

Document Number CO: BSD: INSU: SFAP&EEIP: 2022-23:03

Date: 13.04.2022

Date of Issue of RFP	: 13.04.2022
Last date of receipt of RFP queries	: 20.04.2022
Last date of response to queries	: 26.04.2022
Pre- Bid meeting (Online)	: 27.04.2022
Last date of Submission of Bids	: 04.05.2022 UPTO 03.00 PM
Date of Opening of Technical Bids	: 04.05.2022 AT 03.30 PM
Date of Opening of Commercial Bids	: Will be decided after completion of Evaluation of Technical Bids

---

Central Bank of India, one of the large public sector banks invites bids for the renewal of the Fire & Allied Perils Policy and Electronic Equipment Insurance Policy covering equipment (Other than ATM/SSPBK/POS/ETM/DS etc.) from General Insurance Companies approved by the IRDAI as per the following :-

**1. Eligibility Criteria:**

- a) The bidders should be an Insurance Service Providers in India approved by the IRDAI. The bidder should submit following documents ;
  - Copy of last license issued by IRDA/ Copy Premium payment receipt of 2022-23 for the license
- b) The bidders should comply with Annexure E forming a part of this RFP and this annexure should be duly signed and stamped and submitted on their letter head by the bidders.
- c) Certificate to be submitted with reference to 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. (Refer Annexure III). This certificate to be submitted duly signed and stamped on the letter head of the bidders.
- d) Integrity pact to be submitted as per Annexure - H duly signed & stamped by bidder in company letter head.

**2. Scope of Work:**

The following terms and conditions of the quote slips to be adhered to without any deviation and should form the basis upon which the Technical Bid is to be provided:

## FIRE & ALLIED PERILS POLICY 2022-23 (Annexure A 1)

<b>A</b>	<b>Insured Name</b>	<b>Central Bank of India</b>
<b>B</b>	<b>Address for Communication</b>	Business Support Department, Central office, 16th Floor, Chandermukhi, Nariman Point – Mumbai – 400 021
<b>C</b>	<b>Locations to be covered</b>	All offices &/or work places of the Bank all over India including but not limited to – Central Office / Head Office/Corporate Office/Regional Offices / Zonal Offices / Branch Offices / Currency Chests / Extension Counters / Training Centers / Lead District Offices / Residential buildings / Flats / Guest Houses / Transit Homes etc. and Proposed Offices during the currency of the policy. Please note that all owned and or rented or occupied properties to be covered. All occupancies of the bank but not specifically defined here to be covered on PAN India basis.
<b>D</b>	<b>Properties to be Covered</b>	<ul style="list-style-type: none"> <li>a) Premises / Building owned by the Bank including all types of civil work, plinth and foundation, compound wall, renovation, alteration etc. on PAN India basis</li> <li>b) Content of every description including Fixed Assets viz. Furniture &amp; Fixtures, electronic equipments including Computer nodes which includes entire computer system &amp; allied peripherals, Servers, Routers, Switches, UPS with batteries, Scanners, Printers, NRFP Counting, NRFP sorting machines, Laptop, IPAD, Calculating Machines/Encoders/Advance Ledger Posting machines and all other IT assets <b>excluding ATM/SSPBK/POS/ETM/DS etc.,</b></li> <li>c) Electrical Fittings, lifts, DG Sets, AC's, office equipment, stationery, including renovation and alteration at all offices of the Bank (owned or hired)</li> </ul>
<b>E</b>	<b>Scope of Cover</b>	<p>With respect to commercial property &amp; contents the standard fire &amp; Allied peril policy to be issued including below perils</p> <ul style="list-style-type: none"> <li>a) Earthquake, Fire and Shock Including Tsunami (extended to cover loss or damage to property insured by this policy occasioned by earthquake including landslide/rockslide resulting there from, flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake)</li> <li>b) Storm, Tempest, Flood and Inundation (STFI)</li> </ul>

