall create its own password in the system



without disclosing to anyone. The eligible Bidder shall participate in the e-auction through the same ID and Password.

- 7.2.2 The date of E-Auction shall be communicated to the eligible Bidders later on.
- 7.2.3 Bank reserves the right to postpone / change / cancel the E-Auction event even after its communication to Bidders without assigning any reasons therefore.
- 7.2.4 E-Auction time will be from **03:00PM to 07:00PM**, with unlimited extensions of 05 minutes. If a bidder places a bid in the last 5 minutes of closing of auction, the auction shall get extended automatically for another 5 minutes. In case there is no bid received in the last 5 minutes of closing of auction, the auction will get closed automatically without any extension.
- 7.2.5 The time period of E-Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the E-Auction event.
- 7.2.6 Bank's decision regarding rectification of technical faults like net connection failure etc. during e-auction and time extension for the same, shall be final.

7.3 Bidding Currency: Bidding will be conducted in Indian Rupees (INR).

7.4 Start Price: Start Price for E-Auction shall be

- **Rs.5,06,00,000/- (Rupees Five Crore Six Lakh Only) for Premises No.2/1, Nandi Street, Kolkata – 29, West Bengal**

Incremental Bid Value:

- 7.4.1 **The incremental bid value shall be INR 2,00,000 (Rupees One lakh only).**
- 7.4.2 Bidder is required to quote his bid price only at a specified incremented value.
- 7.4.3 In case of any doubt about the e-Auction document, the decision of the Bank shall be final.

7.5 Web Portal and Access:

- 7.5.1 E-Auction will be conducted on above mentioned web portal meant for this purpose with the help of the Service Provider.
- 7.5.2 Service Provider will make all necessary arrangement for fair and transparent conduct of E-Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of E-Auction.
- 7.5.3 The Bank may consider to grant extra time or to go for re-auction in case of failure of Internet connection / other paraphernalia requirements at the part of web service provider.
- 7.5.4 Bidders will be participating in E-Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 7.5.5 In the event of failure of their internet connectivity (due to any reason whatsoever it may be), the service provider or bank will not be responsible.
- 7.5.6 The Bidders are requested not to wait till the last moment to quote their price to avoid any complex situations.
- 7.5.7 Failure of power at the premises of Bidders during the E-Auction cannot be the cause for not participating in the E-Auction. On account of this the time for the auction cannot be extended and BANK is not responsible for such eventualities.



7.6 TRANSPARENCY IN BIDS:

- 7.6.1 All Bidders will be able to view during the auction time the current highest price in portal. Bidder shall be able to view not only the highest bid but also the last bid made by him at any point of time during the auction time.

7.7 Service Provider helpdesk:

M/s. Antares Systems Limited.
Contact Person- Mr. Gunaseelan M.
Mobile no. 9943277499 / 080-40482100
e-mail: gunaseelan.m@antaressystems.com

8 Finalisation of the Successful Bidder:

- 8.1 At the end of E-Auction, the Service Provider will provide the Bank all necessary details of the bid prices and reports of E-Auction.
- 8.2 Successful Bidder has to e-mail duly signed & filled-in prescribed price / financial bid (Annexure-B) as provided in the document to the Bank within 24 hours of E-auction without fail. The Original signed price bid should reach the Bank within 48 hours of E-auction without fail.
- 8.3 Any variation between the on-line E-auction price and signed document will be considered as sabotaging the e-auction process and will invite disqualification of Bidder.
- 8.4 Upon receipt of E-auction information from service provider, Bank will evaluate the same and will decide upon the successful Bidder. Bank's decision shall be final and binding on all the Bidders.**
- 8.5 The Sole criteria for deciding successful Bidder for sale of the Property shall be on the basis of highest quote in E-auction, provided that the price is considered reasonable by the Bank and the decision in this regard by Indian Bank shall be final and binding on the Parties.**

9 PAYMENT OF OTHER CHARGES BY THE BIDDER

In addition to the sale price quoted in E-Auction, the successful Bidder will have to bear following charges-

