



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6119588
Dated/दिनांक : 08-04-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-04-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-04-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Financial Services
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Central Office Central Bank Of India
क्रेता ईमेल/Buyer Email	buyer3.cbi.mumbai@gembuyer.in
Item Category/मद केटेगरी	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Armed Security Guard
Contract Period/अनुबंध अवधि	3 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1900 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	47500000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	950000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	4.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	38

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Zonal Head

UIN Number NCTGC2415P

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting

bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Commercial Bid - [1744024493.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:As per ATC

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:As per ATC

Geographic Presence: Office registration certificate:Bhopal, Madhya Pradesh

Scope Of Work For the Service:[1744111369.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
16-04-2025 15:00:00	16th Floor, Central Bank of India , Chandermukhi Building Nariman Point Mumbai 400021

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Armed Security Guard (47)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Armed Security Guard
Category of Skills	Unskilled
Gender	Male
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 55 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	Trained in Security
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Manisha Lakra	462011,Central Bank of India Zonal Office, 9, Arera Hills, Jail Road	47	<ul style="list-style-type: none">• Number of working days in a month : 8• Tenure/ Duration of Employment (in months) : 36• Basic Pay (Minimum daily wage) : 893• Provident Fund (INR per day) : 69.24• EDLI (INR per day) : 2.88• ESI (INR per day) : 0• EPF Admin charge (INR per day) : 2.88• Bonus (INR per day) : 0• Optional Allowance 1 (in Rupees) : 0• Optional Allowance 2 (in Rupees) : 0• Optional Allowance 3 (in Rupees) : 0

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

6. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

7. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

8. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

9. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

10. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

11. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Central Bank of India
payable at
Mumbai

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy

to the Buyer within 5 days of Bid End date / Bid Opening date.

12. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Central Bank of India

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

13. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

Central Bank of India

payable at
Mumbai

. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

14. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Central Bank of India

payable at
Mumbai

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

15. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for

[attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



सेंट्रल बैंक ऑफ़ इंडिया
Central Bank of India

CENTRAL TO YOU SINCE 1911

ADDITIONAL TERMS AND CONDITIONS

1. GENERAL:

- a) Deployment must be completed at the earliest but not later than two months from the date of the 'Order'. The 'Contract' will be for a period of THREE years, extendable for another TWO years with mutual consent based upon satisfactory performance. There would be a 'Performance Review' every year.
- b) Any delay in deployment over the stipulated period will attract penalty of 0.5 % of the monthly contract payment per day or part thereof for the service(s) not provided subject to a limit of 10% of the Annual Contract Value. Thereafter the Bank reserves the right to terminate the contract. The Bank reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by the Bank to the supplier or from the Bank guarantee.
- c) The work order for deploying Armed Guards at branches and Unarmed guards at Residential place/Offices in Bhopal Zone of Madhya Pradesh State will be given only to those eligible and empaneled Security Agencies having own registered/locally registered offices at Bhopal, have minimum work force of 200 guards with minimum 12 Supervisory Staff and providing Security Services in Madhya Pradesh, at at-least ONE Public Sector Bank (PSB) AND additional to this TWO other PSBs/PSU/Central Govt/State Govt Organization in Madhya Pradesh.
- d) Due weightage will be given to Private Security Agency (PSA) registered with Director General Re-Settlement (New Delhi).

2. ELIGIBILITY CRITERIA FOR SHORT-LISTING:

- a) PSA should be either a registered company or a reputed registered partnership/proprietorship firm for providing security guards' services for a minimum of five years as on 31st Mar 2025. (Proof document- Self attested copy of valid Registration Certificate of Registrar of Companies (ROC) for registered companies/registered partnership deed for partnership firm and registration certificate for proprietorship firm).
- b) PSA should have license in accordance with the Private Security Regulation Act in Madhya Pradesh State, where the Act has been implemented (Proof documents – Notarized copy of valid PSARA license for MP State).
- c) Compliance to statutory provisions like labour laws, ESI, EPF, Minimum Wages, IT, PAN, GST, AADHAR etc must be factored in while bidding. PSA hereby agrees that any duties and obligations, liabilities etc. that may be imposed by Contract Labour Act or any other labour laws in force, for employment of any person by & on behalf of the PSA for rendering the service as per this agreement, are to be exclusively compiled by the PSA himself and hence Bank is not liable for the same. The PSA, in case of multiple activities, should ensure isolation of bank's information, documents and records etc. and can be removed in case of eventuality for business continuity or dispose off as required.
- d) PSA should be in profit in each of the last three financials years (FY 21-22, 22-23 and 23-24)(Proof documents – Audited Balance Sheet and P & L Statement for each of the last three financial years).

