



REQUEST FOR PROPOSAL (THROUGH ONLINE MODE)
FOR APPOINTMENT OF A PROPERTY CONSULTANT FOR THE SALE OF
BANK'S IMMOVABLE PROPERTY SITUATED AT CENTRAL BANK OF INDIA
PROPERTY NO. 63 & 64, TRANSPORT CENTRE, NEW SABJI MANDI,
AZADPUR, NEW DELHI- 110033

Last Date for submission of online Bids (अंतिम तिथि): 22.05.2024 by 16.00 hrs

Technical Bid Opening Date (online): 22.05.2024 by 16.30 hrs (IST) or
subsequent date under advice to the
tenderers

Tender to be submitted only through ONLINE MODE – REFER ANNEXURE - A
(guidelines for online tendering of Central Bank of India)

For any enquiry / grievances – email id: civildelhzo@centralbank.co.in

Contact Details of Independent External Monitor (IEM) –

Shri Trivikram Nath Tiwari, mail ID: trivikramnt@yahoo.co.in

Shri Jagdip Narayan Singh, mail ID: jagdipsingh@yahoo.com

Assistant General Manager-BSD
Central Bank of India-Zonal Office
Plot no. 4, Block No. 54, D B Gupta Road, Karol Bagh, New Delhi-110005
T. No: 011-42827824/25, www.centralbankofindia.co.in

Disclaimer

The information contained in this Request For Proposal ("RFP") document or information provided subsequently to the applicants whether verbally or in documentary form, by CENTRAL BANK OF INDIA ("**BANK**") is provided to the applicants on the terms and conditions set out in this Tender document and all other terms and conditions, subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor an invitation to offer by CENTRAL BANK OF INDIA. This RFP is to invite proposals from applicants who are qualified to submit the bids ("**Bidders**"). The purpose of this RFP is to provide the Bidder(s) with information and to assist them in formulation of their proposals ("**Bids**"). This RFP does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. CENTRAL BANK OF INDIA makes no representation or warranty and shall incur no liability whatsoever under any Law, Statute, Rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in this RFP document is selective and is subject to update, expansion, revision and amendment. CENTRAL BANK OF INDIA do not undertake to provide any Bidder with access to any additional information or to update the information in this RFP document or to correct any inaccuracies if any therein, which may become apparent. CENTRAL BANK OF INDIA reserves the right of discretion to change, modify, add to or alters any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of CENTRAL BANK OF INDIA. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by CENTRAL BANK OF INDIA.

All information about CENTRAL BANK OF INDIA and the proposed assignment furnished by the Bidder to CENTRAL BANK OF INDIA in the context of the proposed assignment is referred to in this Bid document as "Confidential Information".

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, CENTRAL BANK OF INDIA also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

CENTRAL BANK OF INDIA reserves the right to reject any or all proposals /Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of CENTRAL BANK OF INDIA shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

S.	Activities	Date
1	Issue of RFP Document	As per Tender uploaded on Bank's website And Posted on Bank's online portal for e-tender. Below are the links: e-tender portal https://centralbank.abcprocure.com/EPROC/ Bank's Website http://www.centralbankofindia.co.in/en/active-tender
2	Time & date of online submission of Bid & opening of Bid (online)	<u>Last date of online Submission of Bid:</u> 22.05.2024 by 16.00 Hrs. <u>Opening of Technical Bid (ONLINE)</u> 22.05.2024 at 16.30 Hrs. <u>Opening of Financial Bid (ONLINE)</u> (subsequent to opening of Technical Bids successful bidders shall be informed)
3	Declaration of successful bidder	Will be communicated to the successful bidder separately by letter or at their e-mail mentioned in the bid document.

Note: (i) This bid document is not transferable.

(ii) If a holiday is declared on the dates mentioned above, the bids shall be opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

(iii) **Amendments / Addenda / Corrigenda / Extension of Dates / Clarifications if any to RFP will be published only on Bank's website www.centralbankofindia.co.in.** All the bidders are advised to see amendments to RFP, if any, before submission of the ONLINE bid. Bidders have to download the amendments / Addenda / Corrigenda / Extension of Dates / Clarifications from the Bank's website www.centralbankofindia.co.in and submit the same with bid. In case the bidder does not submit the amended RFP, it will be presumed that the bidder has seen the amendments / Amended RFP and bid would be evaluated accordingly. The decision of the Bank in this regard will be final.

(iv) Contact person – Senior Manager –Civil, Telephone no. – 011-42827824,
E- mail id - civildelhzo@centralbank.co.in

REQUEST FOR PROPOSAL (THROUGH ONLINE MODE) FOR THE APPOINTMENT OF A PROPERTY CONSULTANT FOR THE SALE OF CENTRAL BANK OF INDIA'S IMMOVABLE PROPERTY (COMMERCIAL) SITUATED AT PROPERTY NOS. 63 & 64, TRANSPORT CENTRE, NEW SABJI MANDI, AZADPUR, NEW DELHI- 110033

1. Background

1.1. CENTRAL BANK OF INDIA, a Government of India Undertaking, having its Head Office at Chandermukhi Building, Nariman Point, Mumbai-400 021(which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), hereinafter be referred to as "Bank".

