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**CENTRAL OFFICE**  
**CHANDERMUKHI BUILDING, NARIMAN POINT**  
**MUMBAI - 400021**

**REQUEST FOR PROPOSAL FOR CONCLUSION OF RATE CONTRACT WITH OEM**  
**FOR STRONG ROOM DOORS WITH ACCESSORIES & CASH/ GOLD SAFES AT**  
**BRANCHES/OFFICES (PAN INDIA)**

**Background**

1. **Central Bank of India**, a Public Sector Bank, is one of the oldest and largest commercial banks in India based in Mumbai. The Bank has more than 4500 branches, spread across 27 Indian states and 3 Union Territories.
2. The Bank invites proposals for the conclusion of Rate Contract with OEM for Strong Room Doors and Cash/Gold Safes with accessories at branches/offices (pan-India). The vendors are requested to quote/ offer their best price.
3. **Confidentiality:**

*This document is meant for the specific use by the Company/ person(s) interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Central Bank of India expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and will be liable to be prosecuted by the Bank in the event of such an instance brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.*

**4. RFP DETAILS.**

Sr No	Description	Remarks
A.	RFP No. and Date	RFP No. CO/SECY/EMPNL/2021-22/87/582 dated 10/03/2022.
B.	Name of the work & Scope	Empanelment of firms for Rate Contract for supply and installation of Strong Room Doors (SRD) with accessories & Cash/ Gold Safes at Branches/Office of the Bank PAN India basis
C.	Cost of application/ tender document. Availability of forms	₹ 5000/- (Non-refundable) by DD favouring Central Bank of India, payable at Mumbai. Tender may be down loaded from the Bank's web site <a href="http://www.centralbankofindia.co.in">www.centralbankofindia.co.in</a> or from the <b>CPPP Portal</b> . DD should be enclosed in the Technical Bid. Application without the DD shall be rejected. <b>MSMEs as per the norms (not being start-ups) are exempted from payment of Tender Fee.</b>
D.	Date and Time for floating of tender	10 Mar 2022
E.	Pre Bid Meeting	1230 Hrs on 22 Mar 2022
F.	Time and last date of submission of Tender	Up to 1500 H on 29 Mar 2022
G.	Date, Time and Place of opening of Tender	1530 Hrs on 29 Mar 2022. Address as provided
H.	Address for submission of tender, contact person, telephone No.	General Manager Business Support Department, Central Bank of India, Central Office, Chandermukhi, 16 <sup>th</sup> Floor, Nariman Point, Mumbai - 400 021. Tel. No. 022 6638 7874 or 6638 7666
I.	Quantum of Earnest Money Deposit (BID SECURITY)	<b>₹ 10 lakhs</b> - DD/BG of any Bank other than Central Bank favouring the Bank, Mumbai Valid for three months. <u>MSMEs as per the norms (not being start-ups) are exempted from payment of Bid Security.</u> * EMD of the Firms who are already empanelled with Central Bank of India for the Security Equipment and have submitted the EMD with the Bank will be considered for

		this RFP.
J.	Terms of payment of Bills	Against installation of SRD by the Branch concerned.
K.	Stipulated time for completion of the work/supply	6-8 weeks from the date of Supply Order
L.	Validity period of the Price Bid	180 days from the date of opening of Commercial Bid
M.	Electronic Payment	Payment shall be made by way of EFT. Firm should furnish details of the Bank A/c No, IFSC code etc.
N.	Escalation of price	No escalation permitted. Prices shall be firm & fixed.
O.	After Sales service support (Warranty)/AMC	Warranty of minimum one (1) year/ specified by the company if more than one (1) year and After Sales Service support for 10 years after the expiry of warranty
P.	Performance Bank Guarantee	3% of the contract amount (Basic Price of the number of machines proposed to be purchased from the supplier). The PBG shall be valid till 60 days after the expiry of all contractual obligations including warranty. BID SECURITY shall be refunded on furnishing the Bank Guarantee.

5. **The empanelment shall be for a period of One (1) year.** The same may be renewed for a period of further One year subject to **mutual consent and at the same terms and conditions on the basis of the firm's performance.** Violation of terms and conditions mentioned in this RFP will render the firm's empanelment liable to be terminated. **Bank's Zonal/ Regional Offices will place a Work Order upon the firm for supply & installation of SRD with accessories/ Cash/ Gold Safes, WITH OR WITHOUT BUYBACK, as and when required.**

6. **Authority to submit Bids**

- Only authorized personnel of the firm/ organization shall sign the Bid. The proposal must be accompanied with a 'Letter of Undertaking' duly signed by an 'Authorized Signatory'. The letter should indicate the complete name and designation of the signatory. Necessary resolution/authority/ Power of Attorney available shall be enclosed.
- In case the Principal Vendors authorize their business partners or authorized distributors to bid on their behalf, a separate 'Authorization Letter' along with a commitment to fulfill the terms of tender should be submitted. One firm or organization cannot quote on behalf of multiple manufacturers. Further if a particular machine is marketed by one or more firms, only one firm should respond to the tender for that particular model.

7. **Pre-Bid Meeting**

- Prospective bidders are requested to submit their points for clarification during pre-bid meeting at under mentioned E-mail address till 1 day prior to the Pre-Bid meeting:

**smcosecurity@centralbank.co.in**

- It may be noted that no queries of any bidder shall be entertained post the Pre Bid Meeting.**
- Further "Addendum", if required, shall be placed on Bank's website only and the bidder has to refer the same before final submission of the offer. **It would also be placed on the CPPP Portal.**

8. **Bank's Right to issue/seek Clarifications, Addendums, Corrigendum etc.**

Bank can at any time issue clarifications, addendums or corrigendum. The same will be published in the Bank's website and the CPPP Portal. The applicants are requested to regularly visit the Bank's website. The decision to extent the date of submission of the Bid rests with the Bank.

