

**Central Bank of India**

Tender No. CO:BSD:ELECT:2025-26:69

**Request for Proposal (RFP) Document**

**For**

**Purchase of Plot For bank’s Building .**

Central Bank of India

BSD/Department of Information Technology,

Sector 11, CBD Belapur, Navi Mumbai-400614

## 1. Invitation for Tender Offer:

Central Bank of India, The Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 12 Zonal Offices (ZO) and 4400 plus branches spread across India, invites proposals from interested owners/companies for purchase of plot with clear and absolute title without any encumbrances, for a contiguous parcel of land admeasuring 1.25 acres to 2 acres in NMMC/PMC/MIDC/CIDCO limits within vicinity of CBD Belapur, Navi Mumbai (between Vashi/Mahape to Kharghar), suitable for construction of Bank’s building and Allied Offices of the Bank

A complete set of tender documents may be purchased by eligible bidders on payment of non-refundable amount of ₹ 10,000/- (Rs. Ten Thousand Only) by demand draft/ Banker’s cheque .with narration Tender ref no CO:BSD:ELECT:2025-26:69 in favour of “Central Bank Of India” and payable at Mumbai City. The proof of cost paid of Tender Document is to be submitted by Bidders for participating in the pre-bid meeting and a copy of confirmation is to be uploaded with the Technical Bid.

The details are given below:

|  |  |
| --- | --- |
| Tender Reference Number | CO:BSD:ELECT:2025-26:69 |
| Cost of RFP: Non-Refundable | ₹ 10,000/- (Rs. Ten Thousand Only) including taxes . |
| Date of RFP Issue | 26/05/2025 |
| Bid Security (EMD) | An amount of Rs.5,00,000/- (Rs five Lakhs Only) by means of banker’s cheque/ Account Payee Demand Draft in the account narration Tender ref no CO:BSD:ELECT:2025-26 in favor of “Central Bank Of India” and payable at Mumbai City. |
| e-mail IDs for sending queries and Last Date for submission of queries | agmelectrical@centralbank.co.in, latest by 06/06/2025 up to 15:00 hrs.  Queries to be submitted with Proof of remittance of document/Tender cost |
| Date and time for Pre-Bid Meeting, | 10/06/2025 at 15:00hrs. |
| Last Date and Time submission of Bids | 20/06/2025 up to 15:00 hrs. |
| Mode of bid submission | Mode-Physical |
| Time & Date of Opening of technical bids | Will be communicated separately. |
| Response Types | 1.Document Cost plus Bid Security/EMD  2.Technical Bid  3.Commercial Bid |
| Address for Communication | Business Support Division / Department of IT  16th floor, Chandermukhi Building, Nariman Point, Mumbai  Mail address:  agmelectrical@centralbank.co.in |
| Contact Telephone Numbers | 022-67123510, 67123508/7045445080 |

If any of the above dates fall on a holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be the next working day of the Bank.

The pre-bid meeting will be held in person with the bidders who have submitted proof of remittance of document/Tender cost or exemption certificate of MSME by email to the Bank on or before the stipulated time.

For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs and proof of remittance of document cost or exemption certificate of MSME by email to the Bank. It may be noted that all queries, clarifications, questions etc., related to this RFP, technical or otherwise, must be in writing only and should be sent to the designated email addresses within stipulated time as mentioned.

In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit (EMD) upon submission of valid MSME certificate copy.

Any tender received without Document/Tender Cost, will be disqualified.

Land Requirements , Specifications, Terms and Conditions and various format and Performa for submitting the tender offer are described in the tender document and its Annexures.

**Business Support Division / Department of IT**

**16th floor, Chandermukhi Building,  
Nariman Point, Mumbai - 400021**

## 2. Disclaimer

The information contained in this Request for Proposal Document (RFP Document /Bid Document) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India, is provided to the bidder(s) on the terms and conditions set out in this RFP Document and all other terms and conditions subject to which information is provided.

This RFP Document is not an agreement and is not an offer or invitation by Bank to any parties other than the applicants who are qualified to submit the bids (“Bidders”). The purpose of this RFP document is to provide the Bidders(s) with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent information.

Bank makes no representations or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP Document. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. All such modifications, updates and amendments will be part of the RFP

Bank reserves the right to reject any or all the bids / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Bank in this regard shall be final, conclusive and binding on all the parties.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, directors, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on it.

**For Respondent Only**

The RFP document is intended solely for the information of the bidder to whom it is issued (“bidder/vendor/Service Provider (SP) / prospective bidder/ project management consultant”) and no other person or organization.