1.2 CENTRAL BANK OF INDIA has decided to sell selective immovable property (commercial) situated in New Delhi, with Reserve price of approximately Rs. 10.46 Crores. The list/details of Property are enclosed as Annexure VI. The proposed offer for sale of Property by CENTRAL BANK OF INDIA is hereinafter referred to as the "Transaction". The Property will be sold on "as is where is (Land & Building except Furniture & Fixtures) and whatever there is basis and non-recourse basis". The Property is situated in the well developed and good location and is easily accessible by way of public transport system and all the civic amenities are close by.

2. Definitions

In this document, unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them herein:

- **"Bid" means responses submitted by the Bidder(s), pursuant to this RFP Document comprising of the Technical Bid, Financial Bid and other requisite forms, documents, and authorizations, in accordance with the terms and conditions of this RFP Document.**
- **"Bidder" means any person/entity, which is qualified to submit Bid in accordance with requirements under RFP document.**
- **"RFP document" means this document along with the Annexure, for "The Appointment of a Property Consultant for the Sale of CENTRAL BANK OF INDIA's Immovable Property (Commercial) Situated at Property nos. 63 & 64, Transport Centre, New Sabji Mandi, Azadpur, New Delhi- 110033, as may be amended and modified from time to time.**

3. Proposal

CENTRAL BANK OF INDIA intends to appoint a Property Consultant for facilitating and advising the Bank in identifying the buyer (s) / prospective purchasers so as to enable the Bank to sell its Commercial Property situated at Property nos. 63 & 64, Transport Centre, New Sabji Mandi, Azadpur, New Delhi- 110033 .

Bids are to be prepared in accordance with this RFP document and it should be submitted online through Bank's e-Tender web portal on or before 16.00 hours on 22.05.2024.

4. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and conditions in this RFP. Bid shall be deemed to have been made by the Bidder after careful study and examination of this RFP document with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, due diligence, analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever felt necessary obtain independent advice.

The Bid should be precise, complete and in the prescribed format, as per the requirement of this RFP. Failure to furnish all information required by this RFP or non-submission of a Bid in accordance with this RFP in each and every respect will be at the Bidder's risk and may result in rejection of the Bid for which CENTRAL BANK OF INDIA shall not be held liable or responsible.

Any decision taken by CENTRAL BANK OF INDIA as to completeness of the Bid or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be questioned / challenged by the Bidder(s).

5. Cost of preparation of Bid

The Bidder shall bear all costs associated with or incidental to the preparation and submission of its Bid and CENTRAL BANK OF INDIA shall in no case be held responsible or liable for such costs, regardless of the conduct or outcome of the bid process including but not limited to cancellation / abandonment / annulment of the bidding process. (Exemption: Submission of valid Micro and Small Enterprises (MSEs) certificate as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department).

6. Clarification of Bid Documents

For any further clarifications, the Bidder may contact (SM-CIVIL, telephone - 011-42827824, e-mail - civildelhzo@centralbank.co.in)

7. Amendment of Bid Document/RFP Document

CENTRAL BANK OF INDIA reserves the sole right to amend / modify the RFP Document and/or to include any addendum to this RFP. The Bidders shall not claim as a right for requiring CENTRAL BANK OF INDIA to do the aforesaid.

At any time before the deadline for online submission of Bids, CENTRAL BANK OF INDIA may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP and all such modifications shall be binding on them.

The amendments/addendum made to this RFP shall be brought to the notice of all prospective Bidders and all such amendments shall be binding on them. Amendments / Addenda / Corrigenda / Extension of Dates / Clarifications if any to RFP will be published only on Bank's website <http://www.centralbankofindia.co.in/en/active-tender>

If required, in order to allow prospective Bidders reasonable time, in which, to take the amendment/addendum into account in preparing their Bids, CENTRAL BANK OF INDIA at its sole discretion reserves the right (but shall not be bound) to extend the deadline for the submission of Bids. However, no request from the Bidder, shall be binding on CENTRAL BANK OF INDIA for the same. The decision of CENTRAL BANK OF INDIA shall be final, conclusive and binding on all the Bidder(s) and shall not be questioned / challenged by the Bidder(s).