9. **Submission of Proposal**

- The offer will be submitted in a sealed envelope super-scribing "RFP for Supply & Installation of Strong Room Door **with/without** accessories and Cash/Gold Safes" to our Central Office, Chandermukhi building, 16<sup>th</sup> floor, Nariman Point, Mumbai - 400021, on or before the date & time mentioned above.

- b) Bidder must sign each page of document submitted failing which the application is liable to be rejected. The proposal received after the time of submission or without technical specification form would be rejected.
- c) The Eligibility Criteria cum Technical Bid should comprise of the following:
  - (i) Covering letter in the prescribed format as mentioned in **Annexure I**.
  - (ii) OEM's profile as per **Annexure II**.
  - (iii) Certificate from OEM (Original Equipment Manufacturer) that they would supply spare parts for the quoted model for minimum next 10 years. Letter from OEM will be in original (Hard copy), no Xerox/ mail print is acceptable. In absence of this, the offer will be rejected.
  - (iv) Documentation (Product Brochures, leaflets, manuals etc.).
  - (v) Details of reference sites as per including relevant completed work certificates.
  - (vi) Confirmation regarding compliance to the Technical Specifications through the Technical Assessment Form. The offer without this form will be liable to be rejected.
  - (vii) The offer from the supplier should be compliant to the standard and specification mentioned.

**10. Right to Accept/Reject any/or all Application** Bank reserves the right to accept/reject any or all application and to annul the empanelment process and accept/reject all applications at any time prior to empanelment or any time after empanelment, without thereby incurring any liability to the affected applicants or any obligation to inform the affected applicants of the grounds for Bank's action.

**11. Eligibility Criteria for short listing (Pre- Qualification)** The Eligibility Criteria for short listing of the Vendors is detailed as **Annexure III**.

- Manufacturers who are presently on the Bank's panel FOR SRD/ Cash/Gold SAFE (either permanent or temporary) are required to apply afresh.
- Bank reserves right to cancel or withdraw the RFP or to select/reject any or all tender applicants received without assigning any reasons therefor.

**12. Make In India/ Startup/ MSE/ Neighboring Country Clause**

- a. Only **local suppliers** will participate in the bidding process as applicable under the orders issued by Govt. of India namely Public Procurement (Preference to make in India) Order 2017 as revised from time to time. Ref: PPP-MII Order dated 16.09.2020 (Order number P-45021/2/2017-PP (BE-II) and as amended time to time. This is due to the availability of adequate number of reputed manufacturers.
- b. No exemptions/relaxation shall be given to the STARTUP. (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended time to time).
- c. The exemptions/relaxation shall be given to MSEs which are not a STARTUP. Micro and Small Enterprises (MSEs), quoting price within the price band of L1+15% shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L I price is from someone other than a MSE and such MSE shall be allowed to supply upto 20% of the total tendered value.(Ref: Gazette notification No DL-33004/99 dated 23.03.2012 as amended time to time.)
- d. The clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India shall be adhered to.(Ref: Order No F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure).

**TERMS & CONDITIONS**

**13. FORCE MAJEURE**

If at any time during the currency of the contract, the performance in whole or in part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war,

hostilities, acts of God, Public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics. then, provided notice in writing of the happening of the any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate their contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

The whole or any part of the Party's obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three (3) months the parties shall hold consultation to resolve the problem satisfactorily.

#### **14. Execution of Work & Penalties**

- a. The supply and installation of SRD/ Safe is to be completed within the stipulated time commencing from the date of acceptance of the Work Order issued by the Bank.
- b. Any delay in completion of the work over the stipulated period will attract penalty of ₹ 1000/- per week or part thereof, per site. Bank reserves the right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company/vendor. In case of penalty exceeding 10% of the estimated Purchase Value, the Service Provider will be to be removed from the panel.
- c. The Bank may however, extend the time of completion on force majeure conditions or for any reasons beyond the control of the contractor. However, the contractor has to inform/request in writing for any extension quoting reasons therefore.
- d. The contractor agrees and considers that the penalty set out hereinabove are fair and reasonable and that he will not raise any objection or dispute with regard to the exercise by the bank of the right in this regard.
- e. The subject RFP stipulates submission of bid for Prequalification cum Technical Bid. The committee formed by the Bank will evaluate the offer submitted through visits to the manufacturing facility among other evaluation parameters. The Committee will look into Eligibility Criteria and thereafter pre-qualify eligible agencies who are fulfilling the criteria mentioned in the RFP. Only bidders who qualify the Eligibility Criteria and the Technical Evaluation will proceed to the Commercial Bid Stage. **The panel will be valid for ONE (01) year.**
- f. No bid will be accepted after the expiry of the time notified for receiving tenders under any circumstances whatsoever.
- g. The bids will be opened at above address at the scheduled date and time.

#### **15. Testing of Strong Room Door/ Safe by the Bank**

- a. The company should give its written consent for the Bank to test one out of every 50 Doors/ Safe supplied to the Bank by the company and to replace the door to be tested with a new door of the same class prior to the test free of cost of whatsoever nature.
- b. The company should also give its written consent to bear the cost of transporting the door to be tested from the Branch to the testing venue and bear the cost of testing charges to the testing agency.
- c. The burglary resistance test shall be carried out by any of the Test Houses accredited to or approved by the Bureau of Indian Standards chosen at the discretion of the Bank.
- d. In case any of the newly-supplied door is cut or broken successfully by burglars, testing will be carried out immediately even without waiting for achieving target of 50. If the door fails the test, Contract with the vendor will be cancelled immediately.