ADDITIONAL TERMS AND CONDITIONS

- e) The PSA should have Minimum Annual Turnover of ₹ 19 Crore per annum, during each of the last three years i.e. Financial Years 2021-22, 2022-23 & 2023-24, PSA should be in profit. For MSEs this figure should be read as minimum ₹ 14 Crore. Enclose copy of Chartered Accountant's Certificate with quantum of turnover during each year.
- f) PSA should have their own infrastructure for training their security guards.
- g) PSA shall not be owned or controlled by any director or officer/employee of the Central Bank of India or their relatives having the same meaning as assigned under applicable laws in force.
- h) The PSA should not have been blacklisted by any Central/State/PSU/RBI/IBA or any other Regulatory or Legal entity.
- i) The documents required to be provided are as under:
- Affidavit as per **Annexure III**.
 - Documentation (Brochures, leaflets, manuals etc., if any).
 - Client certificate regarding performance of the contractor from 1 Public Sector Bank and 2 PSBs/PSUs/Central/State Govt Agency as per Annexure-III
 - Registration certificate of firm issued by Registrar.
 - PSARA license for MP.
 - Proof of registration of local office in Bhopal.
 - Address Proof of local office in Bhopal.
 - Proof of service/Work Order (Running Contract) in minimum three PSBs/PSUs/Central/State Govt Organizations in Madhya Pradesh State.
 - Proof of labour license of these running contracts in case of the contract is far more than 18 guards.
 - Proof of ESIC allotment.
 - Proof of EPF registration.
 - Proof of GST registration.
 - Proof of number of Employees in MP state.
 - Balance sheet of last three years as a proof of annual turnover.
 - PAN Card of firm.
 - Proof of training facility of guards (Own training centre or agreement in case of tie up). Proof of training facility of the firm with which tie up has been done)
 - Director General Re-Settlement (New Delhi) empanelment certificate.

NOTE-

- The above list is only indicative and not exhaustive.** In case of any other compliances mandated by Central/State Govt, the same must also be complied with.
- Supporting documents as proof of compliance to the above-mentioned statutory requirements must be attached.

3. BID EVALUATION METHODOLOGY

The assessment of bids will be in three stages.

- Stage I - ELIGIBILITY CRITERIA CHECK** Compliance to the terms and conditions of the Tender will be checked in this stage.
- Stage II – EVALUATION OF COMPLYING BIDDERS AS PER MARKING MATRIX ATTACHED AS ANNEXURE** Bidders qualifying the

ADDITIONAL TERMS AND CONDITIONS

Eligibility Criteria Check will be evaluated as per the Marking Matrix placed at **Annexure IV**.

- iii. **Stage III – COMMERCIAL BID EVALUATION** Bidders who qualify the above stages will be cleared for the Commercial Bid Evaluation Stage.
- iv. **Stage IV – REVERSE AUCTION** Reverse Auction will be done in case of at least 2 or more qualified bidders. In this case no H1 Bidder will be rejected. In case of 3 or more bidders, H1 Bidder will be eliminated.

4. FEES, TAXES DUTIES & PAYMENTS

All expenses, stamp duty and other charges/ expenses in connection with execution of this 'Agreement' shall be borne by PSA. Any tax/duty/ statutory charges which is the responsibility of the PSA to pay as per the terms of this Agreement, but is paid by the Bank in case of default by the PSA, the Bank shall have the right to adjust the same against the agreed consideration amount for the services provided under this Agreement or get the same reimbursed from the bills of the PSA.

5. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.

- a) The PSA shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the PSA or any employees PSA in rendering the Services or any part of the same under this Agreement to the Bank.
- b) The PSA agrees for the following continuity arrangements to ensure the business continuity of the Bank.
- c) In the event of failure of PSA to render the services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the services contracted with another PSA . In such case, the Bank shall give prior notice to the existing PSA. The existing PSA shall continue to provide services as per the terms of the Agreement until a 'New PSA' completely takes over the work.
- d) During the transition phase, the existing PSA shall render all reasonable assistances to the new PSA within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New PSA beyond the term of this Agreement, reasons for which are not attributable to PSA, payment shall be made to PSA for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of ₹ 500/- per day or part thereof for the first 10 days and ₹ 1000/- per day or part thereof after this period, on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. The day of default will be counted as Day 1.

6. CONFLICT OF INTEREST

- a) PSA shall not receive any remuneration in connection with the assignment except as provided in the Contract.
- b) PSA shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. PSA shall avoid any conflict of interest while

ADDITIONAL TERMS AND CONDITIONS

discharging contractual obligations and bring, before- hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.

- c) PSA further undertakes to promptly notify the Bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- d) The PSA shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the PSA, deliberate or otherwise.
- e) The PSA shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement.

7. POWER TO VARY OR OMIT WORK

- a) No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by PSA except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct PSA to make any variation without prejudice to the Agreement. PSA shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of PSA, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct PSA to make such other modified variation without prejudice to the Agreement. PSA shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions PSA's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which PSA has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of PSA, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- b) If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to PSA, before PSA proceeding with the change.

8. INTELLECTUAL PROPERTY RIGHTS

- a) The Parties agree that all data or information supplied by the Bank to PSA and/or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.

ADDITIONAL TERMS AND CONDITIONS

- b) Any licensed material used by PSA for performing Services or developing Work Product for the Bank, PSA should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of PSA.
- c) PSA shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement.
- d) The Bank will give (a) notice to PSA of any such claim without delay/provide reasonable assistance to PSA in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that:-
- e) (i) PSA shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) PSA shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) PSA shall consult with the Bank with respect to the defence and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- f) PSA shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) PSA's compliance with the Bank's specific technical designs or instructions (except where PSA knew or should have known that such compliance was likely to result in an infringement claim and PSA did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Deliverable by the Bank.