## 3. Eligibility Criteria

### Bidder Criteria

|  |  |  |
| --- | --- | --- |
| Sr. | Criteria | Compliance (Y/N) |
| 1 | The Applicant(s) should be the bonafide Owner(s) or Registered Power of Attorney Holder(s) of the land. |  |
| 2 | The Applicant(s) should be an Income Tax assesse(s) with PAN No. and its ITR returns duly filed to date. |  |
| 3 | The bidder should not have been declared NPA by any Bank in India. |  |
| 4 | There should not be any litigation or legal dispute pending before any court of law between bidder and the Bank. A self-declaration in this regard need to be submitted by the bidder |  |
| 5 | At the time of bidding, the bidder should not have been blacklisted / debarred by any Govt / IBA / RBI / PSU / PSE or Banks. A self-declaration in this regard need to be submitted by the bidder |  |

### Land / Plot Criteria

|  |  |  |
| --- | --- | --- |
| Sr. | Criteria | Compliance (Y/N) |
| 1 | The plot has to be within vicinity of CBD Belapur, Navi Mumbai (between Vashi/Mahape to Kharghar). |  |
| 2 | The plot should be Freehold / Leasehold having clear and marketable title. (Relevant photocopies to be attached with a covering letter.) |  |
| 3 | The Plot should be NA (non-agricultural), proof of the same should be summited. (All these documents should be submitted in a sealed cover marked as Technical Bid, “ Prequalification Criteria” and Tender Ref. No. \_\_\_\_\_\_\_\_\_\_\_) |  |
| 4 | The plot shall have good accessibility with wide roads for easy commutation/transport |  |
| 5 | **Required size of Land / Plot -** 1.25 to 2 Acres approximately (free from all encumbrances) |  |
| 6 | **Required land should be:**   1. The land should have direct access to a National Highway (NH) / State Highway (SH) wide Road |  |
| 1. The frontage should be preferably 150 ft. The plot should be preferably rectangular in shape preferably plain and more or less at road level. Preferablly Rectangle The bidder must prepare a plan showing this and submit along with the documents |  |
| 1. The entire land being offered should be contiguous and without any pockets. |  |
| 1. Availability of power is absolutely essential. |  |
| 1. The land should be free from overhead power transmission lines, pipelines of any nature, drainage etc., |  |
| 1. The land should be out of notified and / or acquisition (present/ proposed) by any statutory authority. |  |
| 1. The bidder should have absolute possession of the plot and it should be free of squatters. |  |
| 7 | The land use of the offered land parcel must be commercial/Industrial. |  |

## 4. Other Criteria:

The following are the criteria pertaining to land, and not the evaluation criteria. This shall be adopted for selecting the site(s)/location(s) for further negotiations for purchase of land parcel.

**Accessibility:** The location of site offered should draw its access from major road and the site should be in proximity to the existing development and landmarks of similar nature.

**Shape:** The shape of the land parcel should be regular, irregular shapes would not be given preference.

**Infrastructure:** Availability of requisite infrastructure shall be given preference. The availability of Basic Infrastructure i.e. Water supply, Sewerage, Electricity & Storm Water Drainage etc.

**Status of land** whether Freehold or leasehold.(specify lease period and left over lease period)

**Development parameters** such as Land use, permissible Floor Area Ratio (FAR), Ground Coverage, Permissible Density, Set Backs applicable to the Plot, Permissible height, Maximum Constructible Area etc.

Status of likely support from local Govt. w.r.t. levy of various taxes /duties /cesses & approvals etc.

The Bank subsequently shall carry out due diligence or other verifications for its satisfaction, for which all assistance shall have to be provided by the applicant / Land owner(s) including ownership documents and chain of documents.

## 5. Scope of Work:

1. The Bidder shall execute the Conveyance Deed in favor of the Bank.
2. The bidder shall be liable to offer the plot in compliance with all the applicable statutory provisions as may be enumerated in the relevant Laws / Acts / Provisions of the State.
3. The Transfer Fees or any other charges or contributions and other expenses demanded by and/or payable for transfer of plot of land shall be borne by Bank (like stamp duty, registration charges. etc.)
4. The actual plot area shall be jointly measured by Bank in presence of the bidder/representative by engaging a licensed surveyor. Surveyor shall be engaged by the Bank.
5. The Bidder should submit photocopies of all taxes paid receipts, due for payment till the date of acquisition in respect of the subject land parcel.
6. The bidder should furnish a Legal Search report (LSR) authored by a registered legal practitioner. (Not older that three months from the date of Notice Inviting Tender.)

## 6. General Terms:

1. Firm price of the land to be provided with a validity of at least 180 days from the last date of submission of the bids.
2. Once the process of selection and LOI is issued by the Bank, the price quoted cannot be changed.
3. For completion of registration process / formalities an additional period of 90 days is to be provided without any change in the quoted price.
4. The bidder has to provide necessary Statutory Clearances, Urban Ceiling, Non-agricultural Conversion, Non-Encumbrance Certificate, without any charge to the Bank.
5. Full payment would be made by DD / NEFT / RTGS / Bank Transfer on registration only, in line with prevailing statute Taxes as per norms .
6. Bank is not liable to pay any brokerage charges.
7. The bidder is liable to settle / dispose off all claims / disputes originating from or raised by the landowner(s)/ erstwhile landowners and should indemnify Bank against all such actions.
8. On finalization of the deal, any payment is effected, the bidder has to fence the entire periphery with barbed-wire.
9. The Bidder is required to provide unencumbered possession of the Plot to the Bank immediately.
10. No original documents are to be submitted along with the Bid. Original documents are required to be provided only when Bank demands the same for further scrutiny.
11. No Employment or any other preference will be given to the landlords or their dependents relatives or any other person claiming as affected person.
12. The application(s) not accompanied by the documents as per the check-list, is/are liable to be rejected
13. The Bank reserves the right to accept or reject any or all the applications, or Negotiate for reduction in the quoted price with any or all the applicants or annul this process at any time without assigning any reason for whatsoever reasons.
14. The Bank is not bound to give reasons for rejection of any of the bid.
15. The decision of the Bank shall be final & binding on all the applicants.