#### **16. Earnest Money Deposited (EMD)** The bidder has to submit Earnest Money Deposit of **₹ 10,00,000/- (Rupees Ten Lakhs only)**. The EMD of unsuccessful bidder shall be refunded after completion of submission process and the EMD of the selected vendor shall remain with the Bank as Security Deposit during the period of empanelment for which no interest will be

paid on the EMD. Earnest money paid by contractor shall be forfeited if the empanelled bidder fails to comply with the terms and conditions of the RFP document.

17. **Opening of Offers** Application will be opened at Bank's Central Office on by the Committee of Executives/ Officers at the stipulated date/time. The Bidders/ their representatives(s) may be present at the time of opening of the Technical Bid Offers. The Technical Bid offers will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present. No separate intimation will be sent in this regard to the Bidder for deputing their representatives unless a change is observed. Exemption to MSEs will be accorded in line with the Govt policies/guidelines.

18. **Contact personnel**

- Lt Cdr Vinod Sunotra                      Sr Manager - Security
- Mr Satyen Hadawale                      Manager - Security
- Phone 022 6638 7874
- Email smcosecuriy@centralbank.co.in

19. **Inspection of Facilities**

The applicant should not have any objection to bank inspecting their manufacturing/ R&D /other infrastructure or any office to verify documentary/ other claims as per application process. Bank may also hold inquiries from past/ existing clients of the applicant.

20. **No erasures or alterations**

Technical details must be completely filled up. Corrections or alterations, if any should be authenticated. **All the pages should have Page Numbers marked in sequence to enable the Technical Evaluation Committee to find out and mark the document.** Every page of the submitted tender must have company seal & must be signed by the authorized person.

21. **Validity of Technical Bid**

The Technical Bid must be valid for period of Ninety (90) days from the last date for submission of the offer. If at any point of time, vendor is found to be supplying inferior material not confirming the prescribed technical specification and unsatisfactory services in terms of the provisions of the RFP, Bank shall initiate steps for blacklisting of firm with information to all PSU Banks/ IBA/ RBI.

22. **Evaluation Process** Offers will be evaluated in the following stages:

- a. **Stage I** Offers will be evaluated by committee against the stipulated qualification criteria. Offers not found compliant will be rejected.
- b. **Stage II** A technical evaluation of proposals will be carried out. Offers received without fulfilling the conditions mentioned in Pre-Qualification Criteria & **Annexure IV** (Technical Assessment Form) and the following conditions, shall not be evaluated:
  - i. If offer is incomplete and/or not accompanied by all stipulated documents. However clarification may be sought by the bank.
  - ii. If any of the terms and conditions stipulated in this document is not accepted and letter as per the given Annexures is not submitted.
- c. **Stage III** Firms qualifying the Technical Assessment Stage would enter the Commercial Bid opening stage. Commercial Bids will be opened on the specified date/ time. **THE H1 BIDDER WOULD BE BARRED FROM PROCEEDING AHEAD TO THE REVERSE AUCTION STAGE.** Format of the Commercial Bid is placed as **ANNEXURE VI**.
- d. **Stage IV** Reverse Auction Process would be conducted by the Bank Empanelled Service Provider. **L1 AND L2 BIDDERS WOULD BE IDENTIFIED BASED UPON THE TOTAL COST OF OWNERSHIP, I.E. SRD RATE MINUS BUY BACK PRICE.** L2 would be provided with an opportunity to match the terms and conditions of the L1 Bidder, including the rate. In case L2 consents to match the L1 terms and conditions, both would be empanelled for supply of SRD/ Safe Pan India at the rates

quoted and orders would be placed in the ratio 60:40. Otherwise, only the L1 would be empanelled.

**NOTE: THE RATES WOULD BE COMPARED WITH THE GOVT. E-MARKETPLACE (GeM) FOR AWARD OF PURCHASE ORDER.**

**23. Criteria for Application Rejection/ Cancellation of Empanelment**

- a) Any effort by an applicant/ registered applicant to influence Bank's decisions on evaluation and registration process may result in rejection of application or cancellation of registration.
- b) Applications received by the Bank after the last date and time prescribed for receipt of application or applications without signature of person (s) duly authorized on required pages of the application or applications without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the applicant shall be rejected.
- c) Malpractice/attempt to influence/manipulation shall be viewed very seriously. If such a situation comes to the notice and/or there are reasons/ circumstances for the Bank to believe so, the concerned applicant will be called in to give justification. If they are not able to give a proper/ satisfactory justification their Bid will be rejected.
- d) If continuous poor performance has been observed.
- e) Any other grounds as decided by the Bank's Management after due diligence.

**24. Settlement of disputes and arbitration**

- a. Should any dispute or difference of any kind whatsoever arise between the Bank and the Service Provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or differences by mutual consultation
- b. If after 30 days from raising the dispute by either party, the parties fail to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given
- c. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996
- d. For this all the questions, disputes or differences arising under and out of, or in connection with this RFP or the subsequent contract, both the parties shall appoint sole arbitrator with mutual consent. In case, both the parties fail to agree on the name of the sole arbitrator within a period of 10 days from the lapse of 30 days as mentioned above, every party shall appoint one arbitrator each. Both the arbitrators so appointed shall appoint the third arbitrator with mutual consent. The panel of the three arbitrators so appointed will decide the dispute/s referred to them. The award given by the panel shall be final and binding on the parties. Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceeding and the venue of arbitration shall be in Mumbai.
- e. The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, The SERVICE PROVIDER will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.
- f. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- g. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligation under the contract unless they otherwise agree and the purchaser

shall pay the supplier any monies due to the supplier unless the dispute is relating to such payment.