<b>F</b>	<b>Clauses to be attached</b>	<p>a) Architect's and Engineer's Clause (upto 3% of the claim amount)</p> <p>b) Removal of Debris (upto 1% of the claim amount)</p> <p>c) Local Authority clause</p> <p>d) Designation of property clause</p> <p>e) Omission to Insure clause (upto 1% of building and contents sum insured)</p> <p>f) Escalation clause (upto 5% of sum insured for building &amp; contents)</p> <p>g) Earthquake &amp;STFI</p> <p>h) Reinstatement value clause</p> <p>i) Goods held in Trust clause</p> <p>j) 72 hours clause</p> <p>k) On account Payment clause</p> <p>l) Owing to COVID 19 and lockdown imposed by the government the policy condition which states that the sanction of the insurance Company should be obtained If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days has been deleted.</p> <p>With respect to Residential property &amp; contents, the Bharat Griha Raksha Policy to be issued &amp; the terms and conditions will be as per standard Bharat Griha Raksha Policy.</p>
<b>G</b>	<b>Sum Insured</b>	<p>a) Premises/building/building including all civil works owned by the Bank- <b>Commercial Property : Rs 447.90 Crs</b></p> <p>b) Contents at all Occupancies- <b>Commercial Property :Rs.3086.79 Crs</b> (owned or hired)</p> <p>c) Premises/building/building including all civil works owned by the Bank- <b>Residential Property : Rs.125.10 Crs</b></p> <p>d) Contents at all Occupancies- <b>Residential Property : Rs. 4 .00 Crs</b> (owned or hired)</p>
<b>H</b>	<b>Deductible / Excess</b>	<p>1. For Standard Fire &amp; Allied Peril Policy ( Commercial Property including contents ) : As per standard Fire policy</p> <p>2. For Bharat Griha Raksha Policy(Residential Property including contents) : As per standard Bharat Griha Raksha policy</p>

<b>I</b>	<b>Basis of claim Settlement</b>	<p>The bank will not provide Fixed Asset register in the event of a claim. In Annexure I- A, the bank has given details of the exposure it has in various occupancies at different locations on PAN India basis. In the event of a Claim the bank will provide a register maintained by all the occupancies of the bank giving details of the assets covered. Claims to be settled on reinstatement basis.</p> <p><b>Please note that no under insurance and no depreciation will be applicable in case of partial as well as total losses.</b></p> <p><b>List of insured locations or sum insured per location will not be provided. All locations stand covered for their full sum insured.</b></p>
<b>J</b>	<b>Period of Insurance</b>	<b>15/05/2022 to 14/05/2023</b>
<b>K</b>	<b>Broker Name</b>	<b>M/s Anand Rathi Insurance Brokers Ltd (ARIBL)</b>
<b>L</b>	<b>Claim History</b>	Will be provided on demand
<b>M</b>	<b>Other terms and conditions</b>	<b>As per Annexure II (TWO ENVELOP QUOTATION SYSTEM)</b>
<b>N</b>	IEM	<p>Mr.Trivikram Nath Tiwari  Mail to: <a href="mailto:trivikramnt@yahoo.co.in">trivikramnt@yahoo.co.in</a>  Mr.Jagdip Narayan Singh  Mail to: <a href="mailto:jagadipsingh@yahoo.com">jagadipsingh@yahoo.com</a></p>

#### Annexure I-A

Branch /Offices Classification	No of branches/Offices as per classification
RURAL BRANCH	1614
SEMIURBAN	1331
URBAN	877
METRO	866
C.O. ESTABLISHMENTS *	23
TOTAL	<b>4711</b>
* C.O. Establishment including C.O.at Chandermukhi - Bajaj Bhavan- , Fort, BKC, DIT Mumbai ,CBD Belapur, SPBT College, JVPD Mumbai ,all ZSTCs &DRC at Hyderabad, Residential Buildings, Flats, Guest Houses, Transit Homes.	