9. INSURANCE

- a) The entire infrastructure created by the PSA at the site shall have to be insured by the vendor at his own cost to cover all the required risks. Should any loss or damage occur, to PSA's infrastructure, the PSA shall initiate and pursue claims till settlement and promptly make arrangements for repair and/or replacement of any damaged item to the satisfaction of the Bank, irrespective of the settlement of claim by the underwriters.
- b) PSA to take adequate insurance for compensating Bank, the loss (storing) suffered due to deficiencies in services either by the PSA or it's employees.
- c) The PSA shall also obtain a Comprehensive Insurance Policy to cover all losses, cost, expenses or claims which the Bank may be exposed to due to the deficiency in services provided by the PSA or due to any fraud, negligence, misconduct of the PSA or any acts of commission / omission on the part of his officers, employees, agents, representatives or Sub-contractor of the Service.

10. PROTECTION OF WOMEN AT THE WORKPLACE

- a) The PSA acknowledges and agrees to comply with all applicable laws, regulations, and guidelines related to the protection of women at the workplace, including but not limited to the Sexual Harassment of Women at Workplace (Prevention, Prohibition, and Redressal) Act, 2013, and any subsequent amendments or replacements thereto.

ADDITIONAL TERMS AND CONDITIONS

- b) The PSA shall ensure a safe and conducive working environment for all women employees and contractors engaged in the provision of services under this agreement. This includes taking appropriate measures to prevent and address any form of harassment, discrimination, or misconduct against women, whether committed by employees, contractors, clients, or any other parties involved in the service delivery.

11. CUSTOMER DATA PROTECTION

- a. The PSA acknowledges and agrees that the protection and confidentiality of customer data is of utmost importance. The PSA shall comply with all applicable laws, regulations, and guidelines pertaining to data protection in India.
- b. The PSA shall implement and maintain appropriate technical and organizational measures to safeguard customer data against unauthorized access, disclosure, alteration, or destruction. These measures shall be designed to ensure a level of security appropriate to the risk involved, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of data processing.
- c. The PSA shall only process customer data for the purposes specified in the Service Level Agreement (SLA) and as authorized by the customer. The PSA shall not use customer data for any other purpose or disclose it to any third party, except as required by law or with the explicit consent of the customer.

12. PERFORMANCE BANK GUARANTEE

As per the terms of Contract, the PSA has given Performance Bank Guarantee at the rate of 4 % of the Contract Value for 3 years for a period of 38 months. The said Bank Guarantee is linked to the obligations of the PSA and at any point of time the Bank finds that the said support provided by the PSA is inadequate, Bank shall write to the PSA to resolve the said issue within a period of 15 days and if the PSA fails to do so, Bank reserves the right to invoke the Bank Guarantee. This is in addition to any other remedy may be having as per the terms of this agreement.

13. PERIODIC REVIEW OF SERVICE/PERFORMANCE MEASUREMENTS AND MONITORING

Bank shall have the right to review on a monthly/ quarterly basis on the services provided by the PSA under this Agreement. Further, review on the performance of the PSA shall also be done for continuous monitoring and assessment by the bank of the PSA so that any necessary corrective measures can be taken immediately.

14. ACCESS TO RECORDS ETC & AUDIT

Bank and/or RBI shall have the right to access to all books, records and information relevant to the outsourced activity of the PSA.

Bank and /or RBI shall also have the right to conduct audit/s on the PSA whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the PSA in conjunction with the services performed for the Bank.

PSA recognizes the right of the Reserve Bank of India to cause an inspection to be made of a PSA of the Bank and its books and accounts by one or more of its Officers or employers or other persons.

ADDITIONAL TERMS AND CONDITIONS

PSA agrees to allow the Reserve Bank of India or persons authorized by it to access the bank's documents, records of transaction and other necessary information given to, stored or processed by the PSA and in the event these are not accessible to RBI within a reasonable time the bank would be liable to pay supervisory fees to RBI, in return same will be recoverable from the PSA.

15. CONFIDENTIALITY

Each party acknowledges that it may disclose confidential information to the other in connection with this Agreement. The party receiving the Confidential Information shall: (i) use all Confidential Information received by it solely to carry out the purposes of this Agreement or any applicable statement of Work; (ii) limit access to any Confidential Information received only to its employees and /or agents who have a need to know such confidential information and only for use in connection with this Agreement ; (iii) advise those employees and /or agents having access to the confidential information of the proprietary nature thereof and of the obligations set forth in this Agreement; (iv) safeguard all Confidential Information received by using a reasonable degree of care; and (v) upon written request and subject to the applicable laws, return or destroy and certify destruction of all copies, diagrams, computer memory media and all other materials containing any portion of the Confidential Information to the disclosing party upon its written request. Confidential Information means all proprietary, secret or confidential information relating to either party and its operations, employees, products, customer data or services, any information relating to any Affiliate of either party and all personal data, including all Personal Information. The confidential information remains confidential until it reaches the public domain in the normal course.

The Confidentiality should be maintained even after expiry/termination of the contract.

Vendor should maintain all records as per various Statutory Acts.

All Data/information pertaining to the Bank should be returned to the Bank on expiry/termination of the contract.