**25. Guarantee/ Warranty**

- a. The bidder/ manufacturer must guarantee the equipment/ materials/ supplied against faulty design/ material/ components/ workmanship giving rise to replacements.
- b. The guarantee should be valid for a period of three years from the date of handing over, irrespective of the date of deliveries.
- c. Failure to make-up the deficiency in quality during the guarantee/warranty period shall automatically attract invocation of the Bank Guarantee/or retention money.
- d. In the case of failure of the successful bidder to make-up any breakdown within the Guarantee/Warranty period, the bank shall be free to get same done through other agencies, and the cost shall be debited to the original manufacturer, to be recovered from the amount of Bank Guarantee/retention money.

**26. Availability of Spares**

Spares for the product offered should be available for at least Ten (10) years on payment by the Bank.

**27. Insurance against accident/ death etc. to workmen**

Before commencing the execution of the Works on the Site, the Vendor shall insure at its expense, against any damages or compensation to its workmen for injury or death and shall continue such insurance during the whole of the time that any persons are employed by it on the Works and shall produce to the Bank such policy of insurance and the receipt for payment of the current premium. Provided always that in respect of any persons employed by any supplier, the vendor's obligation to insure as aforesaid under this Clause shall be satisfied if the supplier shall have insured against the liability in respect of such persons in such manner that Bank is indemnified under the policy, but the vendor shall ensure that such supplier shall produce to the Bank, when required, such policy or insurance and the receipt for payment of the current premium. All insurance policies shall include a waiver of subrogation in favour of the Central Bank of India.

**28. Guidelines for the OEM**

- a) Documents of Manufacturing license/ GST Registration of the factory need to be submitted for verification.
- b) BIS Product Certification copies to be attached as per the specifications.
- c) Vendor will be responsible for non-genuine products. Audit for Banks whether actual material is provided or not needs to be done by OEM, as and when required by Bank, without any additional cost, as a service support to Bank.

**29. Single Point of Contact & Direct Support**

The bidder should provide the details of single point of contact and also escalation matrix for support.

**30. Set-off**

- Without prejudice to other rights and remedies available to the Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this project from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.
- The provisions of this Clause shall survive even after termination of the Agreement.

**31. Covenants of the Successful Bidder**

- a) The successful bidder shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the



currency of project, the successful bidder shall not substitute the key staff identified for the services.

- b) The successful bidder shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of the Bank:-
- The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by the Bank; or
  - The engagement or provision of the services by any particular employee is prejudicial to the interests of the Bank.
- c) All employees engaged by the successful bidder shall be in sole employment of the successful bidder and the successful bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

### 32. Indemnity

- a) The successful bidder shall, at its own expense, indemnify, defend and hold harmless the Bank and its officers, directors, employees, representatives, agents respective directors, and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) that may be occurring due to, arising from or relating to:
- A breach, non-performance or inadequate performance by the successful bidder of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement ; or
  - The acts, errors, representations, misrepresentations, willful misconduct or negligence of the successful bidder, its employees in performance of its obligations under this Agreement; or
  - Any deficiency in the services of the successful bidder or
  - Violation of any applicable laws by the successful bidder, its agents, employees, representatives etc.
- b) In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this project.
- c) The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

### 33. Termination

- a) Bank shall have the option to terminate this RFP **AND/OR** any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.
- b) However the Bank will be entitled to terminate this RFP and any subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and
- Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
  - If such breach is not of the type that could be cured within Thirty (30) Working Days, failure by Vendor to provide Bank, within Thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- c) This RFP and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
  - A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
  - The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
  - The other Party becomes the subject of a court order for its winding up.
- d) The Bank, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part without prejudice to any other remedy for breach of Contract if the Vendor fails to deliver any or all of the Design, Goods, Works and Services, within the period(s) specified in the Contract or within any extension thereof granted by the Bank.
- e) Upon the termination or expiry of this RFP and subsequent Agreement: The rights granted to Vendor shall immediately terminate.
- f) In the event of Bank terminating the Contract in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered upon such terms and in such manner as it deems appropriate, and hold the Vendor liable to the Bank for any excess costs for such similar Goods, Works or Services. However, the Vendor shall continue to perform the Contract to the extent not terminated.
34. **Governing Laws** The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.
35. **Pre-Contract Integrity Pact** The firm/vendor shall be required to enter into a Pre-Contract Integrity Pact with the Bank. The format is placed at **Annexure VII**.

**Time is the essence of this contract. Vendor shall be required to enter into a proper agreement with the Bank within 14 days of issue of Work Order.**

**Col AK Jha (Retd)**  
**Chief Security Officer**

**PROPOSAL FOR EMPANELMENT OF OEM & RATE CONTRACT FOR THE STRONG ROOM DOORS & CASH/ GOLD SAFES AT BRANCHES/OFFICES (PAN INDIA)**

**FORMAT FOR SUBMISSION OF OFFER**  
**(ON LETTER HEAD OF BIDDER)**

Ref No.

Date:

To

**The General Manager**  
Business support Department (BSD)  
Central Office  
Central Bank of India

Dear Sir,

With reference to the above RFP notice, having examined and understood the instructions, terms and conditions forming part of the RFP forms, we hereby enclose our offer for the supply of the SRD/ Cash/Gold Safe as detailed in your above referred notice. We have Dealers-Sales and Service network for security equipment at under mentioned Zones:

Sr No	Zone	STRONG ROOM DOOR WITH ACCESSORIES & CASH/ GOLD SAFE CAN BE PROVIDED (YES/ NO)
1.	Ahmedabad	
2.	Bhopal	
3.	Chandigarh	
4.	Chennai	
5.	Delhi	
6.	Guwahati	
7.	Hyderabad	
8.	Kolkata	
9.	Lucknow	
10.	Mumbai	
11.	Patna	
12.	Pune	

We confirm that our Annual Turnover for last three years is under:-

Sl No	Financial Year	Turnover in ₹ amounting to ₹ 2 Crore Through Sale of SRD & Safe with a minimum of ₹ 1 Crore EACH through sale of SRD <u>AND</u> CASH/GOLD SAFE only	Profit after Tax
01	2018-19		
02	2019-20		
03	2020-21		

I/We am/are aware that the empanelment does not guarantee any work order. In the event of getting a contract, I/We agree to honor the obligation with due diligence and efficiency as required by the Central Bank of India.