## 7. Structure of the RFP Document

This RFP document consists of the following information:

1. Overview and scope of services to be provided by selected bidder including the scope of work.

2. Technical and commercial evaluation methodology which shall be followed to select the successful bidder and

3. Terms and conditions for this RFP document, subject to Bank are entering into a separate contract after selecting the bidder, which shall detail the terms and conditions thereof.

### Annexure and Appendices Seeking Response for Evaluation

A detailed set of annexure and appendix are provided to the bidder for formulation of responses. These annexures would assist Bank in effectively normalizing the bidder’s response for various areas including bidder’s qualification criteria, functional specifications, technical requirements, proposed team strength, commercial proposals etc. The list of such annexure and appendix is provided in this document.

## 8. Method of submitting Tenders: Tenders should be submitted only in 3 sealed covers.

* **First cover – Technical Bid cover** – This cover should contain Part I of application duly filled and signed by the bidder/s in all pages, along with necessary enclosures. The cover should be closed and sealed and super scribed **as “Technical bid (as per Annexure A) for purchase of land** and should also contain the name and address of the bidder on the cover. Contain tender\ fee DD and EMD.(should not contain /mention commercial offer /price or else offer shall be rejected)
* **Second cover – Financial Bid cover** – This cover should contain Part II of the application duly signed by the bidder/s in all pages. This cover should be closed and sealed and super scribed as **“Financial Bid (as per Annexure B) for Purchase of Land.”** and should also contain the name and address of the bidder/s on the cover.
* **Third cover** – Both the first and second cover should be placed in the third cover and should be super scribed as **“SEALED TENDER FOR Purchase of Land ”** and to be addressed to

**Central Bank of India,   
BSD dept., 16th Floor,   
Chandramukhi Building,   
Nariman Point, Mumbai- 400021.**

## 9. Costs Borne by Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

## 10. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement; RFP shall constitute a binding contract till such a contract agreement is executed.

## 11. Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

## 12. Evaluation of Offers

The evaluation of the bidders would be evaluated by a committee formed by the Bank and the Land found most suitable in the evaluation will only be considered for further stages of the tender process. Bank will open the commercial Bid of the suitable bid only.

The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Recipient. The Recipient acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

## 13. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP document.

## 14. Lodgment of RFP Response

RFP Response should be received by the officials indicated not later than the date and time mentioned in Section 1 of this RFP.

**Bids Submission will be valid if:**

* If bid is submitted before the stipulated closing time.
* Only one submission of response to RFP by each Bidder will be permitted.

## 15. RFP Details

Bid submission will be effective upon Bank receiving the RFP response in the above manner. The bid must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the information required or is incomplete or submission is through Fax / offline mode, the RFP is liable to be rejected.

All submissions, including any Banking documents, will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have done bid submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

### RFP Validity Period

RFP will remain valid and open for evaluation according to their terms for a period of at least 180 days from the last date of RFP submission.

### Requests for Information

All queries relating to the RFP, technical or otherwise, must be in writing only to the Specified Point of Contact and email addresses. However, Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent’s response. Respondents should invariably provide details of their email addresses for any communication. If Bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents. Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

## 16. Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will lead to disqualification of the bid and black listing of the bidder.

## 17. Process

Selection of a successful consultant will involve following stages.

1. Issue of RFP document

2. Receipt of bid document

3. Opening of the bid

4. Technical & Commercial Evaluation.

### Technical Evaluation

Next stage in selection is bidder providing relevant details, for evaluation of the bid technically. Bidder to give declaration

|  |  |  |
| --- | --- | --- |
| S.No | DESCRIPTION | Response by the bidder |
| 1 | Distance from CBD Belapur by shortest road route with respect to National Highway or State Highway. |  |
| 2 | Distance from nearest point of Road.(NH /SH ) |  |
| 3 | **Parameters for land** |  |
|  | Topography of the plot (Survey drawing showing the topography of the plot needs to be submitted (Undulated or Flat)  (i) Fairly levelled plot level |  |
|  | Nearby Foothill |  |
|  | Non Seismic Zone |  |
| 4 | Availability of nearest electric sub-station for tapping of HT Connection Power Connection. |  |
| 5 | Availability of Storm Water drainage system (Yes/ No). |  |
| 6 | Fibre Connectivity /Bandwidth to suit DC requirement. (Hub) All Service providers including MTNL/BSNL, Jio, Airtel, Vodafone, Railtel, Tata ---- should be available. |  |
| 7 | Hospital /Medical facilities |  |
| 8 | Fire Brigade |  |
| 9 | Police Station |  |
| 10 | Availability of Boundary Wall with Barbed wire on top (Barbed wire fencing will not be assumed as boundary wall) (Yes / No). |  |
| 11 | Shape of the Plot .. |  |