Exceptions. Information shall not be considered Confidential Information to the extent that such information: (i) is already known to the receiving party free of any restriction at the time it is obtained from the other party ; (ii) is subsequently learned from an independent third-party free of any restriction and without breach of this Agreement; (iii) is already in the public domain and becomes publicly known or published without breach of this Agreement; (iv) is independently developed by one party without reference to any Confidential Information of the other; or (v) is required to be disclosed by law, regulation, court order or subpoena, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

Misuse or Leakage of information

The PSA shall indemnify and keep the Bank indemnified, saved, defended, harmless against any losses, costs, charges, expenses, damages etc. whatsoever which the Bank may suffer and/ or incur by reason of the PSA's failure to ensure customer data confidentiality or leakage of confidential customer related information or breach of confidentiality obligations. This is without prejudice to any other right Bank may have against the PSA.

Media Interaction clause

No information of any kind is to be divulged to the media (press/ social media) including still photographs, video footage, any written document or any oral information. Any such

ADDITIONAL TERMS AND CONDITIONS

disclosure of information would be viewed seriously and the Bank would be free to take any legal action against the PSA as deemed fit.

16. NO RELATIONSHIP OF MASTER AND SERVANT OR EMPLOYER AND EMPLOYEE

Notwithstanding what is stated elsewhere in this agreement, this agreement does not create any relationship of Master and servant or Employer and employee as between the Bank on the one hand and the PSA and/or the personnel employed/engaged by the PSA on the other hand. The parties expressly understand and agree that this agreement broadly covers in respect of specific job/s to be performed by the PSA.

17. NON WAIVER

Any term and/or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. No failure or delay in exercising or omission to exercise any right, power or remedy accruing to any of the Parties under this Agreement or any other agreement or document shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Party in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Party in respect of any other default. A waiver on one occasion will not be deemed to be a waiver of the same or either under breach or non-fulfillment, fulfillment on a future occasion. All remedies and benefits, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative and without prejudice to the other remedy or benefit, as the case may be.

18. SEVERABILITY

In the event that any term or condition or provision of this Agreement is held to be a violation of any applicable Law, statute or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement. Notwithstanding the above in the event of any such deletion, the parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

19. NO POWER TO SUB-DELEGATE

The Agent/s shall not have any right to sub-delegate or appoint any sub-agent to do or carry out any work assigned or given by the Bank or any obligation or duty imposed upon the Agent/s under the terms of this agreement, except and to the extent specifically authorized in writing by the Bank.

20. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations whether written or oral, between the parties respecting the subject matter hereof.

21. TERMINATION

- a) Notwithstanding anything to the contrary contained in this agreement, anytime during the contract period, either party may by giving 30 days prior notice in writing to the other, without payment of compensation and without showing any cause.

ADDITIONAL TERMS AND CONDITIONS

- b) Notwithstanding anything to the contrary contained in this agreement, anytime during the contract period, Bank may terminate this Agreement forthwith upon occurrence of any one of the following events:
- i. Any failure on the part of PSA to fulfill any of the responsibilities stipulated under this Agreement.
 - ii. If the PSA is unable to render the services up to the satisfaction of the Bank as envisaged under this Agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services as envisaged under this Agreement.
 - iii. Any of the disclosures made by the PSA in this Agreement or other related deeds and documents are found to be false or incorrect in any respect, which the Bank may deem material.
 - iv. If there is a breach by the PSA of any of the terms and conditions and covenants of this agreement.
 - v. If the PSA is wound up or put into judicial management or receivership.
- c) If the termination is due to any irregularities like the following the same would be intimated to IBA by the respective Department head with a request to blacklist the vendor:
- i. Frauds committed by staff of PSA
 - ii. Leakage of information / data
 - iii. Breach of confidentiality of client data
 - iv. Misuse of agreement

Consolidated details of termination of vendors shall be sent to IBA from the bank on a half yearly basis. Other routine terminations like mutual consent, completion of the project, better pricing etc. shall not be reported to IBA.

- d) In case PSA decides to discontinue the services for any reason whatsoever, there will be a proper handover to the Bank or its designated representative.
- e) In case of early termination or expiry of this Agreement:
- i) The PSA shall immediately cease to use in any manner whatsoever the name of the Bank and its corporate logo in any correspondence/ communications.
 - ii) Return to the Bank or dispose of or destroy as the Bank may direct all information/ documents/literature provided to it pursuant to this Agreement, and
 - iii) Return the amount due to the Bank on settlement of the transactions as at the end of the day.
- f) The expiration or early termination of this Agreement shall be without prejudice to the accrued rights and obligations of the parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination.

22. HEADINGS

Headings are for reference only and shall not affect the meaning of any of the provisions of this agreement.

23. INDEMNITY

ADDITIONAL TERMS AND CONDITIONS

The PSA shall indemnify and keep the Bank indemnified, saved, defended, harmless against any losses, costs, charges, expenses, damages etc. whatsoever which the Bank may suffer and/ or incur by reason of the PSA's and /or its employees' and/or permitted agents' failure to ensure customer data confidentiality or leakage of confidential customer related information and /or its employees' and/or permitted agents' failure to breach of confidentiality obligations and/ for any act or omission on the part of the PSA and /or its employees' and/or permitted agents'. This is without prejudice to any other right Bank may have against the PSA.

This clause shall survive the early termination or expiry of this Agreement.

24. MODIFICATION

This Agreement shall only be modified or amended with the prior written consent of both the parties.