- 9.1 Legal documentation charges.
- 9.2 Stamp duty levied on each document as per applicable norms.
- 9.3 Charges for registration of any document as per applicable norms.
- 9.4 Fees and charges including Development charges payable to local authorities and or any other applicable agency at the centre for obtaining permission.
- 9.5 Municipal Taxes, non agriculture assessment and any other taxes leviable on the Property w.e.f the date of conclusion of the sale / award letter.
- 9.6 All rates, taxes, charges, claims and outgoings including electricity and water charges w.e.f the date of conclusion of the sale / award letter.
- 9.7 Any other charges that may result from sale of the Property or accrue toward the Property from date of conclusion of sale / issue of award letter.

10 CONFLICT OF INTEREST

- 10.1 Without limitation on the generality of the foregoing, the selected Bidder and any of their affiliates and member firms, shall be considered to have a conflict of interest as set forth below:

- 10.1.1 **Conflicting assignment / job:** The Bidder (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment / job / task that, by its nature, may be in conflict with another assignment / job to be executed for the same and/or for another



employer.

- 10.1.2 **Conflicting relationships:** The Bidder (including its personnel) having a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the e-auction (ii) the selection process or (iii) supervision of the sale process, may not be considered, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to the Bank throughout the selection & sale process.

11 CLARIFICATION AND AMENDMENT OF E-AUCTION DOCUMENT

- 11.1 Bidders may request for clarification in respect of the E-auction document till 11:00 AM, 30.06.2023. Request for clarification must be sent over e-mail to hoestate@indianbank.co.in. The Bank will issue written clarifications on its website at www.indianbank.in & <https://www.tenderwizard.com/indianbank>. All such written clarifications issued by the Bank shall be deemed to form a part of this E-auction document and shall be binding on the Bidders. Any verbal clarifications given by the Bank or its Bidders or employees shall not in any manner be binding on the Bank. No extension of time for submission of E-auctions shall be granted on account of Bidders' request for clarification or information. Any extension of time to be granted to any Bidder for submission of its E-auction shall be at the discretion of the Bank. It is clarified that no verbal or postal queries shall be entertained.
- 11.2 At any time prior to the E-auction Due Date (refer <https://www.tenderwizard.com/indianbank/> Indian Bank website schedule), the Bank may modify or amend the E-auction document by amendment. Any clarification issued by the Bank will be in the form of an addendum/ corrigendum and will be available on the Bank's website at www.indianbank.in, and on <https://www.tenderwizard.com/indianbank/>. All such amendments will be binding on all Bidders. The Bank, at its discretion may extend the E-auction Due Date in order to allow prospective Bidders a reasonable time to take the amendment into account.

Interested parties are advised to frequently visit the Bank's website for updating themselves about changes, if any, made in the E-auction document before the E-auction submission. Any further Addenda / Corrigenda / Extension of Dates / Clarifications / Responses to Bidders' queries in respect of the e-auction shall only be posted on Bank's website www.indianbank.in and no separate notification shall be issued in the newspapers.

12 VALIDITY PERIOD OF THE E-AUCTION:

The E-auction shall remain valid for a period of 120 (one hundred and twenty) days from the E-auction Due Date (date of opening of Technical bids) i.e. 13/07/2023. In exceptional circumstances, prior to expiry of the original validity period, the Bank may extend the period of validity. In such an event, the period of withholding the EMD shall be extended proportionately.

13 CHANGE IN CONSTITUTION OF THE BIDDER

- 13.1 Prior written approval of the Bank shall be obtained by the Bidder (if the Bidder

E-Auction for sale of Nandi Street Property in Kolkata, West Bengal

Page 12



is not an individual) prior to change in its constitution subsequent to the submission of the E-auction. Any violation of this provision shall be deemed to be a breach of this E-auction document and shall lead to rejection of the E-auction submitted by such Bidder. No changes to the constitution of any Bidder shall be permitted after the E-auction Due Date.