**The bids will be evaluated by a committee formed by the Bank and the Bids and Land found suitable in the evaluation will be considered for further stages of the tender process.**

### Commercial Evaluation

1. The qualified Bids will be evaluated by Bank /bank’s appointed consultant for suitability of the Land for intended purpose for office bank’s building. The bid and Land found suitable shall be considered for commercial bid opening. Price bid will be opened only for those bidders who qualify in pre-qualifying criteria & Technical Bid Evaluation, and found suitable by the Bank.
2. The Suitable bidder with price per acre /sqmtr will be considered as the successful bidder . In case the successful bidder backs out, the alternate bidders will be considered .
3. The Bank shall issue LOI in the name of successful bidder on approval of proposal by the competent authority.
4. Bank shall enter into an Agreement to purchase on receipt of clear due diligence report and settlement of all terms & conditions.
5. Subsequently a sale deed shall be executed on fulfilment of other conditions mentioned in the Agreement to sell.
6. All the pending statutory / other dues prior to purchase will be borne by the Land Owner(s)

### List of documents to be submitted

1. Details of the land being offered (Address, Location, Area, Land use etc.)

2. The title document of the property. Copy of Registered Sale Deed/Sale Agreement in favour of the Owner/ Copy of Share Certificate of the Society in favour of Owner, Copy of 7/12 extract, copy of 6/12 extract (), Property Record Card appearing in the name of Owner, copy of tax paid receipt of last three years etc. .

3. The documents of Partnership Deed/Agreement, Memorandum and Articles of Association with list of Directors if applicant is a Limited Company or Partnership firm.

4. The copy of dimensional plot layout with nearby prominent features clearly showing the approach roads, approximate distance from National Highway, State HIGHWAY, tarmac road etc.

5. The breakup of the prevailing property tax, rates or any other outgo to be given along with the proposal.

6. The details regarding Income tax i.e. a copy of latest Income Tax Clearance Certificate

7. Legal Search report(LSR) of land from a practicing lawyer for a period covering 30 years in the format prescribed by Bank .

8. Photocopies of Latest payment receipts of municipal/ local authorities dues

9. Latest bill of electricity, if there is electric connection on property

10. Valid Identification proof and address proof of owner of land. If land is owned by company or partnership firm then Identity proof and address proof of Directors/ Partners should be provided.

12. Declaration / undertaking as per Appendix –A

### TENDER SUBMISSION THROUGH PHYSICAL PROCESS

(1) All the bids the “Technical Pre Qualification Criteria”, "Technical bid” and "Price Bid" are to be put in two separate envelope which are then put in an outer envelope, sealed and superscripted with "Tender for requirement of non-agricultural land for use of Building Bank’s building /Industrial Use" and submitted within the due date and time at the address given in General Conditions.

(2) All the pages of the bids should be signed and stamped by the authorised signatory. Bidders shall have to submit documents certifying the nominated Authorised Signatory (ies).

(3) Documents required for Qualification Criteria shall be put in a separate envelope and shall be super scribed with Tender Ref. No. and “Mandatory Pre- Qualification”.

(4) Declarations, duly filled in, stamped and signed by the authorised signatory should also be put in the envelope for “Technical Bid”.

## 18. Pre Bid Meeting

For clarification of doubts of the bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP

For any clarification with respect to this RFP, the bidder may send an email to agmelectrical@centralbank.co.in It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be to the designated e-mail ID as stated earlier

Written requests for clarification may be submitted to the Bank as per the schedule mentioned in the RFP prior to pre-bid meeting and clarifications for such queries shall be provided by Bank or its representative in the meeting. It may be noted that no queries of any bidder shall be entertained after the last date for submission of queries via e-mail. Only two authorized representatives of the bidders who have purchased the RFP document will be allowed to attend the meeting. Bank may or may not respond to all the queries of the bidder.

## 19. Legal Compliance

The Successful Bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of license, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank’s attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect.

## 20. Governing Law and resolution of dispute

All disputes or differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of the Contract / Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable national laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject of the exclusive jurisdiction of courts at Mumbai and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English

The laws applicable to this contract shall be the laws in force in Navi Mumbai, India. The contract shall be governed by and interpreted in accordance with Indian law.