**We confirm that we have not been disqualified/ blacklisted by any Govt. Dept./ RBI/ IBA/ PSU/PSB or any other organization for supply and maintenance of any security Equipment in the last 2 years.**

**We also agree that in case any poor performance is received from any of our clients, our Bid will be rejected/ disqualified.**

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

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

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

We certify that ..... (Name of Bidder) is not owned or controlled by any Director or serving Officer/ Employees of Central Bank of India or their relatives having the same meaning as assigned under section 6 of the Companies Act, 1956.

We agree to provide required performance guarantee at respective Zone.

I/We agree to all the terms and conditions of the notice.

We also confirm that the above products meet the Technical specifications/ features, as per the EOI.

Yours faithfully,

**Authorized Signatories**  
**(Name & Designation, seal of the firm)**

**E-Mail address:****Contact No:****PROPOSAL FOR EMPANELMENT OF OEM & RATE CONTRACT FOR THE STRONG ROOM DOORS & CASH/ GOLD SAFES AT BRANCHES/OFFICES (PAN INDIA)****ORIGINAL EQUIPMENT MANUFACTURER'S (OEM) PROFILE**  
**(TO BE TYPED ON APPLICANT'S PRINTED LETTER HEAD)****Important:**

- Please type or handwrite in capital letters
- Attach copies of the supporting documents
- Please use addition sheets if required

<b>Sr No</b>	<b>Description</b>	<b>Remarks</b>
a.	Name of the applicant/ organization Address of the Registered Office Address of office at Mumbai. (Phone Nos, Email ID & Contact Person)	
b.	Year of establishment	
c.	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)	
d.	Name & qualification of the Proprietor/ Partners/ Directors of the Organization / Firm a) b) c) Enclose certified copies of document as evidence	
e.	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number. Enclose certified copies of document as evidence	
f.	Whether registered with Government/ Semi – Government/ Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	
g.	No. of years of experience in the field and details of work in any other field. Whether ISO certified, furnish the details.	
h.	Area of business activities other than construction, if any, and place of business.	
i.	Registration of firm under Shop & Establishment Act 1948	
j.	Address of Mumbai office through which the proposed work of the Bank will be handled and the Name & Designation of officer in charge.	
k.	Yearly turnover of the organization during last 3 years (year wise) : 2020 - 21 2019 - 20 2018 - 19	
l.	Name & Address of Bankers (Solvency certificate from a Bank to be enclosed for indicating satisfactory financial capacity of the organization)	1. 2. 3.
m.	Enclose copy of latest income tax clearance certificate.	

n.	PAN No.	
o.	Details of registration for sales tax/GST	
p.	GST No.	
q.	Empanelment with other Companies/PSUs	
r.	<p>Other infrastructural information to be used/ referred for this project (Proforma-4)</p> <p>List of available plants, equipment etc.</p> <p>Workshop Facilities:</p> <p>Location</p> <p>Land</p> <p>Type of Area</p> <p>Type of Structure</p> <p>Facilities</p> <p>a)</p> <p>b)</p> <p>c)</p> <p>Testing and Repairing Facilities (Give details).</p> <p>Research and Development facility: If any in Technology up gradation including energy conservation – (give details).</p> <p>Items At Factory</p> <p>At other Service centers</p>	
s.	Furnish the names of 3 responsible persons along with their designation, address, Mobile. No., email etc., for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	<p>1.</p> <p>2.</p> <p>3.</p>
t.	<p>Whether any Civil Suit/ litigation arisen in contracts executed/ being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation.</p> <p>Give name of court, place, and status of pending litigation.</p>	Attach a separate sheet if required.
u.	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
v.	Have you been ever disqualified or levied penalty by the bank in past for non-fulfillment of the contractual obligations. If yes, please provide details.	
w.	Have you in past carried out any works for Central Bank of India or its subsidiaries? If yes, give details.	
x.	Office Premises, Area, etc where manufacturing facilities exist.	
y.	Capacity of Production of security equipment	
z.	Name and number of manufacturing machine (Major & Important)	
aa.	Number of Engineers	
bb.	Software Machinery used for manufacturing.	
cc.	In house testing facilities & accreditation	
dd.	Any other information	