The following terms & conditions would also be a part of the policy:

- Insurance company would also be required to enter into a Service level agreement with Central Bank of India which would capture the following conditions:
  - Pre agreed panel of surveyors
  - Time lines for surveys, survey report submission to be mentioned
  - Detailed clauses of this SLA would be shared post binding of policy. Other Servicing parameters would include:
    - Dedicated account management team from Insurer's end
    - Account review to be done on regular basis with Central Bank of India and Anand Rathi Insurance Brokers Ltd.
    - **The Bank will not be Providing Asset register in the event of a claim.**

**ELECTRONIC EQUIPMENT INSURANCE POLICY (Other than ATM/ SSPBK etc.)2022-23 (Annexure A2)**

<b>A</b>	<b>Insured Name</b>	<b>Central Bank of India</b>
<b>B</b>	<b>Address for Communication</b>	General Administration Department, Central office, 16 <sup>th</sup> Floor, Chandermukhi, Nariman Point – Mumbai – 400 021
<b>C</b>	<b>Locations to be covered</b>	All offices &/or work places of the Bank all over India including but not limited to – Central Office / Head Office/Corporate Office/Regional Offices / Zonal Offices / Branch Offices / Currency Chests / Extension Counters / Training Centres / Lead District Offices / Residential buildings / Flats / Guest Houses / Transit Homes/ + Proposed Offices during the currency of the policy. Please note all owned and or rented or occupied properties to be covered. All occupancies of the bank but not specifically defined here to be covered on PAN India basis.
<b>D</b>	<b>Properties to be Covered</b>	Electronic Equipment viz. Computer nodes includes entire computer system & allied peripherals, Servers, Routers, Switches, UPS with batteries, Scanners, Printers, NRFP Counting, NRFP sorting machines, ACs, Laptop, IPAD, Calculating Machines/Encoders/Advance Ledger Posting machines and all other IT assets <b>excluding ATM/SSPBK/ CDMs/POS/DS etc.</b> All the above equipment are covered under AMCs.
<b>E</b>	<b>Scope of Cover</b>	Electronic Equipment Insurance policy excluding cover for Fire and Allied perils as all electronic equipments as mentioned above are covered under the Standard Fire and Special Perils policy of the bank
<b>F</b>	<b>Sum Insured</b>	Electronic Equipment at all Occupancies : Rs. 1825.54 crores
<b>G</b>	<b>Deductible/ Excess</b>	As per standard Electronic Equipment policy
<b>H</b>	<b>Basis of claim settlement</b>	The bank will not provide Fixed Asset register in the event of a claim. In Annexure I- B, the bank has given details of the exposure it has in various occupancies at different locations on PAN India basis. In the event of a Claim the bank will provide a register maintained by all the occupancies of the bank giving details of the assets covered. Claims to be settled on reinstatement basis.  <b>Please note that no under insurance will be applicable in case of partial as well as total losses</b>  <b>List of insured locations or sum insured per location will not be provided. All locations stand covered for their full sum insured</b>
<b>I</b>	<b>Period of Insurance</b>	<b>15/05/2022 to 14/05/2023</b>
<b>J</b>	<b>Claims history</b>	Will be provided on demand

<b>K</b>	<b>Broker Name</b>	<b>M/s Anand Rathi Insurance Brokers Ltd (ARIBL)</b>
<b>L</b>	<b>Other terms and conditions</b>	As per Annexure II ( <b>TWO ENVELOP QUOTATION SYSTEM</b> )
<b>M</b>	IEM	Mr.Trivikram Nath Tiwari Mail to: <a href="mailto:trivikramnt@yahoo.co.in">trivikramnt@yahoo.co.in</a> Mr.Jagdip Narayan Singh Mail to: <a href="mailto:jagadipsingh@yahoo.com">jagadipsingh@yahoo.com</a>

### Annexure I-B

Branch /Offices Classification	No of branches/Offices as per classification
RURAL BRANCH	1614
SEMIURBAN	1331
URBAN	877
METRO	866
C.O. ESTABLISHMENTS *	23
<b>TOTAL</b>	<b>4711</b>
* C.O. Establishment including C.O.at Chandermukhi - Nariman point, Bajaj Bhavan- Nariman point, Fort, BKC, Mumbai ,CBD, Belapur, SPBT College, JVPD Mumbai, all ZSTCs & DRC at Hyderabad, Residential Buildings, Flats, Guest Houses, Transit Homes.	