The Successful Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbiter, as the case may be, is obtained. The venue of the arbitration shall be in Mumbai

## 21. Amendment to Contract

No variation in or modification of the conditions of the contract shall be made except by written amendment signed by the parties

## 22. Correspondence and Notices

Any correspondence or notice from one party to another under the terms of the contract shall be served by hand and confirmed in writing to the party’s address. A notice shall be effective from the date when delivered

## 23. Terms and Conditions

### General Terms and Conditions

Apart from those guidelines, the bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

### Governing Language

All correspondences and other documents pertaining to the contract shall be in English

### Applicable Law

The Contract shall be governed and interpreted in accordance with laws enforced in India

### Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

### Applicable Law and Jurisdiction of court

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Mumbai (with the exclusion of all other Courts).

the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

**Exit option-**Notwithstanding anything contained in this Agreement, the Bank shall be entitled to terminate the agreement with the Vendor without assigning any reason at any time by giving thirty(30) days prior written notice to the Vendor

### Liquidated Damages

The liquidated damages will be an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (under the terms and conditions of the contract) by the vendor and the consultancy company / firm shall be liable to pay the Bank as liquidated damages at the rate of .25% of the total contract value of each assignment for delay of every week or part thereof (for final certification) with maximum limit of 10% of contract value of the each assignment. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidate damages, if any, accruing to the Bank, as above, from any amount payable to the consultant/s either as per the Contract, executed between the Bank and the vendor pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the vendor.

1. Termination of the purchase agreement fully or partly and claim liquidated damages
2. Forfeiting of Earnest Money Deposit

### FORCE MAJEURE

i. For the purpose of this contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action(except where such strikes, lockouts or other industrial action are within the power of the party invoking Force majeure to prevent), confiscation or any other action by Government agencies.

ii. Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s sub-consultants or agents or employees, nor (b) any event which is a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, an avoid or overcome in the carrying out of its obligations hereunder.

iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

iv. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.

v. A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any case not later than 14 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal conditions as soon as possible.

This provision shall survive the termination of this agreement for any reason.

## 24. Survival of Clauses

Any provision or covenant of this RFP or subsequent Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

### Expenses and Taxes

The cost should include all related expenses. There are no additional expenses reimbursable by Bank. The bidder is expected to quote price in Indian Rupees as part of the commercial bid

The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST.

## 25. Non-negotiability on RFP

Bank is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing will remain unchanged unless explicitly communicated by Bank in writing to the bidders. The bidders shall adhere to the terms of this RFP and shall not deviate from the same. In the event of any deviations to the RFP the same to be clearly specified by the vendor as part of the bid response. Bank will discuss such deviations only with the final selected vendor.

## 26. Indemnity

The bidder shall, at its own cost and expenses, defend and indemnify the Bank against all third-party claims arising from the performance of the contract that is directly attributable to the bidder and capped only to the services provided by the bidder.

The bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party, the Bidder will bear all expenses including legal fees and compensation amount.

Bank will give notice to the bidder of any such claim and shall provide reasonable assistance to the bidder in disposing of the claim. The bidder shall also be liable to indemnify the Bank, at its own cost and expenses, against all losses / damages, which Bank may suffer on account of violation by the bidder of any or all IT services provider laws, norms, standards, procedures etc. This liability shall not ensue if such losses / damages are caused due to gross negligence or willful misconduct by the Bank or its employees.

## 27. Confidentiality of Bid documents and Confidentiality of the Project

1- The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

## 28. Other Terms and Conditions

Bank reserves the right to:

* Reject any and all responses received in response to the RFP.
* Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
* To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time
* Extend the time for submission of all proposals.
* Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
* Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
* Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
* Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
* Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation.
* The Bank reserves the right to float the RFP again.
* The Bank shall not incur any liability to the bidder(s) on account of reissue of RFP.
* Bank shall not be obliged to inform the bidder(s) of the grounds for the Bank's rejection.
* The Bank reserves the right to modify any items of the scope of the RFP.
* The RFP may be reissued if none of the bidders qualify in the technical bid evaluation.

## 29. Integrity Pact (IP)

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this RFP shall be covered under the Integrity Pact (IP) policy of Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure.

The bidder should undertake for signing of the Integrity Pact on a Rs. 500/- Stamped paper as per the Performa provided by the Bank to the bidder . Integrity pact shall be submitted by all the prospective bidders at the time of Bid submission or as per Bank’s satisfaction. Non – submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground for bidder’s disqualification to participate in the Bid process

Signing of the IP with Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this RFP and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process

Bank has appointed an Independent External Monitors (hereinafter referred to as IEM), whose name(s) and e-mail IDs are as follows:

Sri Trivikram Nath Tiwari [mail: [trivikramnt@yahoo.co.in](mailto:trivikramnt@yahoo.co.in)]

Shri Jagdip Narayan Singh [mail: [jagadipsingh@yahoo.com](mailto:jagadipsingh@yahoo.com) ]

* IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under the pact
* IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently

Both the parities accept that the IEM has the right to access all the documents relating to the Project/procurement, including minutes of meetings. However, Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter

## 30. Adherence to Laws and Standards

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities which are applicable to respective business, obligations and subject matters of the contract

The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder. The Bank reserves the right to ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.

## 31. Conflict of Interest

The bidder shall disclose to Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict

## 32. Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Service Provider observe the highest standard of ethics during the execution of such contracts in pursuance of this policy: “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm/Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## 33. Privacy and Security Safeguards

The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

## 34. Publicity

Any publicity by the bidder in which the name of Central Bank of India is to be used should be done only with the explicit written permission of Central Bank of India.