- 13.2 Canvassing by any Bidder in connection with the E-auction or the e-auctioning process is strictly prohibited. In the event any Bidder resorts to canvassing in any form or manner, the E-auction submitted by such Bidder shall be liable for rejection.

14 **PAYMENT TERMS:**

- 14.1 Besides the Earnest Money deposit for **Rs.50.60 lakh** (Rupees Fifty Lakh Sixty Thousand only) for **(Residential Property) situated at Premises No.2/1, Nandi Street, Kolkata – 29, West Bengal**, to be paid with the Technical bid, the successful Bidder shall pay the total price quoted in e-auction in following manner:

Sl. No.	Stage of payment	Number of days from issuing award letter (LOA) by the Bank
(a)	25% amount of quoted price bid (consideration amount) Including EMD	25% amount of quoted price bid (Consideration amount Including EMD. Within 15 Days after receipt of letter of acceptance by the Bank
(b)	75% amount of quoted price bid (consideration amount).	Within 45 days of confirmation of the sale by the Bank or within extended period (not more than 30 days) as agreed between the parties in writing.

15 **Award letter / LOA by the Bank to successful Bidder & payment-**

- 15.1 Prior to expiry of the E-auction validity period, the Bank will notify the successful Bidder that this E-auction has been accepted by way of issuance of the Letter of Acceptance to the successful Bidder through registered post / speed post (a scanned copy of the LoA will be simultaneously sent to the successful Bidder by way of email). The notification of award will constitute the formation of the Contract. The successful Bidder is required to sign and return a duplicate copy of the award letter / LOA within a period of 2 (two) days from the date of issuance of the same.
- 15.2 If the successful Bidder fails to deposit 25% of the accepted bid price of the Property Within 15 Days after receipt of Letter of Acceptance by the Bank, the same is liable for cancellation and EMD forfeited. Similarly, if the successful Bidder fails to deposit the 75% of the accepted bid price of the Property, within 45 days (or within the agreed extended period) of confirmation of the sale by the Bank, the Letter of Acceptance is liable for cancellation and the EMD gets forfeited along with 25% of bid amount already paid by the Bidder. However, Indian Bank, at its discretion may on application of the successful Bidder, may extend the time for payment, on furnishing of irrevocable Bank Guarantee of equivalent amount.
- 15.3 The terms of this E-auction document together with the Bank's written acceptance of the E-auction shall be binding on both the parties i.e. the Bank and



the successful bidder / buyer successful Bidder.

- 15.4** All E-auctions, including any and all supporting documents submitted therewith, pursuant to this E-auction document, once submitted, shall become the Property of the Bank and the Bidder shall be deemed to have licensed and authorised the Bank, its officers, employees, advisors, Bidders and agents to copy, adapt, disclose, or to use, as the Bank may deem fit, all information and material contained in the E-auction for the purposes of the e-auction process, including, without limitation, for evaluation of the E-auctions.

16 OTHER TERMS AND CONDITIONS

- 16.1** The Bidders shall be responsible to pay all costs, bear stamp duty and registration fees/charges for execution and registration of sale deed, obtaining permissions for appropriate authorities in order to execution / registration of sale deed and any other legal document related to transfer of Property ownership from the bank to the buyer, participation in the e-auctioning process including subsequent negotiations, visits to the Bank, etc. The Bank will not be responsible or in any way liable for such costs, stamp duty/registration fees, regardless of the conduct or outcome of the selection process.
- 16.2** E-auctions not conforming to the requirements of the E-auction document shall not be considered by the Bank. However, the Bank reserves the right, at any time to seek more information / clarification on E-auctions or to waive any of the requirements of the E-auction document, if in the sole discretion of the Bank; the best interests of Bank would be served by such actions.
- 16.3** The Bank shall have the right to cancel the E-auction process at any time prior to award of the Contract/till the registration process without thereby incurring any liabilities to the affected Bidders.
- 16.4** The Bank reserves the right to verify the validity / correctness of E-auction information and to reject any E-auction where the contents appear / found to be incorrect, inaccurate or inappropriate at any time during the process of E-auctioning or even after issue of Letter of Acceptance / Confirmation of sale
- 16.5** E-auctions shall be deemed to be under consideration immediately after the E-auction Due Date and until such time the Bank makes official intimation of award/rejection to the Bidders. While the E-auctions are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required/permitted under this E-auction document, from contacting by any means, the Bank and/or its officers, employees, representatives, Bidders, advisers on matters related to the E-auctions under consideration and the Earnest Money deposit shall be forfeited.
- 16.6** The Bank does not bind itself to accept the highest price E-auction and reserves the right to reject any or all of the E-auctions without assigning any reasons whatsoever without incurring any liability to the Bidders.