8. Terms and Conditions

A. General:

1. The Bid shall be in the prescribed form and shall be in English only. All correspondence and documents relating to the Bid exchanged by the Bidder and CENTRAL BANK OF INDIA shall be preferably in English.
2. Bidders are required to submit the RFP Document fees of Rs.5,000/- (Non - refundable) in the form of Demand Draft drawn in favour of 'Central Bank of India' payable at New Delhi. Tender fees are to be submitted at above address before the last date of Online RFP bid submission. Any tender not accompanied with the specified tender fee unless otherwise exempted shall be rejected. (Exemption: Submission of valid Micro and Small Enterprises (MSEs) certificate as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department).
3. Bidders are required to submit the Earnest Money Deposit (EMD) of Rs. 20,000/- (refundable to unsuccessful bidders) in the form of Demand Draft drawn in favour of 'Central Bank of India' payable at New Delhi. EMD are to be submitted at above address before the last date of Online RFP bid submission. Any Bid not accompanied with the specified tender fee unless otherwise

exempted shall be rejected. (Exemption: Submission of valid Micro and Small Enterprises (MSEs) certificate as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department).

B. Technical Criteria for selection:

The Bidders submitting the Bids (as detailed herein) shall meet the following criteria:-

1. The Bidder shall be in the business of advising and facilitating the purchase / sale of Property for at least last 05 calendar years as on March 31st , 2024.
2. During last 05 calendar years as on March 31st , 2024, the bidder should have completed similar works of cumulative value of Rs. **52.30 crores** (5 times of reserve price) for clients like PSBs, Private Banks, Financial Institutions, Large Corporate (Private Firms with turnover > Rs. 250 crore), PSU, Govt / Semi Govt. (Documentary evidence eg. Work Orders, Completion Certificates etc depicting value to be submitted with Technical bid). Similar works means consultancy for successful completion of sale of Assets.
(Documentary evidence of firm's finances justifying the commission/fees received thereof to be submitted with Technical bid duly certified & audited by CA firm).
3. The Bidder shall be any individuals, partnership firms, Limited Liability Partnership, any State Government, Central Government, Public Sector Undertakings, Public Companies and Private Companies, Statutory Corporation, formed and registered under applicable laws. In case the bidder is a partnership/ Joint Venture firm or a consortium, then the above eligibility criteria shall pertain to age and business parameters of partnership firm / Joint Venture / consortium per se and not to be clubbed for both the entities nor is to be applied separately.
4. Declaration on letter head of the Bidder(s) that its any government contract in the past was not terminated during the contract period due to unsatisfactory performance, nor did it refused to undertake any assignment for CENTRAL

BANK OF INDIA after the contract was awarded by CENTRAL BANK OF INDIA in the past;

5. Declaration on letter head of the Bidder(s) that they have not been blacklisted by any public sector bank / Govt. organization / Statutory bodies etc., for breach of applicable Laws or violation of regulatory prescriptions or breach of agreement.
6. Declaration on letter head of the Bidder(s) that the Bidder has a clean track record and they didn't have any involvement in illegal activities or financial frauds. RFP without declaration will not be considered and will be rejected forthwith.
7. Declaration on letter head of the Bidder(s) that the Bidder must not have been disqualified by RBI / IBA/RERA or any other Public Sector Bank including CENTRAL BANK OF INDIA, during the last 5 (five) financial years ending with March 31, 2023.
8. Declaration on letterhead of the Bidder(s) that the Bidder confirm and undertake that no action has been initiated against it by any other Government, Statutory / regulatory authority or Judicial authority with regard to any violation of law or other financial irregularities and in no Court/Tribunal/Fora any legal proceedings are pending against the bidder".
9. The Bidder should have a full-fledged/Registered/Corporate office in Delhi-NCR.
10. The Bidder shall Bid/Quote for rendering services for Commercial Property. Any Bid submitted in variance of the above term shall not be considered for evaluation and award of work.
11. The Bidders should give an undertaking that no action has been initiated against it by any regulator including but not limited to, RERA, SEBI / Central Vigilance Commission / RBI or any other Government or statutory agency or similar authorities in any jurisdiction, with regard to any irregularities or otherwise reported in various newspapers/media or otherwise including any other financial dealings or consultancy / advisory services with various Banks / FIs / Life Insurance Corporation of India / other insurance companies and its subsidiaries/any other agency.
12. The Bidder should give a certificate as part of the Bid/proposal. An indicative

format of the Certificate, which may be suitably modified by the bidder, is given below;

"We certify that there has been no conviction by a court of law or indictment / adverse order in any jurisdiction by any regulatory authority or body for any offence or wrong doing against us or any associate / affiliate / sister concern(s) or the CEO, Directors /. It is further certified that there is no

investigation pending or contemplated against us or the CEO, Directors of our concern in any jurisdiction.

We certify that working for CENTRAL BANK OF INDIA in relation to the proposed assignment does not and will not conflict with the other assignments that we have or may have now or in future. We further certify that we will not share Confidential Information with other assignment teams working for other clients or any other staff member who may be conflicted."

13. If any information provided by any Bidder at any stage of bidding process is found and/or proved to be incorrect or misleading, such bid shall be summarily rejected / disqualified. Such Bidder may also be blacklisted for all future assignments/services by CENTRAL BANK OF INDIA.