**I/ We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification by the Bank at any stage.**

**Stamp and Signature of the Bidder**

**ANNEXURE III****ELIGIBILITY CRITERIA FOR SHORT LISTING (PRE- QUALIFICATION)**

Sr No	Criteria	Documentary Proof/ Remarks
1.	The Original Equipment Manufacturer (OEM) must be registered under companies Act since at least 10 years.	
2.	The Bidder should have <u>Valid BIS Licenses</u> for manufacture of the Product (SRD/ Safe) which they intend to offer.	Copy of the license to be enclosed.
3.	The manufacturers must be the <u>Original Equipment Manufacturers (OEM)</u> with <u>In-house lock manufacturing facility</u> .	Manufacturing License issued by competent authority should be submitted as proof thereof.
4.	The manufacturers should have <u>minimum five (05) years of experience</u> in the field of manufacturing, supplying and maintaining the SRD AND Safe as on 31 Mar 2022.	Relevant purchase orders to be enclosed along with current dated Service Performance Certificates. Even purchase orders in hand pending supply shall also be considered.
5.	The firm must have an annual turnover through sale of SRD AND Safe for minimum ₹ Two (2) Crore in each year during the last three financial years ended 31 Mar 2021, 31 Mar 2020 and 31 Mar 2019, with a minimum of ₹ 1 Crore through sale of <u>SRD AND ₹ 1 Crore</u> through sale of CASH/GOLD SAFE only. <u>MSEs which are not Start-Ups should read minimum ₹ 0.75 Crore instead of ₹ One (1) Crore.</u>	Audited Profit & Loss Account and Balance Sheet for the last three (3) years. Turnover Certificate on sale of SRDs not less than ₹ One (1) Crore each year during the three years, from the auditor be enclosed. <u>Valid certificate for claiming the relaxation/exemptions.</u>
6.	The vendor/firm should have positive net worth & must be in profit for the last three Financial Years.	Auditors Certificate be enclosed
7.	Manufacturers should have been empanelled with and/or should be having a Rate Contract with at least two (02) Public Sector Banks for supply of SRD.	Certificate be enclosed
8.	The manufacturers should be in possession of an authentic PAN, GST, ESIC & EPF (Provident Fund) with distinguished registration numbers allotted by competent authorities.	Details of the same are required to be submitted with the Bid
9.	The vendor/firm should be ISO 9001-2015 certified	Enclose certificate
10.	The company/ vendor shall <u>not have been blacklisted</u> by any Govt. Dept./ RBI/ IBA/ PSU/PSB or any other organization for supply and maintenance of any security Equipment in the last 2 years nor should their name be figured in the IBA Caution List in the last 2 years.	Undertaking is required to this effect
11.	The vendor should have National Presence, own Authorized Centre with Dealers of the Company in all the States except NE States. However, as far as NE States are concerned, the firm should have at least two Local Dealers. (Franchisees shall not be considered)	List of Authorized Centers/ Dealers should be submitted with address and contact numbers. The list must include the GST Numbers. (The above information shall be checked by the Bank through its own sources)
12.	Purchase Preferences through MSEs, Startup, Make in India, MEITY & DoT	Refer <u>Annexure III-A.</u>
13.	Restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23 <sup>rd</sup> July, 2020	Refer <u>Annexure III-B.</u>

**PURCHASE PREFERENCES**

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

**1. MICRO & SMALL ENTERPRISES [MSEs]:**

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

- 1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
  - 1.1.1. District Industries Centers or
  - 1.1.2. Khadi Village Industries Commission or
  - 1.1.3. Khadi & Village Industries Board or
  - 1.1.4. Coir Board or National Small Industries Corporation or
  - 1.1.5. Directorate of Handicrafts & Handloom or
  - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
  - 1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.2. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.
- 1.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of 2 years from being eligible to submit Bids for contracts with the Bank as per Form PP-B.
- 1.4. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

**2. STARTUP**

No exemptions/relaxation shall be given to the STARTUP owing to the criticality and the sensitivity of the project. (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time)

**3. Procurement through Local Suppliers (MAKE IN INDIA):**

Department for Promotion of Industry and Internal Trade, in partial modification (Paras 2, 3, 5, 10 & 13) of Order No P-45021/2/2017-B.E.II dated 15.6.2017 as amended by Order no. P-45021/2/2017-BE dated 28.05.2018, Order no. P.45021/1/2017-BE-II dated 29/05/2019 and Order no. 45021/2/2017-BE-II dated 04.06.2020 hereby issued the revised "Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

**Note:** The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.



**CERTIFICATE**

(On letter head of the Company/ Firm)

To,

**The General Manager  
Business Support Department (BSD)  
Central Bank of India, Central Office  
Chandermukhi, Nariman Point  
Mumbai - 400021**

**Request for Proposal (RFP) Ref: .....**

1. This is to certify that we have read the clause regarding restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23<sup>rd</sup> July, 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our company is an entity as under:
  - a. An entity incorporated, established or registered in such a country
  - b. A subsidiary of an entity incorporated, established or registered in such a country
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country.
  - d. An entity whose beneficial owner (as per definition attached) is situated in such a country
  - e. An Indian (or other) agent of such an entity
  - f. A natural person who is a citizen of such a country
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

**Place:**

**Signature:**

**Date:**

**Name & Designation**

**Company Seal**

**Note:** The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

**PROPOSAL FOR EMPANELMENT OF OEM & RATE CONTRACT FOR THE STRONG ROOM DOORS & CASH/ GOLD SAFE AT BRANCHES/OFFICES (PAN INDIA)**

**TECHNICAL ASESMENT BASED ON QUALITY PARAMETERS**

(To be typed on applicant's printed letter head)

Sr No	Criteria	Tick Appropriate option	Marks	Supporting Documents
1.	Registration under Companies Act. <ul style="list-style-type: none"> <li>More than 15 years</li> <li>11 to 14 Years</li> <li>Minimum 10 Years</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	10 08 05	Copies of Registrations
2.	<b><u>Annual Turnover through SRD &amp; Safe Sale</u></b> - Previous three FYs. 2020-21, 2019-20, 2018-19 <ul style="list-style-type: none"> <li>Over 3 Crores</li> <li>2 to 3 Crores</li> <li>1 to 2 Crores</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	10 8 5	CA Certificate Indicating the Turnover, signed and stamped. duly and
3.	ISO Certifications. <ul style="list-style-type: none"> <li>ISO 18000 (Occupational Health and Safety)</li> <li>ISO 14000 ( Environment)</li> <li>ISO 9001 (Quality Management System) is <b>Mandatory</b>.</li> <li>All three Certifications</li> <li>ISO 9001 and one more out of b and c</li> <li>None of the above</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	10 05 Nil	Relevant Certifications
4.	Solvency Certificate for 4 Crores (latest issued within 6 months) <ul style="list-style-type: none"> <li>Over 4 Crores</li> <li>2 to 4 Crores</li> <li>1 to 2 Crores</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	10 7 4	Relevant Documents
5.	Lock Manufacturing by OEM for SRD/ Safe <ul style="list-style-type: none"> <li>Manufacturing for 5 years</li> <li>Manufacturing for minimum 3 years</li> <li>Less than 3 years</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	05 03 Nil	Declaration
6.	Dealer- Sales and Service network. <ul style="list-style-type: none"> <li>In all Locations where Bank's Zonal offices (13 Number) are located</li> <li>10 of Locations of Bank's Zonal offices and one in North East.</li> <li>Less than 10 of locations of Zonal offices and none in North East</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	10 08 00	Details of network with name, address, contact number, E-mail.
7.	Empanelment <ul style="list-style-type: none"> <li>Empanelled with more than 5 PSBs</li> <li>Empanelled with 3 to 5 PSBs (more than 2 items)</li> <li>Empanelled with any 2 PSBs (2 items)</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	10 08 05	Documentary proof of empanelment