25. MODE OF SENDING INFORMATION / LETTER / NOTICE ETC.

Any notice, demand, information, letter, etc., shall be deemed to have been sufficiently given by the Bank and or the PSA if sent by registered post/ Courier addressed to the other party at the address stated herein and shall be deemed to have reached the other party four days following the day of posting/ mailed by courier. Any notice to be served on either party may be sent by Registered Post Acknowledgement due or by courier service or by Fax.

To the Bank:

Tel No :

To the PSA

Address:

Tel No :

Each party may change its address, Phone and / or fax numbers with prior notice of such change to the other party.

26. COMPLIANCE WITH LAWS:

Each party to this Agreement shall comply with all applicable Laws, rules and regulations and shall obtain all necessary permits or licenses that may be required to perform the obligations set for in this agreement.

27. PAYMENT TERMS

No advance amount will be paid to PSA. PSA should submit his bill along with the copies of Wage Slips to the concerned Branch Manager without delay. From the second month onwards, along with the bills, the PSA should also submit the copies of the previous Electronic Challan Cum Return (E.C.R.) for EPF and the Contribution History for the ESI premiums contributed for the PSAs employees (of both regular and reliever) deployed with the concerned Branch facilitate payment. On scrutiny of the Bill along with copies of above said documents branch / office will make payment and PSA should credit the savings bank

ADDITIONAL TERMS AND CONDITIONS

account of the PSA employee latest by 10th day of the month following the wage month and also ensure that the amount credited is the same as the net wage payable as per wage slip.

28. AUDIT REQUIREMENTS

Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the PSA. Such assessment and reports on the PSA may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

The outsourcing arrangements shall be subject to regular audits either by the internal auditors or external auditors to assess the risk management practices adopted in overseeing and managing the outsourcing arrangement. Central Audit & Inspection Department (CA&ID) to ensure the same. The Audit should be carried out at least once in a year and should include major findings and recommendations.

29. QUALITATIVE REQUIREMENTS (QR) FOR SECURITY GUARDS (ARMED/UNARMED)

The expected Qualitative Requirements (QR) for Security Guards (Armed/Unarmed)

- a) All Security Guard (Armed/Unarmed) engaged through PSA should have Character Certificate and Training Certificate by the agency.
- b) Security Guard (Armed/Unarmed) should perform their duty for eight hours per shift per location. Weekly off shall be provided after every six working days.
- c) Security Guard (Armed/Unarmed) shall perform duty in proper uniform and should be in possession of photo-identity card provided to them by their employer i.e., the PSA.
- d) Security Guard (Armed) deployed at branches shall perform duty with the PSA's firearms i.e. 12 Bore DBBL gun/Pump Action Gun (as required by the Bank) held under a valid arms license. Bank's own weapon must not be used for private gunman. The Bank will not take the responsibility for the safe-custody of the firearms and its ammunition.
- e) The duty of the Security Guard (Armed) is to keep a watch over persons visiting the branch for the purpose of safety & security and guard against infiltration and against removal of bank's property by any unauthorized persons AND/OR to watch and guard, as against above, the movement of cash from one place to another whether inside or outside the Bank.
- f) At any point of time if it is found that the guard on duty is not wearing proper uniform as prescribed or not reporting on duty in time, the bank will be at the discretion of withdrawing washing allowance and conveyance allowance paid to the guard on case to case basis or impose additional penalty.
- g) The Security Guard (Armed) while performing duty shall use his firearm only for his right to private defense as provided u/s 34 to 44 of the Bhartiya Nyaya Sanhita. This condition should be incorporated as a separate clause in the Agreement to be executed jointly with the PSA.

ADDITIONAL TERMS AND CONDITIONS

- h) Security Guard will perform duty in accordance with the SLA generated by GeM and also in accordance with any additional terms and condition mutually agreed between the Bank and PSA.
- i) Security Guard must perform other additional duties approved by the Management.

30. RESPONSIBILITIES OF PRIVATE SECURITY AGENCIES

- a) Selected PSA has to submit monthly compliance data as Wage sheet, copy of ECR of EPF subscription, ESI subscription and other concerned data pertaining to compliance of Minimum wages law and other obligations, as and when asked at a place decided by the Bank. If the PSA fails to produce asked data within stipulated time or the time extended by the bank, It will be considered as breach of contract and a penalty of ₹ 5000 per day after the stipulated date and time will be imposed on the PSA.
- b) Armed Guards should have the agency's fire arms held under valid license/Retainers. The bank will not take responsibility for the safe keep of the Gun.
- c) PSA shall submit Police verification of each Security guard at the time of deployment in the branch.
- d) PSA shall submit medical certificate in respect of Security guard deployed at our branch, obtained from MBBS doctor.
- e) PSA should submit monthly bills/invoice along with the copies of Wage Slips to the concerned Branches within 7 days after completion of month. From the second month onwards, along with the bills/invoice the PSA should also submit the copies of the previous E.C.R. for EPF and the Contribution History for the ESI premiums contributed for the PSAs guard deployed with the concerned Branch. Otherwise, payment will not be released.
- f) PSA will ensure that Guards deployed in offices/ branches/ Residential place will open saving bank account with the Central bank of India branch / where the guard is deployed. Payment to Guard by the PSA will be made only through Central Bank of India account. PSA will not pay salary of Guard in cash/cheque or any other similar kind of modes. If the PSA will not comply with this criterion, payment to PSAs will not be released by the branches.
- g) PSA should pay Minimum wages to Guards as per Minimum wages act and as per prevailing per day Wage rates as revised by Ministry of Labour and Employment from time to time .
- h) PSA should maintain the attendance, leave of the employee, and produce before branch manager whenever he wishes to inspect them.
- i) PSA should maintain the Muster Roll as per Form V and PSA should issue employment card as per Form XIV to each guard.
- j) PSA shall obtain Labour License in form no. VI from the Labour Licensing office. It shall also be the responsibility of PSA to get the license renewed before its expiry date.
- k) PSA shall submit an affidavit to this effect that they are complying with the following mandatory statutes.
 - i) Provisions of Minimum wages act 1948 and payment of minimum wages revised from time to time.