C. Scope of Work (SoW) in Brief:

The Scope of Work for Property Consultant comprise of undertaking review, feasibility, strategic studies & advise towards potential sale of Property, various services, issuance of advertisement, marketing exercise, identification of prospective buyers, site inspections, all works / matters related to sale of the property viz. Scrutiny of the property documents with Bank, obtaining permission / NOC for sale of property from any statutory authority / body as required on behalf of Bank, methodology of transactions, preparation and invitation of Request For Proposal (RFP) from prospective buyers, conducting e-auction process, finalization of deal and realization of accepted bid amount, complete documentation up to final handing over of the premises to the successful bidder. The Property Consultant shall provide the services in

phases as under with required team structure at site and in the market till the realization of transaction and conclusion of the deals.

(a) NOC, conversion of property from lease hold to freehold.

- Before initiation of sale process / e-auction, NOC for Sale of property and/or conversion of property from Leasehold to Freehold, Change of land usage and other necessary approvals from statutory authorities. In case NOC and/or above conversion exercise etc. could not get completed, no consultancy fees / charges shall be paid to Property Consultant.
- Obtaining necessary permissions / NOC etc. for sale of property from any statutory authority / body as required during all stages of sale process on behalf of Bank shall be the duty of Property Consultant.

(b) Planning & Research

- Issue of Advertisement - Design Inputs – plans, layouts
- Market Intelligence Demand / Supply Analysis Competition mapping
- Pricing strategy
- Collate and review ownership documents & other issues relating to the Property.
- Inspection of Property, marketability, access etc.
- Analyze potential sectors & companies
- Scalability options

(c) Marketing Management

- Market analysis & marketing plan
- Identify prospective buyers & liaising with them
- Contact Key prospective clients, calls, mailings, etc.
- Advertise & promotion
- Show Property to prospective clients, respond/address their queries
- Pitch to clients – explain technicalities, procedures etc.
- Provide marketing material

(d) Valuation

- Valuation should be obtained from at least two independent Govt. approved valuers of Central Bank of India's approved panel for the Property listed in Annexure VI. Bank shall pay the cost to be incurred for valuation of property through independent panel Valuers.
- The valuation should be independent, transparent and free from bias.
- The Valuer needs to submit its report to the Property Consultant who after vetting the valuation report and with its recommendations thereon shall submit the same to CENTRAL BANK OF INDIA.
- The Valuer will have to obtain reliance letter to the effect that the Bank can place reliance on the valuation report.

(e) Transaction Management

- Arrange for inspection of the property, documents, etc.
- Get required approvals / NOC from any statutory authority or any other body required for sale of the property.
- Bid Management process should be transparent and should be in compliance with the CVC guidelines (Preparation of RFP documents, Accept offers from interested parties, Evaluation, Award etc.)
- Set Reserve prices in consultation with CENTRAL BANK OF INDIA.
- Conducting e-Auction process for disposal of Property
- Analysis of offers
- Appointment of other consultants required for fulfillment of Transaction in consultation with CENTRAL BANK OF INDIA
- Entire Documentation Post sale / award
- Assist in due diligence of the Successful Bidder
- To prepare documents, assisting & advising the Bank in liaising & coordination with local and other statutory bodies, for registration requirements.
- Managing the entire process of sale of Commercial & Residential Property effectively in compliance with the applicable laws.
- Opinion on the Property viz., specific tax & legal / statutory issues arising due to sale of Property.

- To indicate the breakup of activities and time Schedule for completion of Transaction.
- The Scope of work stated above is only indicative and non-restrictive in nature. There may be some services relevant for successful completion of the Transaction but not expressly captured in the aforesaid Scope of Work, which upon being brought to the notice of the consultant by CENTRAL BANK OF INDIA will also form part of Scope of Work.

Note:

- a. Legal work / Vetting of the documents – these works to be done by Bank and the required expenses in this regard to be borne by the Bank. The consultant will assist the Bank.
- b. Liaising with the statutory authorities like Collector's Office, Municipal Corporations, etc. for getting required approvals - these works to be done by Consultant and the required expenses in this regard to be reimbursed by the Bank against the receipts.
- c. Penalty for deficiency of service – to be limited to 10% of the fee of the consultant.

Please note:

- (i) On award of work, the Successful Bidder is required to sign Integrity Pact with CENTRAL BANK OF INDIA, on the lines of the draft enclosed as Annexure V.
- (ii) On award of work, the Successful Bidder shall submit guidelines/methodology and will be required to give presentations at their cost in New Delhi with concepts and schemes for successful consummation of the Transactions.

Presentation, when called for, in Zonal Office should include the following:

- (i) Basic / General review of the Bank's Property after carrying out the inspection of the premises.
- (ii) Strength, Weakness, Opportunities & Threat (SWOT) analysis
- (iii) Processes involved in market research, strategies, media publicity etc.