17 CANCELLATION OF E-AUCTION PROCESS

The Bank reserves its right to accept or reject any or all E-auctions or cancel e-auction process without assigning any reason for doing so. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidders. The Bank reserves the right to accept or reject any E-auction in part or in full, and to cancel the e-auctioning process and reject all E-auctions at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Bank's action. During the evaluation process at any stage, if it is found that a Bidder does not meet the eligibility criteria or has submitted false / incorrect information, the E-auction will be rejected summarily by the Bank.



Any effort by a Bidder to influence the Bank in the E-auction evaluation, or Contract award decision, may result in the rejection of the E-auction.

18 DISPUTE RESOLUTION

The buyer and the Bank shall make best endeavour to amicably settle all disputes or differences arising out of or in connection with the Contract in the following manner:

- 18.1 The disputing Party shall send to the other Party a notice requesting an amicable settlement of the dispute within (7) seven days of receipt of the notice. The matter will be referred for negotiation between the authorized official of the Bank and official of the Bidder authorised for the matter, who shall make best efforts to discuss and amicably resolve the dispute and agree upon a course of action, within a period of 15 (fifteen) days from the date of initiation of discussion. The course of action so agreed between the authorised officials of the Parties shall be documented.
- 18.2 In case any dispute between the Parties is not resolved in the manner and within the timelines specified above, the Parties shall submit such dispute for final settlement by way of arbitration, within a period of 20 (twenty) days from the expiry of the 15 (fifteen) days period specified above. The sole arbitrator shall be appointed by the Bank. The decision of the arbitrator shall be final and binding on the Parties.
- 18.3 The arbitration proceedings shall be held in Kolkata and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- 18.4 Submitting to arbitration may be considered as an additional remedy and is does not preclude the right of the Bank to seek Redressal /other recourses.

19 GOVERNING LAW AND JURISDICTION

This E-auction document shall be governed by the laws of India. Any dispute or difference arising out of this E-auction document, the E-auctions and the subsequent Contract award based on this E-auction document shall be subject to the exclusive jurisdiction of the courts in Kolkata, West Bengal.

20 Independent External Monitors of the Bank-

(a) Shri. Girraj Prasad Gupta (ICAS Retd)
e-mail- gpgupta1804@gmail.com

(b) Shri. Arun Kumar Sharma
e-mail- sharmaak6@gmail.com

21 CONTACT INFORMATIONS

<u>SERVICE PROVIDER</u>	<u>INDIAN BANK</u>
➤ M/s. Antares Systems Limited. #24, Sudha Complex, 3rd Stage, 4th block, Basaveshwaranagar, Banglore-560079. ➤ Contact Person- Mr. Gunaseelan M. ➤ Mobile no. 9943277499 / 080-40482100	➤ <u>Shri Saroj Moharana</u> Sr. Manager (Electrical Engineer) ➤ Indian Bank, Zonal Office Central, Third Floor, 14, India Exchange place, Kolkata 700001, WEST BENGAL ➤ Mobile no. 8697333344 Land Line 033-40259725 ➤ e-mail: sarojkumar.m@indianbank.co.in



e-mail:
gunaseelan.m@antaressystems.com

Shri. Ramesh Gupta
Chief Manager
Indian Bank Corporate Office,
No.254-260, Avvai Shanmugam Salai,
Royapettah, Chennai – 600014
Mobile No. 9833177318
Land Line 044-28134616
> **e-mail:** hoestate@indianbank.co.in