The following terms & conditions would also be a part of the policy:

- Insurance company would also be required to enter into a Service level agreement with Central Bank of India which would capture the following conditions:
  - Pre agreed panel of surveyors
  - Time lines for surveys, survey report submission to be mentioned
  - Detailed clauses of this SLA would be shared post binding of policy. Other Servicing parameters would include:
    - Dedicated account management team from Insurer's end
    - Account review to be done on regular basis with Central Bank of India and Anand Rathi Insurance Brokers
    - **The Bank will not be providing Asset register in the event of a claim**



## ANNEXURE-II

- All documents as mentioned under the eligibility criteria of the RFP to be submitted compulsorily.
- The bidding will be done in Two Cover System. The bidders should submit the **Technical Bid** and **Commercial Bid** in separate Covers.
- The Technical Bid Envelop should be superscripted as **“Technical Quote for Fire & Allied Perils Policy and Electronic Equipment Insurance Policy (Other than ATM/SSPBK/POS/ETM/DS etc.)”**.
- The Commercial Bid Envelop should be superscripted as **“Commercial Quote for Fire & Allied Perils Policy and Electronic Equipment Insurance Policy (Other than ATM/SSPBK/POS/ETM/DS etc.)”**.
- The envelopes containing the Technical Bid and the Commercial Bid should be submitted in a Cover superscripted as **“Response to RFP for renewal of Fire & Allied Perils Policy and Electronic Equipment Insurance Policy (Other than ATM/SSPBK/POS/ETM/DS etc.)”**
- The insurers must sign agreeing to all the terms and conditions of RFP (including all the annexures- Annexure A1 , Annexure A2, Annexure I-A and Annexure I-B)and submit a hard copy of the same as their Technical bid . The technical bid should also be inclusive of submission of all documents pertaining to eligibility criteria, Annexure C, Annexure D, Annexure E , Annexure F, Annexure -G, and Integrity Pact- Annexure -H
- **The Technical and commercial bids should be submitted in hard copy.**
- The last date of submission of the technical and commercial bids will be 04.05.2022 UPTO 03.00 PM. No bids shall be accepted after the scheduled date and time. The bids should be signed by the Authorized Official of the Insurer as a token of having accepted the clauses/ conditions in total.
- The technical bids will be evaluated first and only those bidders who comply with all the terms of the RFP and annexures forming a part of the RFP will be considered for opening of the commercial bid. **Conditional bids, technical and/or commercial, shall not be considered and shall be liable to be discarded ab-initio.**
- On evaluation of the technical bids, the bidders will be informed whether they are found Technically Qualified or not. Technically qualified bidders will be informed about date, time and venue of opening of the Commercial Bids by the committee of the bank.
- **Please note that the insurer, who provides technically qualified bids and quotes the combined L1 premium for both the policies, will be taken forward and awarded the policies.**
- If no tender is received, retendering process will be conducted. If only one tender is received from PSU, the same shall be processed further.
- Right to accept or reject any or all bids in part or full or to further negotiate the rate shall rest with the General Manager- BSD, Central Office, Mumbai. There shall be no compulsion on the Bank to accept the lowest offer.
- Any other information/clarification/Queries on RFP may be obtained from the below:  
Central Bank of India, Asst. General Manager, BSD, ([agmgad@centralbank.co.in](mailto:agmgad@centralbank.co.in),  
[cmasset\\_insure@centralbank.co.in](mailto:cmasset_insure@centralbank.co.in)) 022-66387862 and/ or

Anand Rathi insurance Brokers Ltd., AVP, ([maheshnaik@rathi.com](mailto:maheshnaik@rathi.com)), +91 9819515045