ADDITIONAL TERMS AND CONDITIONS

- ii) Employees Provident fund and Miscellaneous Provision act 1952.
- iii) Employees Deposit Linked insurance Scheme 1976.
- iv) Employees state insurance act 1948.
- v) Payment of Gratuity Act 1972.
- vi) Payment of Bonus act 1965.

31. CHARACTER & ANTECEDENT VERIFICATION

Before deployment of their Armed Guards, Unarmed/ESM (Ex-Serviceman) guards, the PSA should arrange for verification of the antecedents of the guards by the police and such verification Certificate by the police should be submitted by the PSA to the Bank before deployment of the guard.

32. COMPLIANCE WITH CONTRACT LABOUR ACT

The selected PSAs shall comply with all provisions of the Contract Labour (Employment & Regulation) Act and Rules made thereof as applicable to them. The PSA must obtain a license in Form VI from licensing Officer for the purpose of providing security guards as contract labour to the branch/ Office.

33. RIGHT TO ALTER QUANTITIES & REPEAT ORDER

The Bank will be free to either reduce or increase the number of Security Guards (Armed/ESM/Un-Armed) to be deployed on the same terms and conditions. The Bank reserves the right to alter.

34. FORCE MAJEURE:

- a) Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- b) For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, pandemic, quarantine restrictions , if any , declared by the Government ,freight embargoes, declared general strikes in relevant industries, viz. Major Act of Government, impeding reasonable performance of the Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- c) If a Force Majeure situation arises, the PSA shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the PSA shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However, PSA shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

ADDITIONAL TERMS AND CONDITIONS

35. **FOR FURTHER CLARIFICATIONS, IF ANY, YOU MAY CONTACT THE FOLLOWING ADDRESS:**

CENTRAL BANK OF INDIA,
Central Office- Mumbai
Business Support Department
16th Floor, Chandermukhi,
Nariman Point Mumbai (MH)- 400023
Contact No. Ph. No: 022 66387666/7874
email: smcosecurity@centralbank.co.in
cosecuritydata@centralbank.co.in

36. **Governing Law and Disputes**

Any dispute will be subject to the exclusive jurisdiction of the courts at Bhopal.

37. **RESOLUTION OF DISPUTES**

The Bank and the PSA shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the PSA have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the Agreement, shall be referred to three Arbitrators: one Arbitrator to be nominated by the Bank and the Other to be nominated by the PSA and both the said arbitrators shall nominate the third arbitrator (before proceeding with the reference) who shall be chairman of the Arbitration Tribunal. The award of the Arbitrators shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings. The proceedings of Arbitration shall be in English. The venue of Arbitration is Bhopal and the Courts in Bhopal shall have jurisdiction.

38. **REPRESENTATIONS AND WARRANTIES**

Each of the parties represents and warrants in relation to itself to the other that:

- i. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- ii. The person(s) signing this agreement on behalf of the parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this 'Agreement'. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- iii. It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.
- iv. It will provide such cooperation as the other 'Party' reasonably requests in order to give full effect to the provisions of this Agreement.



सेन्ट्रल बँक ऑफ़ इंडिया
Central Bank of India

CENTRAL TO YOU SINCE 1911

ADDITIONAL TERMS AND CONDITIONS

- v. The execution and performance of this 'Agreement' by either of the parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.
- vi. **Additional Representation and Warranties by PSA:** Additional representation and warranties can be sought from PSA as per nature of SLAs.

Col. A K Jha (Retd)
Chief Security Officer



ADDITIONAL TERMS AND CONDITIONS

ANNEXURE I

Performance Bank Guarantee

Guarantee No.: _____

Date: _____

In consideration of the Central Bank of India, Zonal Office, having its Office at

.....
..... (Hereinafter referred to as the 'First Party' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having selected and intimated M/s. -----

----- (Name of PSA) having its registered office at -----

----- (Name & Address of Vendors H.O.) (Hereinafter referred to as the "Second Party" which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns), by means of letter No. ----- dated ---
----- for providing the services of Security Guards and Armed Guards at its Residential place/Office/Branches, the Second Party has agreed to furnish a Bank Guarantee valued at Rs. _____ (Rupees _____ only) to keep the "First Party" indemnified from time to time for any breach of terms of the "Agreement" the Second Party is to enter with any of the branches/offices of the First Party.