Technical Bid

Annexure - A

Self-Attested
Photograph of
the Signatory

The Deputy General Manager
Estate Department
Indian Bank, Corporate Office
No.254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai –600014

Dear Sir,

Sub: Sale of Bank owned Property (Residential Flat) at
(Residential Property) situated at Premises No.2/1, Nandi Street, Kolkata – 29, West Bengal

With reference to your E-auction Document dated **23.06.2023**, I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Bid for buying aforesaid Bank's owned Property. The E-auction is unconditional and unqualified.

1. We agree and undertake to abide by all the terms and conditions of the E-auction document. We submit this e-auction under and in accordance with the terms of the E-auction document.
2. The undersigned is duly authorized and competent to sign the documents on behalf of the Bidder.
3. We agree to keep this offer valid for 120 (one hundred and twenty) days from the E-auction Due Date (date of opening of technical bids) i.e. <https://www.tenderwizard.com/indianbank> Schedule as specified in the E-auction.
4. Personal details related to us and EMD details related to e-auction are as under-

1.	Name of the Bidder with constitution i.e., individual / Proprietor / Partnership firm/ Limited liability partnership/ Company	
2.	Date of Establishment / Incorporation. (Documents related to Establishment / Incorporation to be enclosed)	
3.	Complete Address and e-mail id of Bidder	
4.	Name and Contact Number, E-mail address of the Authorised Person for discussions	
5.	PAN number & GST number (If any)	
6.	GST registration number of the Bidder if applicable	
7.	Any other Information considered relevant by the Bidder	
8.	EMD details like Number, date and amount of RTGS/NEFT, name of issuing Bank & branch	

5. I/We certify, declare, are aware that-

5.1 There has been no conviction by a court of law or indictment / adverse order in any



jurisdiction by any regulatory authority or body for any offence or wrong doing against us or any associate / affiliate / or the CEO/ Directors / Managers / Partners/ Employees of our concern or that of our associate / affiliate. It is further certified that there is no investigation pending or threatened against us or our associate / affiliate or the CEO/ Directors / Managers / Partners / Employees of our concern or that of our associate / affiliate / in any jurisdiction. I/We certify that working for the Bank in relation to the proposed assignment does not and will not conflict with the other assignments that I/we have or may have now or in future. I/We further certify that we will not share Confidential Information with other assignment teams working for other clients or any other staff member who may be conflicted.

- 5.2 The price payable by us / me to the Bank for the Property shall be a lump-sum amount quoted in e-auction.
- 5.3 The balance amount i.e. agreed price for the Property offered by me / us shall be payable by me / us to the Bank in accordance / provisions of the e-auction document. If for any reason, I / We fail to pay, otherwise commit any fault in paying the Bank the balance of agreed price or fail to respond against intimation of the bank in the manner and within the time limit specified in e-auction document, the EMD paid by me / us along with this e-auction form shall stand forfeited and I / We shall have no claim against the Bank of any sort or nature whatsoever.
- 5.4 This offer is open for acceptance for a period of 120 (one hundred and twenty) days from the E-auction Due Date(date of opening of technical bids) i.e. As per the <https://www.tenderwizard.com/indianbank> Schedule and shall not be withdrawn by me / us and will lapse after that date unless bank accepts this offer before that date or the date that may be mutually agreed by the bank and me / us. I / We am / are aware that in case I / We withdraw my / our offer, the EMD paid by me / us shall be forfeited.
- 5.5 In case my / our bid is not accepted / rejected by the Bank, the EMD deposited by me / us will be refunded by mode like NEFT / RTGS to the Bidder. The refund of the EMD shall be without any interest and I / We shall have no claim against the Bank of any sort whatsoever.
- 5.6 I/we have inspected the certified copy/photocopy of the documents available at Indian Bank Zonal Office Central, Third Floor, 14, India Exchange Place, Kolkata - 700001 on the day of documents inspection i.e.and we satisfy myself / ourselves about clear title & right of the Bank to sell of the above mentioned Property before submitting the E-auction.
- 5.7 After payment of total agreed price, draft sale deed will be finalised by me / us & forwarded to the Bank for approval & I / We will co-operate with the Bank and will sign all forms and applications for obtaining the NOC of the authorities and all other formalities to sale and transfer of above mentioned land by the Bank to me / us as contemplated herein. After approval of the draft sale deed by the Bank, necessary stamps will be purchased / arrangement will be made by me / us & the Bank shall execute the sale deed / conveyance deed as the case may be in the favour of myself / us. Thereafter it will be registered and simultaneously therewith the Bank will handover to me / us vacant possession of the Property.
- 5.8 All the outgoing i.e. taxes / land revenue / other taxes will be borne by me / us from the date of handing over of possession of the Property or conclusion of the sale transaction, whichever is earlier. Any taxes / land revenue /liabilities prior to the said date of possession will be borne by the bank as clarified in e-auction document.
- 5.9 Outgoings like stamp duty, Registration charges and any other charges including