8.	<p>Consistency in Manufacturing Process.</p> <p>(a) Processes Automation.</p> <ul style="list-style-type: none"> <li>• Anti-Corrosion Process</li> <li>• Welding process</li> <li>• Minor processes or no Automation</li> </ul> <p>All 3 processes available in the company <input type="checkbox"/></p> <p>Any 2 processes available in the company <input type="checkbox"/></p> <p>Any 1 process available in the company <input type="checkbox"/></p> <p>(b) Quality Assurance</p> <ul style="list-style-type: none"> <li>• Incoming Inspection</li> <li>• In Process Inspection</li> <li>• Pre Dispatch Inspection</li> </ul> <p>All 3 stages of Q.A. Inspection <input type="checkbox"/></p> <p>Any 2 stages of Q.A. Inspection <input type="checkbox"/></p> <p>No Inspection <input type="checkbox"/></p>		<p>05</p> <p>03</p> <p>01</p>	Product Manufacturing flow chart
9.	<p>Manufacturing Capacity (in Numbers).</p> <p>Strong Room Doors ( all types) Annually</p> <ul style="list-style-type: none"> <li>• 80 and above <input type="checkbox"/></li> <li>• 40 to 80 <input type="checkbox"/></li> <li>• Less than 40 <input type="checkbox"/></li> </ul>		<p>10</p> <p>08</p> <p>05</p>	CA certificates for last 3 FYs indicating nos of units manufactured
10	<p>Any Single Project work order</p> <ul style="list-style-type: none"> <li>• 50 lakhs and above <input type="checkbox"/></li> <li>• 10 to 49 lakhs <input type="checkbox"/></li> <li>• Less than 10 lakhs <input type="checkbox"/></li> </ul>		<p>10</p> <p>08</p> <p>05</p>	Work order copies
11	<p>Weight age for association with Central Bank of India.</p> <ul style="list-style-type: none"> <li>• Association consecutive for 5 years and above <input type="checkbox"/></li> <li>• Association consecutive for 3 years <input type="checkbox"/></li> <li>• Association for one/two years <input type="checkbox"/></li> </ul>		<p>05</p> <p>03</p> <p>01</p>	Certificate of satisfaction from any three Zonal/ Regional Offices to be provided.

**Note:**

- The Technical bid of the bidder shall be evaluated based on above details.
- The bidder should Tick the column correctly. Each column contains some marks.
- The bidder who obtains minimum 60% marks will only qualify for Empanelment for Supply and Installation of Security equipment.

**SPECIFICATION OF STRONG ROOM DOORS (CLASS - B/ A/ AA)**

1. The Door must conform to BIS specifications IS 11188 (Part 1): 2014 or the latest BIS Standard and must be labelled as such.
2. Ultimate Tensile Strength (UTS) of the steel used in safe to be minimum 270 MPa.
3. All locks shall be of dual control type having minimum 8 levers.
4. Keys for the lock shall be of stainless steel or any other nonferrous material.
5. Each Key lock shall be fitted with Automatic relocking device.
6. Coating thickness to be minimum 50 Microns for powder coating and minimum 70 Microns for liquid paints.
7. Thickness of door slab over the rebate shall be minimum 29mm/65mm/90mm/150mm for class B, A, AA & AAA respectively.
8. Thickness of door over the lock to be minimum 50 mm/ 75mm/100 mm/160 mm for class B, A, AA & AAA respectively.
9. Diameter of each shooting bolt to be minimum 38 mm/ 50 mm/ 50 mm/65 mm for class B, A, AA & AAA respectively.
10. Depth of engagement of bolts to be minimum 15 mm for B, A & AA & 20 mm for AAA.
11. **The Accessories of SRD include Grill gate, Ventilator, 'V' Cage and Exhaust Fan.**
12. A ventilating grill gate should be hinged to the Strong Room door frame to open inward. The ventilating grill gate should be made of mild steel angles, plates or channels with mild steel rods welded in a rigid frame. An un pickable dual control locking device capable of being operated from both the sides of the door shall be fitted on the grill gate.
13. The shooting bolt mechanism of the Strong Room door shall be controlled by two high-precision dual-control un pickable special-key lock of minimum 10 levers in case of Class 'A' door and 8 levers in cases of class 'B' doors. The locks should be provided with stainless steel keys in duplicate. The keys should be double bitted in case of class 'A' doors and single or double bitted in case of class 'B' doors.
14. **For the locking mechanism, shooting bolt mechanism and the construction of the Strong Room Door shall be such as to facilitate providing and fixing a time lock at any later date.**
15. The Strong Room doors should have been certified by the Bureau of Indian Standards (BIS) as Class 'B' or Class 'A' or Class 'A', the strong room doors shall bear a metallic BIS Label, which inter alia should contain the following information:
  - Manufacturer's Brand Name
  - Class & Rating of Strong Room (Vault) door, i.e. Class 'B' TRTL 30 - FR30 or Class 'A' TRTL 60
  - Serial Number of the door
  - Year of manufacturing of Strong Room door
  - The 'ISI' mark of BIS (along with the Standards No., i.e., IS 11188)
  - The CML Number allotted by the BIS to the Manufacturer.
16. **Technical specifications for Air Ventilator**
  - Only BIS certified (labelled) Air Ventilator of class 'B', 'A', & 'AA' as per BIS specifications given in IS 14387: 2005 shall be procured by the Bank.