- Central Bank of India reserves the right to accept or reject any or all proposals, to revise the RFP, to request one or more re- submissions from all bidders or clarifications from one or more bidders, or to cancel the process in part or whole. All claims for functional/technical delivery made by the bidders in their responses to the RFP shall be assumed as deliverable within the quoted commercials.
- The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank will, in no case be responsible or liable for those costs.
- The language of the bid response and any communication with the Bank must be written in English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

- **Resolutions of Disputes**

- All disputes and differences of any kind, whatsoever, between the Vendor and the Bank, arising out of or in relation to the construction, meaning, operation or effect of the OTE, shall be settled amicably by both Bank and the vendor. If it is not settled amicably by both Bank and the vendor the dispute may be referred to the IEM as mentioned in tender document. If after thirty days from the commencement of such informal negotiations, Bank and the vendor are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.
- All questions, disputes or differences arising under and out of, or in connection with the OTE, shall be referred to a panel of three Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the vendor. Two Arbitrators so appointed shall appoint the third Arbitrator. The award of the Arbitrator shall be final and binding on the parties.
- The arbitration and conciliation act 1996 or any statutory modification or reenactment thereof For the time being enforced, shall apply to the arbitration proceedings and the venue and Jurisdiction for arbitration shall be at Mumbai, India. In case the vendor would like to exit the Project, the same shall be taken up by the Arbitration process.

- **Arbitrations**

- All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai. Both the parties shall bear the cost of arbitration equally for sole arbitrator. In case of reference Arbitral Tribunal the fees of the

arbitrators appointed by each party should be borne by the party so appointed the arbitrator and the fees of the third both the parties shall equally bear the cost.

- **Jurisdictions**

- Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai.

- **Submissions of Bids**

The bidders have to submit bids physically in sealed cover at the following address on or before  
**04/05/2022, 03.00 PM**

**Assistant General Manager,  
Business Support Department,  
Central office, 16th Floor,  
Chander Mukhi, Nariman Point  
Mumbai – 400 021**

**Asst. General Manager**  
Business Support Dept.  
(Insurance)

### Annex III - MODEL CLAUSE

#### Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this clause means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this order)

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.”

Model Certificate for Tenders

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

**Annexure B: Commercial Bid Format (To be submitted the bidder's letterhead)**

To

General Manager- BSD

Central Bank of India

Central Office,

16<sup>th</sup> floor, Chandermukhi,

Nariman Point,

Mumbai -21

Dear Sir,

**Sub: Response to RFP in connection with Renewal of the Fire and Special Perils Policy and EEI policy (other than ATM/SSPBK/ETMs/POS/DS etc.)**

With reference to the RFP dated \_\_\_\_\_ for Renewal of the Fire and Special Perils Policy and EEI policy we hereby agree to the all the terms and condition as stated in the RFP document. The commercial bid submitted to the Bank is after getting the required approvals from the Competent Authorities of our company.

Type of Policy	Net Premium (Rs.)	GST (Rs.)	Total Premium (Rs.)
A. Fire and Special Perils Policy( Standard Fire policy for commercial premises & contents & Bharat Griha Raksha policy for residential premises & contents			
B. EEI Policy (Other than ATM/SSPBK/ETMs/POS/DS etc.)			
Total-( A+B) in Rs.			

We confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. Bank may make its own inquiries for verification and we understand that the Bank has the right to disqualify and reject the proposal, if any of the information furnished in the proposal is not correct.

We also confirm that the prices offered shall remain fixed for a period of 75days from the date of submission of the offer.

We also understand that the Bank is not bound to accept the offer either in part or in full. If the Bank rejects the offer in full or in part the Bank may do so without assigning any reasons there for.