lawyer's fee demanded by or payable for transfer of the Property by any entity / authority will be borne and paid by me/ us, as clarified in e-auction document.

5.10 The Bank will not pay any brokerage in the transaction except the fee payable to the consultants as per agreement executed between the Bank and the consultants. I /We are not supposed to pay any amount to the consultants neither as part of agreed price, brokerage, any type of fee/expenditure etc

5.11 Bidders have to declare their resources / financial soundness / sources to pay the quoted / agreed price & to enclose documents / certificates in proof thereof. In case, the Bank is not satisfied about the document / certificates / declaration submitted by me / us, I / we shall not be allowed to participate in E-auction.

5.12 The bid is a lump sum bid for Property on "as is where is and whatever there is basis" and Bank will not be liable for demolition / removing any structure situated on it or make any change or level the surface. I / We shall have to pay full quoted price, if are declared successful Bidder by the Bank, in each & every circumstances.

5.13 The Bank has fixed the following amount as reserve price & the e-auction shall not accept any price less than the reserve price:

➤ **For (Residential Property) situated at Premises No.2/1, Nandi Street, Kolkata – 29, West Bengal. - Rs.5,06,00,000/-.**

5.14 The drafts of all documentation that may be finalised between my / our lawyer and the Bank and / or its lawyer be final and binding on me / us.

5.15 The Bank is not bound to accept the highest or any other bid in e-auction.

5.16 The Bank reserves the right to cancel any of all e-auctions and stop the process at any point of time and / or sale and /or extend the time schedule given herein and / or in the letter of intimation without assigning any reason / notice whatsoever.

5.17 In case of any dispute and / or differences arising out of or relating to or concerning this e-auction, if any between myself / ourselves and the Bank and / or relating thereto and / or relating to the above mentioned Property, shall be subject to local jurisdiction of the Court at Kolkata.

5.18 I / We have signed the Integrity Pact & non-disclosure agreement as per draft given in this document and have stamped the document as per Stamp Duty act. The stamped documents are submitted with Technical bid.

Yours faithfully,

**Signature, Name & Designation of signatory /
seal of the firm / company)**

Place-

Date-

List of enclosures-



Annexure-B

Confirmation of E-auction amount

The Deputy General Manager (Estate)
Indian Bank, Corporate Office
No.254-260, Avvai Shanmugam Salai,
Royapettah, Chennai –600014

**Sale of Bank owned Property (Residential Property) situated at
Premises No.2/1, Nandi Street, Kolkata – 29, West Bengal.**

With reference to your E-auction Document dated 23/06/2023 and E- auction dated, I/we, having examined all relevant documents and understood their contents, hereby confirm to have quoted price in the E-auction as under for aforesaid Bank's Property.