Suggestions for target market & tentative location plans of likely licensees with alternate plans

- (iv) Submission of details for Absorption-Supply, stock-vacancy & recent transactions in the vicinity during the last two FYs.
- (v) To bring out the commercial limitations, local Bye-laws / Development Rules limitations & Infrastructural limitations.
- (vi) Providing recommendations that are practical & able to be implemented in the current as well forecast business scenarios.
- (vii) Implementation of time frame that best meets CENTRAL BANK's needs.
- (viii) Finalization of Terms and conditions of sale of Bank's Property.
- (ix) Rendering assistance to Bank in signing of conveyance deed / MOU & Execution and Registration of Property with the prospective buyers.

NOTES:

- (a) All above documents shall be the property of CENTRAL BANK OF INDIA & will not be returned to the Bidder in any case.
- (b) The Bidder fulfilling the above eligibility criteria will be selected for opening of their price bid.
- (c) Any information provided by the Bank to enable the Bidder to submit the Bid and presentation as mentioned above should not be disclosed to any other agency or published in whatsoever manner without permission of CENTRAL BANK OF INDIA.
- (d) CENTRAL BANK OF INDIA reserves its right to accept or reject any application or retender/cancel RFP for doing so & does not bind itself to accept or reject any application.
- (e) CENTRAL BANK OF INDIA reserves the right to limit the scope of services of Property Consultants and the Property proposed to be sold and CENTRAL BANK OF INDIA shall not have any liability or responsibility on their part for the above in doing so including for costs, compensation, damages and penalties of any kind.

D. Terms of Payment:

- Bank shall pay

- (i) the actual cost of issue of advertisement in select Newspapers & locations (to be finalized in consultation with the Consultant) directly to the advertising agency,
 - (ii) cost to be incurred for valuation of each property through independent Valuers and
 - (iii) The expenses to be incurred for e-auction of Property through an accredited and approved service provider for which prior approval of the Bank would need to be obtained.
 - (iv) The professional fees and expenses at actual of the legal counsel / Legal Advisor, if any, appointed for successful completion of the Transaction.
- Payment Stages:
 - (i) Bank is not liable to pay any amount towards consultancy fee, if the Transaction does not fructify for any reason what so ever after issue of paper advertisement, tendering, re-tendering or after necessary process has been followed. However, as a token of appreciation for the efforts put in by the successful Bidder in marketing the Property a Lump sum payment upto Rs. 20,000/- (Rs. twenty thousand) + GST may be paid only once, if the entire process is completed but no buyer is identified even if the tender is advertised more than one time). No consultancy fees shall be paid for the part work done.
 - (ii) Bank shall not pay any out of pocket expenses to the consultant other than quoted consultancy fee pertaining to the transaction.
 - (iii) After identification of a buyer through e-auction process, issue of offer letter and further on receipt of entire quoted bid amount from the prospective bidder, 80% of consultancy fee quoted by the Bidder shall be payable to the consultant.
 - (iv) The balance 20% of fee quoted by the Bidder shall be paid on conclusion of transaction including handing over possession of property to the prospective buyer with necessary documentation, registration etc. and full and final settlement of the deal.

- (v) In case NOC for the sale of property and/or conversion of property from Leasehold to Freehold could not get completed, no consultancy fees/charges shall be paid to Property Consultant.

E. Timelines for Engagement:

The assignment is to be completed within six (06) months from the date of acceptance of the assignment by the successful bidder. The same can be extendable on a mutual consent. Time is the essence of this Transaction and in case of failure to complete the assignment within prescribed time Bank is at liberty to terminate the agreement and can levy penalty/recover damages etc.

F. Period of validity of Bids:

Bids shall remain valid for 90 (Ninety) days from the date of the Bid opening prescribed by CENTRAL BANK. CENTRAL BANK OF INDIA holds the rights to reject a Bid valid for a period shorter than the Bid Validity Period as non-responsive, without any correspondence. Any decision taken by CENTRAL BANK OF INDIA in this regard shall be final, conclusive and binding on the Bidders and shall not be questioned / challenged by the Bidders. In exceptional circumstances, CENTRAL BANK OF INDIA may solicit the Bidder's consent to an extension of the Bid Validity Period. The request and the response thereto, shall be made in writing. Extension of Bid Validity Period by the Bidder should be unconditional and irrevocable.

Notwithstanding anything contained in the RFP document, any decision in this regard by CENTRAL BANK OF INDIA shall be final, conclusive and binding on the Bidders and shall not be questioned / challenged by the Bidders / Successful Bidder.