Yours faithfully,

**Authorized Signatories**

**(Name, Designation and Seal of the Company)**

**Annexure C: Covering Letter (to the Bank on the bidder's letterhead)**

**To**

**The Assistant General Manager,  
Business Support Department,  
Central office, 16th Floor, Chander Mukhi,  
Nariman Point, Mumbai – 400 021**

**Dear Sir/Madam,**

**Sub: Response to RFP in connection with renewal of Fire and Special Perils Policy and EEI policy (other than ATM etc.)**

With reference to the above RFP, having examined and understood the instructions, terms and conditions, we hereby enclose our offer for **Fire and Special Perils Policy and EEI policy (other than ATM/SSPBK/ETMs/POS/DS etc.)**, as detailed in your above referred inquiry. We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred RFP. We further confirm that the information furnished in the proposal, annexures, formats, is correct. Bank may make its own inquiries for verification and we understand that the Bank has the right to disqualify and reject the proposal, if any of the information furnished in the proposal is not correct.

We also confirm that the prices offered shall remain fixed for a period of 75days from the date of submission of the offer. We also understand that the Bank is not bound to accept the offer either in part or in full. If the Bank rejects the offer in full or in part, the Bank may do so without assigning any reasons thereof.

Yours faithfully,

**Authorized Signatories**

**(Name, Designation and Seal of the Company)**

**Date:**

## **Annexure D - Undertaking by Bidder**

**To**  
**The General Manager,**  
**Business Support Department,**  
**Central office, 16th Floor, Chander Mukhi,**  
**Nariman Point, Mumbai – 400 021**

**Place:**

**Date:**

### **Undertaking (To be submitted by all Bidders' on their letter head)**

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

- As on date of submission of tender, we are not blacklisted by the IRDAI/RBI/IBA/Central Government / any of the State Governments in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

**Yours faithfully,**

**Authorized Signatories**

**(Name, Designation and Seal of the Company)**

**Date:**



**ANNEXURE-E**

**CERTIFICATE**

(On letter head of the Company/ Firm)

To,

**The In-Charge  
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 c o n t r o l l e d 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**

## **ANNEXURE-F**

### **STANDARD FIRE AND SPECIAL PERILS POLICY**

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the ..... Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof

#### **I Fire**

Excluding destruction or damage caused to the property insured by

- a) I) Its own fermentation, natural heating or spontaneous combustion.
- II) Its undergoing any heating or drying process.
- b) Burning of property insured by order of any Public Authority.

#### **II Lightning**

#### **III Explosion/Implosion**

Excluding loss, destruction of or damage

- a) To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus( in which steam is generated) or their contents resulting from their own explosion/implosion,
- b) Caused by centrifugal forces.

#### **IV Aircraft Damage**

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.

#### **V Riot, Strike, Malicious and Terrorism Damage**

Loss of or visible physical damage or destruction by external violent means directly

caused to the property insured but excluding those caused by

- a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.

#### VII Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

- a) the Insured or any occupier of the premises or
- b) Their employees while acting in the course of their employment.

#### VIII Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

- a) The normal cracking, settlement or bedding down of new structures
- b) The settlement or movement of made up ground
- c) Coastal or river erosion
- d) Defective design or workmanship or use of defective materials
- e) Demolition, construction, structural alterations or repair of any property or ground works or excavations.

#### IX Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

#### X Missile testing operations

## XI Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinkler Installation
- c) Defects in construction known to the Insured.

## XII Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

## (A) GENERAL EXCLUSIONS

- a) This Policy does not cover (not applicable to policies covering dwellings)

Excess applicable will be mentioned in the policy schedule

The Excess shall apply per event per insured.

- b) Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- c) Loss, destruction or damage directly or indirectly caused to the property insured by
  - a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- d) Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - a) Pollution or contamination which itself results from a peril hereby insured against.
  - b) Any peril hereby insured against which itself results from pollution or contamination

e) Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.

f) Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.

g) Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.

h) Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.

i) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

j) Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.

k) Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.

l) Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.

m) Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

## B. GENERAL CONDITIONS

1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.

2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company :-

a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.

b) If the interest in the property passes from the insured otherwise than by will or operation of law.

4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given

to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

6. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

b) Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with

(ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. On the happening of loss or damage to any of the property insured by this policy, the Company may

a) Enter and take and keep possession of the building or premises where the loss or damage has happened.

- b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- d) Sell any such property or dispose of the same for account of whom it may Concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.