## Cover Letter

Date:\_\_\_\_\_\_

To

Dy. General Manager - BSD,

Central Bank of India,

Central Office, Mumbai – 400 021

**Sub: Tender No. CO:BSD:ELECT:2025-26:69**

Sir**,**

1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the ‘Request for Proposal’ and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this bid Offer for 180 days from date of bid (Commercial Bid) opening and our Offer shall remain binding on us which may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
6. We certify that we have provided all the information requested by the bank in the format prescribed for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

## 

## Annexure 2: Bidder’s Information

|  |  |  |
| --- | --- | --- |
| **#** | **Particulars** | **Details** |
|  | Name of bidder |  |
|  | Constitution |  |
|  | Address with Pin code |  |
|  | Authorized Person for bid |  |
|  | Contact Details (Mail id & Mobile No) |  |
|  | Years of Incorporation |  |
|  | Number of years of experience |  |
|  | Good and Service Tax Number |  |
|  | Income Tax Number (PAN) |  |
|  | Address |  |
|  | Whether all RFP terms & conditions complied with. |  |

Signature

Name:

Designation:

Seal of Company

Date:

## Annexure 3: Bidder’s Particulars

|  |  |  |
| --- | --- | --- |
| **#** | **Particulars** |  |
|  | Name of the Bidder |  |
|  | Address with E mail id, Mobile no. and Pin code |  |
|  | GST Number |  |
|  | Bank Details |  |
|  | PAN Number |  |
|  | Name of Authorised Person  Mobile No:  Landline No: |  |
|  | i. Email ID  ii. Alternative Email ID |  |
|  | Details of Document cost / Tender fee | UTR/Reference No. date & Amount |
|  | Details of EMD | BG/UTR/Reference No. date & Amount |
|  | Exemption Certificate details (if applicable). Eg: MSME/Udyog Aadhar certificate etc. | Please upload copy of the same along with details |

Signature

Name:

Designation:

Seal of Company

Date:

## Annexure 5: Compliance Certificate

Compliance Certificate

To, Date:

Dy. General Manager -BSD

Central Bank of India

Central Office,

Mumbai

Dear Sir,

Ref: -

1. Having examined the Tender Documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide consultancy in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. We confirm that this offer is valid for 180 days from the last date for submission of Tender Documents to the Bank.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
5. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
6. We have never been barred/black-listed by any regulatory / statutory authority in India.
7. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.
8. We confirm that the Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Signed Dated

Seal & Signature of the bidder

Phone No.:

Fax:

E-mail:

Place:

## Annexure 6: Bidder’s Declaration

Bidders are required to give declarations / undertaking in respect of the following

|  |  |  |
| --- | --- | --- |
| Sr. | Description | Whether Provided YES or NO |
| 1 | In case the parcel of land does not belong to the bidder, An undertaking is required to be submitted by the bidder confirming that the landowner would not claim for any money or make any dispute pertaining to the land and also not claim any job in the project as Project Affected People. |  |
| 2 | Declaration regarding firm price for a stipulated period of 180 days |  |
| 3 | Bidder will take the responsibility of execution of Conveyance Deed |  |
| 4 | Proof of ownership of the landowner(s) in terms of Clause c(ii) of the NIT has been provided |  |

Date

Place Seal & Signature of the Bidder

## Annexure 7: Undertaking for Acceptance of Terms of RFP

Date\_\_\_\_\_\_

## Annexure 8: Pro-forma for Deed of Indemnity

This deed made on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2022 **BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a Company incorporated under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as “the Indemnifier” which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its assigns, administrators and successors) of the ONE PART;

AND

**Central bank of India a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, as amended from time to time having its Head Office Chander Mukhi, Nariman Point, Mumbai** (hereinafter referred to as “the Bank/Bank”, which expression shall unless excluded by or repugnant to the context be deemed to mean and include its assigns, administrators and successors) of the OTHER PART

**WHEREAS**

1. The Indemnifier has

A. Offered for **Purchase of Plot for Building Bank’s building and Allied Offices** by the Indemnifier is hereinafter referred to as “**Supply and Services**".

B. Agreed to install and provide comprehensive maintenance for the equipment, materials used and workmanship by them in terms of the Service Level Agreement (SLA) dated \_\_\_\_\_\_\_\_\_ and respective Purchase Order/s --------------------------issued from time to time, if required, at the discretion of the BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").

C. Represented and warranted that the aforesaid supply/services offered to the BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of the BANK.

D. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Service Level Agreement (SLA) with the BANK.

2. One of the conditions of the aforesaid Agreement is that the Indemnifier is required to furnish an indemnity in favour of the BANK indemnifying the latter against all claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to the BANK as also for breach committed by the Indemnifier on account of misconduct, omission and negligence by the Indemnifier.

3. In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of the BANK as hereinafter appearing;

**NOW THIS DEED WITNESSETH AS UNDER:-**

In consideration of the BANK having agreed to award the aforesaid contract to the Indemnifier, more particularly described and stated in the aforesaid SLA, the Indemnifier does hereby agree and undertake that:-

(1) The Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines, on account of misconduct, omission and negligence and also from the environmental damages, if any, which may occur during the contract period.