1. Our quote in E-auction for the aforesaid Bank's Owned Property as per address and other details mentioned in E-auction Document is Rs...../- (Rupees).
2. The stamp duty and other taxes, cess as applicable including GST, will be extra.
3. The charges related to execution / registration of sale deed by the Bank in our favour, permissions to be obtained for doing so from Government / Municipal or any other authorities, verification of documents (offered by the Bank regarding the Property) from appropriate authorities, inspection of site and measuring the building area if required shall be extra and be borne by us.
4. We agree to pay the above quoted amount in stages as detailed in the E-auction document.
5. The above, quoted amount is for the Property on "as is where is", "whatever there is basis" irrelative to the measurement of area.
6. Capitalised terms used herein but not defined will have the meanings assigned to such terms in the E-auction document.

**(Signature, Name and Designation of the
Authorised signatory)**

Place-
Date-



NON-DISCLOSURE AGREEMENT

(ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF RS.100.00)

E-auction dated for sale of Property by Indian bank

THIS AGREEMENT made and entered into on this the.....day of.....2023 Between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai –600014 hereinafter called the **"BANK/Disclosing Party"** which term shall wherever the context so require includes its successors and assigns

AND

Mr., / Mrs. / Miss. / M/s.....
(name of Bidder)..... a company registered under the Companies Act having / partnership firm / an individual having its registered office at.....
Hereinafter called the **"Bidder/receiving party"** which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS The Bank is *inter-alia* engaged in the business of banking, the Bidder has been engaged in the business of

The parties intend to engage in discussions and negotiations concerning sale of bank's Property at Kolkata, West Bengal, hereinafter referred as to **"Purpose"**. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietor information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

"Confidential Information" means and includes all data, documents and information disclosed or to be disclosed by Bank to Bidder and its Representatives (as defined herein) (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally or visually) and any and all information, in whole or in part, directly or indirectly, from such information including all notes, summaries, analyses, compilations and other writings. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

Receiving Party" means the party who receives the confidential information and is obligated to keep it secret. "Receiving Party" may use the information solely for and in connection with the Purpose. "Disclosing Party" means party who discloses Confidential Information.

2. Use of Confidential Information

The receiving party agrees not to use the disclosing party's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by Receiving party shall be made only upon the prior written consent from the authorized representative of the disclosing party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not use or disclose for any purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to any other party only if the party has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such party should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential



information in violation of the terms of this Agreement.

Receiving party shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the disclosing party.

3. Exemptions

The obligations imposed upon Receiving party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- Is or becomes publicly known through no unauthorized act of the Receiving party.
- Is rightfully received from a third party without restriction and without breach of this agreement.
- Is independently developed by the Receiving party without use of the other party's Confidential Information and is so documented.
- Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
- Is approved for release by written authorization of the disclosing party; or
- Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party a made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till completion of execution and registration of sale deed in respect of the purpose mentioned above in favour of the successful Bidder. Upon execution and registration of sale deed as contemplated herein, the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

The obligations of the receiving party, who are un successful Bidder respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any confidential information by the Bank to the Bidder, the Bank shall retain title and all intellectual Property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by the Bidder is either granted or implied by the conveying of confidential information.

6. Return of Confidential Information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

The Bidder shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement or information received under this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the Bank. The Bidder shall not reverse-engineer, de-compile, disassemble, or otherwise interfere with any software disclosed hereunder.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all



other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder or any such other relief/remedies as are otherwise available to the disclosing party as per law.

8. Entire Agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder, shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Indemnity

The Bidder will indemnify the Bank against all actions, proceedings, Claims, suits, damages and any other expenses for causes attributable to Bidder under this contract.

11. Dispute Resolution Mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Kolkata, India.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the right of the Bank to seek Redressal through other modes of recourses.

12. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Kolkata.

13. Governing Laws

The provisions of this agreement shall be governed by the laws of India.

14. Authority to Execute the Contract

Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears below their signature.