9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to



reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

11. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

12. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

13. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two

arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

14. Every notice and other communication to the Company required by these conditions must be written or printed.

15. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

Add on covers

#### EARTHQUAKE

Policy is extended to cover the above subject to following endorsement wordings:

It is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide /

Rockslide resulting there from. Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

#### DESIGNATION OF PROPERTY CLAUSE

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

#### REINSTATEMENT VALUE CLAUSE

"It is hereby declared and agreed that in the event of the property insured within this policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby."

#### Special Provisions

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
1. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
2. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if

the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

3. This Memorandum shall be without force or effect if

a) the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.

(b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

### **ESCALATION CLAUSE**

The following Clause shall be used

“In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the under noted items(s) the Sum(s) Insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Unless specifically agreed to the contrary the provisions of this clause shall only apply to the sum

insured in force at the commencement of each period of insurance.

At each renewal date the insured shall notify the Insurers :-

(i) the sums to be insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which

have accrued under this Clause during the period of insurance upto that renewal date, and

(ii) the specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.”

#### OMISSION TO INSURE ADDITIONS OR EXTENSIONS

The insurance by this Policy extends to cover Buildings and/or Machinery, Plant and other Contents as defined in the Schedule hereof which the Insured may erect or acquire or for which they may become responsible:-

- a) at the within described premises
- b) for use as factories

The liability under this Extension shall not exceed in respect of (a) above, 1% of the Sum Insured by items of the Schedule, in respect of (b) above, 5% of the Sum Insured by items of the Schedule.

The Insured shall notify the Company of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.

Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.

No liability shall attach to the Company in respect of any Building, Machinery Plant other or other contents while such property is otherwise insured.

All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the currency of the Policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of completion of construction/erection of additions may be suitably adjusted.

#### LOCAL AUTHORITY CLAUSE

The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that:

The amount recoverable under this extension shall not include:

- a) in respect of destruction or damage occurring prior to the granting of this

extension in respect of destruction or damage not insured by the Policy under which notice has been served upon the Insured prior to the happening of the destruction or damage, in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property destroyed or damaged, the cost incurred in complying with any of the aforesaid Regulations or Bye-laws (iv) (iii) (ii) (i)

b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-laws not arisen, the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.

The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.

If the liability of the Company under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.

The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

All the Conditions of the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

#### 72 HOURS CLAUSE

This clause defines the period of 72 hours as a single event for the purpose of application of Excess under loss due to AOG perils.

#### ON ACCOUNT PAYMENT CLAUSE

It is hereby declared and agreed that payment on account of any loss recoverable under this policy will be promptly made by the Insurers to the Insured if so desired by the Insured, provided that such payment are deducted from the finally agreed claim settlement figures

## **Annexure G**

### **ELECTRONIC EQUIPMENT INSURANCE POLICY**

WHEREAS the Insured named in the Schedule hereto has made to General Insurance Company Limited, (hereinafter called 'Company') a written proposal with any other statement made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and/or in consideration of the Insured having paid to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, conditions and provisions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

This Policy shall apply to the Insured items only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

The liability of the Company for any one item of the Insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

#### **GENERAL EXCLUSIONS –**

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by -

1. War, Invasion, Act of foreign Enemy, Hostilities or War Like operations (whether war be declared or not), Civil War, Rebellion Revolution, Insurrection Mutiny, Civil Commotion, Confiscation, Commandeering a Group of Malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any government de-jure or de-facto or any public, municipal or local authority.
2. Nuclear Reaction, Nuclear radiation or radioactive contamination.
3. Wilful act or wilful negligence of the Insured or his representative.;
4. Cessation of work whether total or partial.
5. Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
6. Derangement of the Insured property not accompanied by damage otherwise covered by this policy.
7. Loss of or damage to the property covered under this policy falling under the terms of the Maintenance Agreement.

8. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at Sonic or Supersonic speeds.