G. MODE OF SUBMISSION OF RFP DOCUMENT:-

- 1) Bids (Technical & Financial / Price) shall be submitted only in Online mode.
- Technical Bid to be uploaded online - containing RFP document signed on each page as a token of acceptance of terms and conditions of RFP document along with Annexure-I, Annexure-II, Annexure-III,

Annexure-IV and Annexure-V and all the declarations on the letter head of Bidder and other documents as indicated in the Technical Criteria for selection.

- Financial Bid/Price Bid shall be submitted only in online mode.

The Bidders are required to provide their fee quote (Success fee) as a percentage of the gross proceeds to be received. The Success Fee shall only be payable upon successful completion of the Scope of Work (as mentioned in clause no. C). The above fee shall be Exclusive of GST. All travel related and other out of pocket expenses including those related to due diligence will have to be borne by the Bidder. The fee quoted should be restricted up to two decimal points.

In rare event of a tie between two or more lowest bidders CENTRAL BANK OF INDIA would have discretion to seek further competitive financial bidding from selected lowest bidders as a tie breaker.

- 2) Bids are to be submitted only through ONLINE MODE as per the details mentioned in Annexure - A enclosed with this document. Physical / hard copy bids shall be rejected and shall not be considered for further tender process.
 - 3) The Bidder shall prepare the Price Bid in original as per the format provided. The submitted Bid should necessarily comply with the specified format.
 - 4) In The Technical Bid documents before uploading online, Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- Covering letter stating clearly the validity of the Bid, RFP document signed on each page as a token of acceptance of terms and conditions of RFP document along with Annexure-I, Annexure-II, Annexure-III, Annexure-IV and Annexure-V and all the declarations on the letter head of Bidder and other documents as indicated in the Technical Criteria for selection should be uploaded online.
 - In case of individual, a photocopy of their Income Tax returns (For the

last three financial years ending as on March 31, 2023) along with the copy of the PAN & Aadhar duly signed by the authorized signatory should be uploaded online.

- In case of other entities, viz., Companies/LLPs/Partnership firms/statutory corporation, etc., the certified copy of the company incorporation/registration documents etc., latest audited Balance Sheet and Certificate of Net Worth duly certified by the Statutory Auditors and a copy of PAN/GST registration should be uploaded online.
- 5) The Bid documents to be uploaded shall be signed by a person or persons so authorized by the Bidder. In case of a legal entity, the Bid shall be signed by the person so authorized by the legal entity with its seal duly affixed. The Bidder should submit and upload a Power of Attorney (POA) as per the format enclosed in **Annexure - IV**, authorizing the signatory of the Bidder to sign and submit the Bid. The POA is not required to be submitted in case of Bids submitted by individuals in their own independent capacity. The Bids documents must be submitted online with all the pages numbered serially along with index of submission. In the event any of the instructions mentioned herein have not been adhered to, the Bid is liable to be rejected without referring for any clarifications/justification.
 - 6) The Bidder should submit and upload its profile as per **Annexure-I** of the RFP document for serving the notices, required to be served to the Bidder in connection with the Bid.
 - 7) The Bidder shall (whether or not he submits the Bid) treat the details of the RFP documents, as secret and confidential.
 - 8) The Submission of the Bid means and implies that the Bidder has unconditionally and irrecoverably agreed to and accepted all the above terms and conditions of the RFP document.

H. EVALUATION OF BIDS:

1. Bids would be opened ONLINE on the date and time as specified. In case bids are not opened on the specified date, the Bids shall be opened at

the appointed date and time as decided by Bank.

2. Financial Bids / Price Bids of technically qualified Bidders only, as decided by CENTRAL BANK OF INDIA, will be opened ONLINE and that of disqualified bidders will not be opened.
3. After opening of Bids and carrying out the evaluation of the Bids, the Bank intends to declare the Successful Bidders and the same will be notified to the Successful Bidders by a letter or by an e-mail. However, the Bank reserves the right to reject the Bid even after opening of Financial Bids / Price Bids if any deviation is found from the bid document at later stage.
4. Incomplete Bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of the RFP document shall be liable to be rejected.
5. During the evaluation of Bids, CENTRAL BANK OF INDIA may, at its discretion, ask the Bidder for a clarification of its Bids. The request for clarification and the response shall be in writing. If the response to the clarification is not received within the prescribed period (as prescribed by CENTRAL BANK OF INDIA in this regard) or the response is found to be unreasonable at sole discretion of Bank , CENTRAL BANK OF INDIA reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.
6. In the event two or more Bids are received as lowest bids with the same offer price (which is in percentage of gross proceeds to be received), the concerned bidders would be invited for inter-se bidding and the bidder who offers the lowest bid post inter-se bidding would be declared as the Successful Bidder.
7. CENTRAL BANK OF INDIA reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for CENTRAL BANK's action. Any decision of CENTRAL BANK OF INDIA in this regard shall be final, conclusive and binding on the Bidders and shall not be questioned / challenged by the Bidder.