We ----- (Name and Address of Bank) (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the "First Party", on demand any and all moneys payable by the "Second Party" to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time up to _____ (Date), without any demur, reservation, contest, recourse or protest and without any reference to the "Second Party". Any such demand made by the "First Party" on the 'Bank' shall be conclusive and binding notwithstanding any difference between the "First Party" and "Second Party" or any dispute pending before any court, tribunal or any authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent

ADDITIONAL TERMS AND CONDITIONS

of the “First Party” and further agrees that the guarantee herein contained shall continue to be enforceable till the “First Party” discharges this guarantee. The Bank shall not be released of its obligations under these presents by any exercise by the “First Party” or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

We _____ the bank further agree that the “First Party” shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Agreement entered into between the “First Party” and the “Second Party” for providing security guards for the “First Party” or to extend time of performance of its obligation by the “Second Party” from time to time or to postpone/forbear for any time or from time to time any of the powers exercisable by the “First Party” against the “Second Party” and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the “Second Party” or for any forbearance, act or omission on the part of “First Party” or any indulgence by “First Party” to the “Second Party” or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

The Bank also agrees that the “First Party” at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the “Second Party” and notwithstanding any security or other guarantee that the “First Party” may have in relation to the “Second Party” liabilities.

The Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the “First Party”, made in any format, raised at the abovementioned address of the Bank, in order to make the said payment to the “First Party”.

The Bank hereby agrees and acknowledges that the “First Party” shall have a right to invoke this Guarantee either in part or in full, as it may deem fit.

The Bank acknowledges that this guarantee is not personal to the “First Party” and may be assigned, in whole or in part, (whether absolutely or by way of security) by the “First Party” to any entity to whom it is entitled to assign its rights and obligations under the Guarantee.



ADDITIONAL TERMS AND CONDITIONS

This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
- b) This Bank guarantee shall be valid up from _____ (Date) to _____ (Date).
- c) We are liable to pay the guaranteed amount or any part thereof under _____ this Bank Guarantee only and only if the First Party serves upon us a written claim or demand on or before _____ (Date).
- d) At the end of the claim period that is on or after _____ (Date), all the right of "First Party" under this guarantee shall stand extinguished and we shall be discharged from all liabilities under this guarantee.

Witness

Dated this Day of _____ (month, year) at (Place).

Signature.....

Signature.....

Name

Name.....

Official Address

Designation with Bank stamp

ADDITIONAL TERMS AND CONDITIONS

Annexure II

Affidavit (to be submitted on Rs 500 Non judicial stamp paper and should be duly signed by the Director/s /all Partners only)

I
 (Name of Director/Partners), s/o

 , Resident of

(Permanent Address)
 is the Owner/Partner/Director of Private Security Agency
 M/S.....

The Firm/Company is registered under Private Security Agencies (Regulation) Act 2005 under state..... and the license is valid in area..... till date.....

(Copy of PSARA license attached). The firm/Company **is in/Not in** (tick whichever is applicable) possession of a valid Labour License for provision of watch and ward Casual/Contract Labour from the office of the concerned Labour department in accordance with the Government orders on the subject.

On behalf of the Private Security Agency M/S.....I undertake the following:-

1. That the payments will be made to all the guards deployed at the Branches of Central Bank of India under Jurisdiction of respective Zonal Offices as per minimum wages as applicable to the area and as revised from time to time by the Labour department, and as per minimum wages act 1948.
2. That Employee's provident fund (EMPLOYER AS WELL AS EMPLOYEE) contribution will be deposited to the concerned authorities as per employees' provident and miscellaneous provision act 1952 in respect of our guards deployed at the branches of Central Bank of India under Jurisdiction respective regional offices.
3. That ESI contribution (on the BASIC+VDA+ALLOWANCES) will be deposited to the concerned authorities as per employees' State insurance act 1948 in respect of our guards



ADDITIONAL TERMS AND CONDITIONS

deployed at the branches of Central Bank of India under Jurisdiction respective regional offices.

4. That the bonus will be paid to all our guards as per bonus act 1965 in respect of guards deployed at the branches of Central Bank of India as per the work order.
5. That the gratuity will be paid to the security guards deployed at the branches of Central Bank of India under Jurisdiction of Zonal Office as and when they become eligible for such payment under the relevant law.
6. That all the guidelines will be followed as stipulated from time to time by Ministry of Labour and Employment.
7. That the firm will be solely responsible for any Noncompliance to Minimum wages Act 1948 and other Labour laws and rules applicable in the state of Madhya Pradesh.
8. That the firm will be solely responsible for any dispute arising out of the appointment/termination of services of the armed guards deployed in the branches of our bank.
9. That the PSARA license of the firm is valid for the period of contract i.e. from to

10. That I/We
.....
.....
.....
.....name of Director/ all Partners are not convicted or facing any criminal proceedings in Court/competent authority under Law of the land.