**SPECIFICATION OF CASH SAFE (BB/A/AA)**

**The safe should conform to IS 550 (Part 1): 2022 OR the latest BIS STANDARD and the additional features as mentioned below:**

**Additional Features for both Gold/Cash Safes**

- The safe should have electronic system capable of integration with existing Alarm Control Panel installed in branches.
- Must have Biometric Lock.
- Duress alarm - Under Duress opening, the safe should open with a time delay.
- The safe shall have sensors to detect forced attempts to open the safe.
- Capability to communicate to at least 5 Pre-designated telephone Nos.

**Extra Additional Features for Gold Safes**

- The safe shall have drawers with label holder for organized gold storage.
- The lock of the Gold loan safe door shall have mechanism which disables key withdrawal in lock open condition.
- The lock of the Gold loan safe drawers shall have an arrangement which enables the user to remove the key **ONLY IF** the drawer is in closed position.
- The system shall allow only one drawer to be opened at a time for secured operations.
- The key of the Drawer must have a feature that unless until the drawer is in a locked position the key cannot be removed from the drawer.

**ANNEXURE VII****PROPOSAL FOR THE SUPPLY & INSTALLATION OF STRONG ROOM DOOR ON PAN INDIA BASIS****COMMERCIAL BID****ALL EXCLUDING GST**

Strong Room Door (Class) with Accessories	Price per Unit (₹) excluding Tax	Buyback of the existing/old SRD excluding GST (₹)	Final Price (₹)
	I	II	III = I - II
B			
A			
AA			

Strong Room Door (Class)	FINAL LANDED COST (₹) IN WORDS (III = I – II)
B	
A	
AA	

**NOTE:**

- The Accessories include Grill gate, Ventilator, 'V' Cage and Exhaust Fan.
- Rates of individual accessories would be provided within 30 minutes of the finalization of Reverse Auction.
- Bids must be submitted in the above format **ONLY**.
- **RATES WOULD BE VALID IRRESPECTIVE OF A BUYBACK.** Meaning that even if a new SRD has to be installed directly without there being a Buy Back, the same price will be considered.
- Price per Unit (Column I of the Table on the Top) will include all parameters, viz. rate for removal of old SRD (as applicable), transportation, handling, installation of new SRD including civil work, (as applicable).
- MINIMUM quoted rate of (Column I of the Table on the Top) will be the Start Price for further lower quotes during the Reverse Auction Process.
- The MAXIMUM quoted Buy Back Rate of (Column II of the Table on the Top) will be the Start Price of the Reverse Auction Process for further higher quotes.
- The prices should be exclusive of GST which will be paid as per actuals.
- In case of any discrepancy, unit prices quoted in words will be considered as Total Cost.

**PROPOSAL FOR THE SUPPLY & INSTALLATION OF CASH/ GOLD SAFE ON PAN  
INDIA BASIS****COMMERCIAL BID****ALL EXCLUDING GST**

SAFE (Class)	Price per Unit (₹) excluding Tax	Buyback of the existing/old SAFE excluding GST (₹)	Final Price (₹)
	I	II	III = I - II
BB			
A			
AA			

SAFE (Class)	FINAL LANDED COST (₹) IN WORDS (III = I – II)
BB	
A	
AA	

**NOTE:**

- The price must be for the safe with MINIMUM specifications mentioned at Annexure VI above.
- Bids must be submitted in the above format **ONLY**.
- **RATES WOULD BE VALID IRRESPECTIVE OF A BUYBACK.** Meaning that even if a new SAFE has to be installed directly without there being a Buy Back, the same price will be considered.
- Price per Unit (Column I of the Table on the Top) will include all parameters, viz. rate for removal of old SAFE (as applicable), transportation, handling, installation of new SAFE including civil work, (as applicable).
- MINIMUM quoted rate of (Column I of the Table on the Top) will be the Start Price for further lower quotes during the Reverse Auction Process.
- The MAXIMUM quoted Buy Back Rate of (Column II of the Table on the Top) will be the Start Price of the Reverse Auction Process for further higher quotes.
- The prices should be exclusive of GST which will be paid as per actuals.
- In case of any discrepancy, unit prices quoted in words will be considered as Total Cost.

**NOTE: THE RATES WOULD BE COMPARED WITH THE GOVT. E-MARKETPLACE (GeM) FOR AWARD OF PURCHASE ORDER.**

**PRE CONTRACT INTEGRITY PACT****1. GENERAL**

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

AND

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

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

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

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

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

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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



## COMMITMENTS OF THE BUYER

### 3. The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

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

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual

or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

## 5. PREVIOUS TRANSGRESSION

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

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

## 6. EARNEST MONEY (BID SECURITY)

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

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

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

## 7. SANCTIONS FOR VIOLATIONS

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

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

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

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

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

(v) To encash the advance bank guarantee and performance Bank Guarantee/warranty Bank Guarantee, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## 8. FALL CLAUSE

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

## 9. INDEPENDENT EXTERNAL MONITORS

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

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records

while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

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

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

9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

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

#### 10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

#### 11. LAW AND PLACE OF JURISDICTION

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

#### 12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

#### 13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case

BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

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

Name of the Officer CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY

Designation

Name of Wing

Central Bank of India

Witness

Witness