CENTRAL BANK OF INDIA reserves the right to re-issue / split / re-commence / cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the CENTRAL BANK OF INDIA's action. Any decision of CENTRAL BANK OF INDIA in this regard shall be final, binding and conclusive on the Bidders and shall not be questioned / challenged by the Bidder.

- I. The Bank has Independent External Monitors. Bidder having grievance, if any, in the tendering process may approach the IEM for redressal of their complaints. Contact details of the Bank's IEM is already given in this RFP.

Signing of Contract by the successful bidder :- The successful bidder shall enter into a contract with bank in the standard format, incorporating all the terms. Template for the proposed agreement/ contract is enclosed herewith this RFP document.

DISPUTE RESOLUTION PROCEDURES (Post selection)

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation. If the dispute is not resolved amicably then the same shall be referred to the Court at Delhi.

CONFLICT OF INTEREST 1) BANK requires that the successful bidder provide professional, objective, and impartial advice, and at all times hold BANK's interest's paramount, strictly avoid conflicts with other assignment(s) / job(s) or their own corporate interests, and act without any expectation/consideration for award of any future assignment(s) from BANK. 2) Without limitation on the generality of the foregoing, the successful bidder, and any of their affiliates and member firms, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below: Conflicting assignment/job: The proposer (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment/job/task that, by its nature, may be in conflict with another assignment/job/task of consultancy to be executed for the same and/or for another employer. Conflicting relationships: The proposer (including its personnel) having a business or family relationship with a member of BANK's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the

assignment/job, (ii) the selection process for such assignment/job/task, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to BANK throughout the selection process and the execution of the contract.

Confidential Information

Except as otherwise expressly provided in the text of the engagement letter, the successful bidder receiving Confidential Information, as defined below, in connection with the provision of the Services shall not disclose such Confidential Information outside its organization or use it for any purpose other than in connection with the Services. 'Confidential Information' means all information in which a party has rights that is not generally known to the public and that under all the circumstances should reasonably be treated as confidential or proprietary, whether or not the material is specifically marked as confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) was already known to the receiving party at the time of its disclosure; (iii) is independently developed by the receiving party without reference to the Confidential Information; or (iv) is subsequently learned from a third party not known by the receiving party to be subject to an obligation of confidentiality with respect to the information disclosed

J. All matters relating to the appointment of Property Consultant by CENTRAL BANK OF INDIA and the bidding procedure shall be governed by the laws of India. Only Courts at Delhi(with exclusion of all other Courts) shall have the jurisdiction to decide or adjudicate on any matter, which may arise. Bidders are requested to adhere to laws/guidelines applicable to this sale process/sale transaction.

K. The Bidder submitting the Bid should be qualified to Bid under applicable laws / regulations & guidelines of statutory / regulatory / governmental authorities. The Bidder should have all requisite statutory, regulatory approvals and corporate authorizations to submit its Bid.

L. If any information provided by any Bidder is found and / or proved to be incorrect or misleading, such Bid shall be rejected / disqualified at any stage.

M. Penalty for Non Performance : After award of the assignment, in case of deficiency of service by the consultant resulting in bank incurring any cost or resulting in loss to the Bank directly or indirectly, the bank reserves the right to levy Penalty / Liquidated Damages subject to the limit of 10% of the Fee of the

consultant. Further, Bank reserves right to forfeit EMD and can claim for compensation. Bank will also be at liberty to blacklist, after giving opportunity to successful bidder, and inform IBA/RBI or any other Regulatory Authority. The decision of the Asset Sale Committee regarding the cost incurred or loss suffered by the Bank will be final & binding on the Consultant.

Articles of Agreement (on Rs. 500 stamp paper)

This Agreement made aton the.....day of.....2024 between Central Bank of India, a body Corporate constitutes under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office/ Registered Office at Chander Mukhi, Nariman Point, Mumbai, and Zonal Office - Delhi, Plot no 4 Block no 54 D B Gupta Road, Karol Bagh, New Delhi (hereinafter referred to as the "Bank") of the ONE PART

and herein called the Property Consultant of the OTHER PART.

Whereas the Bank intends to sale of CENTRAL BANK OF INDIA's Immovable Property (Commercial) situated in Property nos. 63 & 64, Transport Centre, New Sabji Mandi, Azadpur, New Delhi- 110033 (as mentioned in RFP) and WHEREAS the Bank has approved the appointment of the Property Consultant as "Consultant" for the purpose of undertaking review, feasibility, strategic studies & advise towards potential sale of Property, various services, issuance of advertisement, marketing exercise, identification of prospective buyers, site inspections, all works / matters related to sale of the property viz. Scrutiny of the property documents with Bank, obtaining permission / NOC for sale of property from any statutory authority / body as required on behalf of Bank, methodology of transactions, preparation and invitation of Request For Proposal (RFP) from prospective buyers, conducting e-auction process, finalization of deal and realization of accepted bid amount, complete documentation up to final handing over of the premises to the bidder. The Property Consultant shall provide the services in phases as under with required team structure at site and in the market till the realization of transaction and conclusion of the deals as indicated in Bank's Work Order Letter No.dated.....and Consultant's bid (Technical and Price bid datedin response to Banks Tender notice No.....Dated..... submitted to Bank's office.