**Signature of Director/Partners
With Name and Seal**

Date:
Place:

ADDITIONAL TERMS AND CONDITIONS

Annexure III

CLIENTS CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

Name and Address of Client:-

Name of Firm/PSA :-

Details of work executed by the Firm/PSA:-

1.	Name of Work with brief particulars as deployment of Security Guards/Armed Guards in branches/Region/Zones.	
2.	Agreement No. and date	
3.	Period of contract/Actual Period of Services Rendered.	
4.	Average number of Ex-servicemen Un-armed <u>Security Guards/ Residential place Guards</u> deployed in last 3 years (approx).	2021-22:- 2022-23:- 2023-24:-
5.	Average number of Ex-servicemen <u>Armed Guards</u> deployed in last 3 years (approx)	2021-22:- 2022-23:- 2023-24:-
6.	Details of compensation levied for delay (indicate amount) if any	
7.	Name and Address of Authority under whom work executed.	
8.	Whether the deployed Armed Guards are professionally trained.	
9.	Periodic training and Firing practice of Armed Guards conducted by PSA. Please comments.	
10.	Whether the PSA is complying with minimum Wages Act 1948, Employee's Provident fund and Miscellaneous Provision Act 1952, Employees Deposit Linked Insurance Scheme 1976, Employees State Insurance Act 1948, Payment of Gratuity Act 1972, Payment of Bonus Act 1965 and all other Laws as applicable	
11.	Violation of Labour Laws, if any	
12.	Whether the PSA has adequate Supervisory, administration and Training facilities available with them. If yes, mention physical area of strength.	
13.	Did the PSA go for Arbitration/Default? If Yes, Total amount of claim.	
14.	Average Response time for deployment. (number of days)	

ADDITIONAL TERMS AND CONDITIONS

15.	Quality of Work	Outstanding/Very Satisfactory/ Poor	good/Good/
a)	Comments on capabilities of the PSA	Outstanding/Very Satisfactory/ Poor	good/Good/
b)	Technical Proficiency regarding Labour laws	Outstanding/Very Satisfactory/ Poor	good/Good/
c)	Financial Soundness	Outstanding/Very Satisfactory/ Poor	good/Good/
d)	Mobilization of Manpower	Outstanding/Very Satisfactory/ Poor	good/Good/
e)	Quality of Manpower supplied for Security purpose	Outstanding/Very Satisfactory/ Poor	good/Good/
f)	General Behavior	Outstanding/Very Satisfactory/ Poor	good/Good/
16.	<u>Overall Rating of PSA on a score of 10**</u>	Outstanding/Very Satisfactory/ Poor	good/Good/

Note : All the columns should be filled up properly.

Signature of Reporting Officer* with Office Seal

Details of Officer

Name:

Designation:

Mobile No:

Email Id:

*Reporting Officer should be Security Officer or equivalent.

ADDITIONAL TERMS AND CONDITIONS

Annexure IV

TECHNICAL BID

Marking Matrix

Marking will be given to the participant based on different criteria mention in Bid and additional terms and conditions. Performa for the same is as follows:

<u>SL No</u>	<u>Criteria</u>	<u>Value</u>		<u>Max Marks 60</u>
1	19 Cr Turnover (maximum marks 10)	General (₹)	MSEs (₹)	
		19 Cr	14 Cr	5
		> 19 and <=20 Cr	> 14 and <=15 Cr	6
		> 20 and <= 21Cr	> 15 and <=16 Cr	7
		> 21 and <= 22 Cr	> 16 and <=17 Cr	8
		> 22 and <= 23 Cr	> 17 and <=18 Cr	9
		> 23 Cr	> 18 Cr	10
2	Experience in field (maximum marks 10)	5 years		5
		5 and <6 years		6
		6 and <7 years		7
		7 and <8 years		8
		8 and <9 years		9
		More Than 9 years		10
3	DGR empanelled	< 1 yr		5
		> 1 yr but <= 2yr		6
		> 2 yr but <=3yr		7
		> 3 yr but <=4yr		8
		> 4 years but < 5yr		9
		> 5 years		10
4	No of Security Guards on	Upto 200		5



सेन्दुरल बैंक ऑफ़ इंडिया
Central Bank of India

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ADDITIONAL TERMS AND CONDITIONS

<u>SL No</u>	<u>Criteria</u>	<u>Value</u>	<u>Max Marks 60</u>
	Company's payroll including Supervisor.	201-300	6
		301-400	7
		401- 500	8
		501-600	9
		>600	10
5	Similar services providing to other PSBs/PSU/Central Govt/State Govt Organization in Madhya Pradesh.	3 clients	5
		4 clients	6
		5 clients	7
		6 clients	8
		7 clients	9
		> 7 clients	10
6.	PSARA availability (No of State/U.Ts)	PSARA available for 01 State/U.Ts	5
		PSARA available for 03 State/U.Ts	6
		PSARA available for 05 State/U.Ts	7
		PSARA available for 07 State/U.Ts	8
		PSARA available for 09 State/U.Ts	9
		PSARA available for 11 State/U.Ts	10

PRE CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the month 20____, between, the Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at Chandramukhi, Nariman Point Mumbai-400021, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____, (Designation of the officer) representing _____, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief executive officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item)/engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials 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

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

COMMITMENTS OF THE BUYER

3. The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or

indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take 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/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the 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.

4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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:-

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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 to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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 to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/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 the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, 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.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment 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.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose 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 proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

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

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (BID SECURITY)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Bid Security shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract , including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, 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/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER

/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER .

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, 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 /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER 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/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER 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/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen 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/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The 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.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR 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/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 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/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, 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 the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed __ Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations 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 Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors() with confidentiality.

9.7. The BUYER will provide to the Monitors 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 may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the UYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

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/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bhopal.

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 any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If 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.

14. The parties hereby sign this Integrity Pact at on..... BUYER BIDDER

Name of the Officer CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY

Designation

Name of Wing

Central Bank of India

Witness

Witness