In witness whereof, the parties hereto have set their hands through their authorized signatories.

SIGNED :

For and on behalf of BANK

.....

For and on Behalf of M/s.

.....



(INTEGRITY PACT)

Integrity Pact Between **INDIAN BANK** 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 Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the e-auction process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitment of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles-

- (a) No employee of the Principal, personally or through family members, will in connection with the e-auction 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 e-auction process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the e-auction process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the e-auction process or the contract execution.
- (c) The Principal will exclude from the process all known prejudiced persons.

1.2 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 - Commitment of the Bidder(s) / Contractor(s)

2.1 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 principles during participation in the e-auction 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 e-auction 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 e-auction 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, specifications, 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 purposes 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)/Contractors(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any, similarly the Bidder(s) / Contractors(s) of Indian Nationality shall furnish the name and address of the



foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents 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, are committed to or intend 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.
- 2.2 The 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 e-auction 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 e-auction process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder(s) from the e-auction 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.
- 4.2 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

- 5.1 The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with a Public Sector Enterprise in India that could justify his exclusion from the e-auction process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the e-auction 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

- 6.1 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the e-auction process all bidders who do not sign this Pact or violate its provisions..

Section 7 - Criminal charges against violating Bidder(s)/ contractor(s)/ Subcontractor(s)

- 7.1 If the Principal obtains knowledge of conduct of a 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 the Chief Vigilance Officer.



Section 8 - Independent External Monitor

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent parties comply with the obligations under this agreement.
- 8.2 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, Indian Bank.
- 8.3 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.
- 8.4 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, INDIAN BANK and recues himself/herself from that case.
- 8.5 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.
- 8.6 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so in form 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 his 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.
- 8.7 The Monitor will submit a written report to the MD & CEO, Indian Bank 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.
- 8.8 If the Monitor has reported to the MD & CEO Indian Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO Indian Bank 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.
- 8.9 The word 'Monitor' would include both singular and plural.

Section - 9 - Earnest Money/Security Deposit

9.1 Every bidder, while submitting the bid, shall deposit an amount (as specified in the RFP) as Earnest Money/Security Deposit, with the principal through RTGS/NEFT to the following account:

Current Account No.	: 432438421
Name of the Account	: HO Expenditure dept
Branch	: Harbour
Address of the branch	: 66, Rajaji Salai, Chennai-600001
IFSC Code No.	: IDIB000H003

- 9.2 The Earnest Money/Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.
- 9.3 In the case of 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 with assigning any reason for imposing sanction for violation of this pact.

- 9.4 The provisions regarding Sanctions for Violation in Integrity Pact include 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 Integrity Pact.
- 9.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money / Security Deposit for the period of its currency.

Section -10 Sanctions for Violation

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

- (a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (b) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- (c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (d) 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 Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (e) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (f) To cancel all or any other Contracts with the Bidder.
- (g) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Bank.
- (h) 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.

10.2 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close 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 e-auction. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

10.3 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, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss



- or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 10.4 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.
- 10.5 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

Section 11- Fall Clause

- 11.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

Section 12 - Pact Duration

- 12.1 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.
- 12.2 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 of INDIAN BANK.

Section 13- Other provisions

- 13.1 This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
- 13.2.1 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 13.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.4 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.
- 13.5 Issues like Warranty / Guarantee etc. Shall be outside the purview of IEMs.
- 13.6 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)
Contractor)
(Office Seal)

(For & On behalf of Bidder/
(Office Seal)

Place -----

Date -----

Witness 1
(Name & Address)

Witness 2:
(Name & Address)



Sample Format for Declaration

TO WHOM SOEVER IT MAY CONCERN

I/We..... Son/Daughter/W/o.....residing at
....., hereby declare that I have not been declared insolvent
or no insolvency proceedings are going on in any court of law nor I have been defaulter to
any bank, financial Institution or any non-banking financial company. I also declare that I
have not been punished for any criminal act by any court.

Sd/-

Place:.....

Date:.....