In any action, suit or other proceedings where the company allege that by reason of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

#### GENERAL CONDITIONS –

- 1) The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.
- 2) The schedule and the section(s) shall be deemed to be incorporated in and form part of this policy and expression "this policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
- 3) The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.
- 4) i). Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.

ii). The Insured shall immediately notify the Company by Telephone and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

#### 5) DUTIES FOLLOWING AN ACCIDENT-

In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall-

- a. immediately notify the Company by telephone as well as in writing giving an indication as to the nature and extent of loss or damage;
- b. take all steps within his power to minimise the extent of the loss or damage;
- c. preserve the parts affected and make them available for inspection by a representative or Surveyor of the Company;
- d. inform the police authorities in case of loss or damage due to theft or burglary or any other criminal act

The Company shall not in any case be liable for loss, damage or liability of which no notice has



been received by the Company within 180 days of its occurrence.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs.5,000/- provided that the carrying out of such repairs is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Company or if temporary repairs are carried out without the Company's consent.

#### 6) RECOURSE-

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

#### 7) ARBITRATION-

If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of The Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitrations as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

#### 8) FRAUDULENT CLAIMS-

If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have

made their award, all benefit under this Policy shall be forfeited.

9) OTHER INSURANCE-

If at the time any claim arises under this Policy there be any other Insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

10) TERMINATION OF INSURANCE

This Insurance may be terminated at any time at the request of the Insured; in which case the Company will retain the premium calculated at the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 30 days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

SECTION I – EQUIPMENTS -

All Electronic equipments like Computers, Medical, Biomedical, Micro- processors; Audio/Visual equipments including the value of Systems Software may be covered under Electronic Equipment Policy. The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, System Software etc. This also includes all items mentioned in the RFP/schedule attached to this policy.

Dish Antenna is excluded from the scope of cover under this policy. Further portable Electronic Equipments like notebook, lap top computer, sonography are also excluded under EEI Policy.

1. SCOPE OF COVER –

The Company hereby agrees with the insured (subject to the exclusions & conditions contained herein or endorsed hereon) that if at any time during the period of Insurance stated in the schedule or during any subsequent period for which the insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) upto an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

2. SPECIAL EXCLUSION TO SECTION - I

The Company shall not, however, be liable for -

- a. the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not,

- however, be called upon to bear more than the highest single Excess applicable to such items;
- b. loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the company or not;
  - c. loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
  - d. any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
  - e. any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
  - f. loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
  - g. loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement unless specifically covered by the insured under this policy;
  - h. consequential loss or liability of any kind or description;
  - i. loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
  - j. Aesthetic defects, such as scratches on painted polished or enamelled surfaces.

In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss or damage to the insured items.

#### PROVISIONS APPLYING TO SECTION – I SUM INSURED –

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.

The sum insured of the equipment insured under this section shall include the value of 'System Software'.

#### BASIS OF INDEMNITY –

- a. In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- b. In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- c. In cases where the Insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) will be reimbursed.
- d. The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment. In such cases claims can be settled on 'Indemnity Basis'.

**INTEGRITY PACT**

Between

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

----- herein after 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 Law of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s)

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

**Section 1- Commitments of Principal**

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

- 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 processor or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtain 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 action.

**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. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during 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 **(page nos. 6-7)**
  - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

### **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" is placed at (page nos.8-17).

### **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 Company 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) In case of sub-contracting the principal contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (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 after approval by Central Vigilance Commission. 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. The Monitor would have access to all Contract documents whenever required. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to Managing Director & CEO 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.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality. The Monitor has also signed declarations on Non –Disclosure of Confidential information and of Absence of Conflict of Interest. In case of any conflict of interest arising at a later date, the IEM shall inform Managing Director & CEO CENTRAL BANK OF INDIA and recuse himself/herself from the case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) 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 non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, SAIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD & CEO CENTRAL BANK OF INDIA, a substantiated suspicion of an offense under relevant IPC/ PC Act, and the MD & CEO CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offense or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) 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.



Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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.

## 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.
- (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) Issue like Warranty/ Guarantee etc, shall be outside the purview of IEMs.

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

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_