(2) The Indemnifier further agrees and undertakes that the Indemnifier shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.

(3) The Indemnifier further agrees to provide complete documentation and data of all equipment/accessories and other software, they are having. The Indemnifier shall also indemnify and keep indemnified the BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments in this regard whether applicable under Indian Jurisdiction or Foreign Jurisdiction.

(4) If any additional approval, consent or permission is required by the Indemnifier to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(5) The obligations of the Indemnifier herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

(6) The obligations of the Indemnifier under this Deed shall not be affected by any act, omission, matter or thing which would reduce, release the Indemnifier from any of the indemnified obligations under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to the BANK).

(7) This indemnity shall survive the aforesaid Service Level Agreement (SLA).

(8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

(9) This indemnity shall be governed by and construed in accordance with the laws of India. The Indemnifier irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decree, a certified copy of which shall be conclusive evidence of the judgment/decree, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) The BANK may assign or transfer all or any part of its interest/claim herein to any other person. The Indemnifier shall not be entitled to assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the BANK.

(11) Bank agrees and undertakes to indemnify Bidder and further undertakes to compensate Bidder in case of any claim accruing to Bidder on account of proven breach of licenses software, beyond the permitted purpose, by authorized officer of Bank.

**IN WITNESS WHEREOF** the parties herein have set their hands unto these presents the day, month and year above written

**Witness:**

**1)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Seal and Signature of indemnifier)**

**2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Seal & signature of the authorized signatory of the Bank)**

Note: The said indemnity shall be affixed with the applicable stamp duty.

## Annexure 9: Integrity Pact

Integrity Pact

Between

Central Bank of India hereinafter referred to as “The Principal”,

And

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

**Preamble**

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/ contractor(s)**

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at Annexure 22.

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings”. (As given in the annexure-22 )

**Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 – Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

**Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

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

**Section 8 – Independent External Monitor / Monitors**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. In case of sub-contracting, the Principal Contractor shall take all responsibility of the adoption of Integrity Pact by the sub-contractor.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM’s decision in the matter.

(6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word “Monitor‟ would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

**Section 10 – Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai City.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

**Section 11- FALL CLAUSE**

**11.1.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying same/exact product/systems or subsystems/services (i.e. same scope, deliverables, timelines, SLAs & pricing terms) 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.

|  |  |
| --- | --- |
| **Signed, Sealed and Delivered for the Principal** | **Signed, Sealed and Delivered for the Bidder** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Company Seal** | **Company Seal** |
| **Witness I** | **Witness II** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## Annexure 10: Non-Disclosure Agreement

This Agreement made at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2022

Between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a company incorporated under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “-----” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as “BANK” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

The ………..bidder and BANK are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “the Purpose”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**1. Confidential Information**

“Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show:

(a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,

(b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party,

(c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or

(d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

**2. Non-Disclosure**

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to its employees, consultants, auditors, sub-contractors (“Representatives”) consultants only if such representatives has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party’s Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefor.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

**3. Publications**

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

**4. Term**

This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

1. **Title & Proprietary Rights**

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

1. **Return of Confidential Information**

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph. The obligation under this clause will not apply where it is necessary to retain any confidential information for the purpose as required by the law or for internal auditing purposes or electronic data stored due to automatic archiving or backup procedures.

1. **Remedies**

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

1. **Entire Agreement, Amendment and Assignment**

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

1. **Governing Law and Jurisdiction**

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai City only.

1. **General**

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

1. **Indemnity**

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

In WITNESS THEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written:

|  |  |
| --- | --- |
| **Signed, Sealed and Delivered for the Principal** | **Signed, Sealed and Delivered for the Bidder** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Company Seal** | **Company Seal** |
| **Witness I** | **Witness II** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## Annexure 11: NPA UNDERTAKING

Pro forma of letter to be given by all the bidders participating RFP on their official letter-head

Date: \_\_\_\_\_\_\_

To,

Dy. General Manager - BSD,

Central Bank of India,

Central Office, Mumbai – 400 021

Sub: Tender No. CO:BSD:ELECT:2025-26:69

**Sir,**

We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(bidder name), hereby undertake that-

* We have / not have been declared NPA by any Bank in India.
* Further, we do not have any pending case with any organization across the globe which affects our credibility to service the bank.

Yours faithfully,

Authorised Signatory

Designation

Bidder’s corporate name

## Annexure 14: Letter for Refund of EMD

(To be provided on letter head of the Bidder’s Company)

Date:­­­­­­­\_\_\_\_\_

To,

Dy. General Manager - BSD,

Central Bank of India,

Central Office, Mumbai – 400 021

Sir,

Sub: LETTER FOR REFUND OF EMD

REF : Tender No. CO:BSD:ELECT:2025-26:69

We (Company Name) had participated in the Request for Proposal (RFP)

We understand that it is the Bank's policy to withhold EMD refund to unsuccessful bidders until submission of performance bank guarantee by successful bidder and we do agree to abide by the said policy.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr. No. | Bidder Name | DD/BG Number | Drawn on Bank Name | Amount (Rs) |
|  |  |  |  |  |

Bank details to which the money needs to be credited via NEFT are as follows

Name of the Bank with Branch

Account Type

Account Title

Account Number

IFSC Code

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory

Designation:

Seal of Company

**3. Definitions**

In these Guidelines, unless the context otherwise requires:

i) ‘Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer’ shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. ‘Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer’ in the context of these guidelines is indicated as ‘Agency’.

ii) ‘Inter-connected Agency’ shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:

a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning, Executive Director (BSD) shall be the “Competent Authority” for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the “Appellate Authority” in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA “Executive Directors Committee‟ (EDC) shall be the “Competent Authority”. The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.

d) For Zonal Offices Only

Any officer not below the rank of Deputy Dy. General Manager appointed or nominated by the Head of Zonal Office shall be the “Competent Authority” for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the “Appellate Authority” in all such cases.

e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of BSD shall be the “Competent Authority” and concerned Executive Director (BSD) shall be the “Appellate Authority”.

f) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) ‘List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL

## Annexure 17: Eligibility Criteria Compliance

Bidder needs to comply with the eligibility criterion mentioned below. Non-compliance with any of these criterions would result in outright rejection of bidder’s proposal. Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of Bank pertaining to Eligibility Criteria evaluation would be final and binding on all the bidders. Bank may accept or reject an offer without assigning any reason whatsoever.

### Bidder Criteria

|  |  |  |
| --- | --- | --- |
| Sr. | Criteria | Compliance (Y/N) |
| 1 | The Applicant(s) should be the bonafide Owner(s) or Power of Attorney Holder(s) of the land. |  |
| 2 | The Applicant(s) should be an Income Tax assesse(s) with PAN No. and its ITR returns duly filed to date. |  |
| 3 | The bidder should not have been declared NPA by any Bank in India. |  |

### Plot Criteria

|  |  |  |
| --- | --- | --- |
| **Sr.** | **Plot Criteria** | **Compliance (Y/N)** |
| 1 | The plot has to be within vicinity of CBD Belapur, Navi Mumbai (between Vashi/Mahape to Kharghar). |  |
| 2 | The plot should be Freehold / Leasehold having clear and marketable title. (Relevant photocopies to be attached with a covering letter.) |  |
| 3 | The Plot should be NA (non-agricultural), proof of the same should be summited. (All these documents should be submitted in a sealed cover marked as Part –A, “ Prequalification Criteria” and Tender Ref. No. ) |  |
| 4 | The plot shall have good accessibility with wide roads for easy commutation/transport |  |
| 5 | **Required size of Land / Plot -** 1.25 to 2 Acres approximately (free from all encumbrances) |  |
| 6 | **Required land should be:**   1. The land should have direct access to a National Highway (NH) / State Highway (SH) /60ft wide Road |  |
| 1. The frontage should be preferably 150 ft. The plot should be preferably rectangular in shape preferably plain and more or less at road level. The area of the maximum size rectangle (as it is the best type of shape of land) should be near to 90% of the total area of the land offered. The bidder must prepare a plan showing this and submit along with the documents |  |
| 1. The entire land being offered should be contiguous and without any pockets. |  |
| 1. Availability of power is absolutely essential. |  |
| 1. The land should be free from overhead power transmission lines, pipelines of any nature, drainage etc., |  |
| 1. The land should be out of notified and / or acquisition (present/ proposed) by any statutory authority. |  |
| 1. The bidder should have absolute possession of the plot and it should be free of squatters. |  |
| 7 | The land use of the offered land parcel must be commercial/Industrial. |  |

Hard copy of the documents to be submitted to, DGM – BSD, Chander Mukhi Building, Nariman Point, Mumbai - 400021

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.CBI reserves the right to verify references provided by the Bidder independently.

Any decision of CBI in this regard shall be final, conclusive and binding up on the bidder.  CBI may accept or reject an offer without assigning any reason whatsoever.

## Price Bid(Put in Separate sealed envelope “Price Bid”

Only the price (in the schedule provided herewith) to be submitted after signing by the **Authorised Signatory and putting stamp in a separate sealed envelope super scribing "Price Bid".**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Description | Area of Plot in Acre/sqmtr | Cost per Acre/sqmtr | Total Cost in Rupees |
| 1 | Plot with Demarcated Boundary . |  |  |  |

Cost **per Acre/sqmtr**  in Words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Cost in Words**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Successful bidder will be arrived based cost quoted against line item, “Cost per Acre/sqmtr”**

Indicative quotes of the following items to be given by the bidder, which will not be part of Commercial evaluation.

|  |  |  |
| --- | --- | --- |
|  | Description | Total Cost in Rupees |
| 1 | Stamp duty |  |
| 2 | Registration Charges |  |
| 3 | Taxes, if any, please specify |  |

\*In case of any disparity, the price quoted in words would be considered as the offered price.

Date

Place Seal & Signature of the Bidder