NOW THIS DEED WITNESSETH and the parties hereto hereby agree as follows:

1. (A) - The Bank agrees to pay the Consultant as remuneration for the professional services to be rendered by the Consultant in relation to the said work Project particularly for the services hereinafter mentioned, a Success Fee: (.....%) (in words.....percent) of the total Sale proceeds

of the entire successful transaction leading to sale of CENTRAL BANK OF INDIA's Immovable Property (Commercial) situated in Property nos. 63 & 64, Transport Centre, New Sabji Mandi, Azadpur, New Delhi- 110033 (as mentioned in RFP) + GST. The said fee is inclusive of all works as per this RFP document but excluding of GST. Nothing extra will be paid at any cost as agreed in this document.

2. The Stages of payment and other financial and payment terms shall be as per this tender document including Price Bid.

3. All the Terms and Conditions related to duties, scope of work and general and other conditions, shall be as per your tender bid (i.e. this RFP document) dated (enclosed) in response to Banks Tender/RFP notice No.....Dated....., corrigenda issued if any, Work order letter no.....dated..... all accepted & submitted by you to Bank's office.

4. The Integrity Pact as per this document.

(For & On behalf of the Bank)
Architect)

(Office Seal)

For & On behalf of Bidder/

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

ANNEXURE-I

REQUEST FOR PROPOSAL FOR THE APPOINTMENT
OF A PROPERTY CONSULTANT FOR THE SALE OF BANK'S IMMOVABLE
PROPERTY (COMMERCIAL) SITUATED AT PROPERTY NOS. 63 & 64,
TRANSPORT CENTRE, NEW SABJI MANDI, AZADPUR, NEW DELHI- 110033

Sl. No.	Details	
1	Name & Address of the firm	
2	PAN No. /GST Regd. No.	
3	Type of organization & year of incorporation.	
4	Correspondence address with contact person's name, telephone number, mobile number, Fax No., E-mail etc.	
5	Turnover of the company. Please provide the details for the last 5 financial years*. (ending March 2023)	2018-19 2019-20 2020-21 2021-22 2022-23*
6	Number of similar works, carried out during the last 5 calendar years ending 31.03.2024. (details as per Annexure-II)	
7	Name & address of the client, organizations with details of contact person. Please arrange to provide copies of work order or Certificates from 2 CAs (certifying that the payment against the completion of work has been received by the bidder) alongwith Notarized	

	Affidavit from the bidder will be acceptable, details of property sold.	
8	Whether Annexure-I & Annexure-II filled up with full particulars	Yes/No
9	Other information's applicant might like to give in support of the application	
10	Details of RFP Documents Fee & EMD paid	

Date:
seal

Signature of the authorized person & company

ANNEXURE-II

REQUEST FOR PROPOSAL FOR THE APPOINTMENT

**OF A PROPERTY CONSULTANT FOR THE SALE OF BANK'S IMMOVABLE
PROPERTY (COMMERCIAL) SITUATED AT PROPERTY NOS. 63 & 64,
TRANSPORT CENTRE, NEW SABJI MANDI, AZADPUR, NEW DELHI- 110033**

LIST OF SIMILAR WORKS COMPLETED DURING

LAST 5 YEARS (up to 31.03.2024)

Sl. No.	Client name and details of contact person with Telephone Numbers	Work order Ref. No. & Date	Details of Property sold and its locations etc.	Remarks

Note: Kindly provide copies of the work order or Certificates from 2 CAs (certifying that the payment against the completion of work has been received by the bidder) alongwith Notarized Affidavit from the bidder and details of property sold for the above mentioned transactions.

Date:

Signature of the authorized person & company seal

Annexure-III

Letter of Bid and Intent

[On Letter head of the Bidder including full postal address, telephone No.Fax No. and E-mail ID) (as applicable)]

Date:

To
Assistant General Manager,
Zonal Office, Central Bank of India,
Sorabji Bhawan, Plot no. 4, Block no. 54,
DB Gupta Road, Karol Bagh, New Delhi - 110005

Subject: Appointment of a Property Consultant for the Sale of CENTRAL BANK of India's Immovable Property (Commercial) Situated at Property nos. 63 & 64, Transport Centre, New Sabji Mandi, Azadpur, New Delhi- 110033.

Sir,

1. I/ We refer to your communication (dated____) inviting bids for **Appointment of a Property Consultant for the Sale of CENTRAL BANK's Immovable Property (Commercial) Situated at Property nos. 63 & 64, Transport Centre, New Sabji Mandi, Azadpur, New Delhi- 110033"**.
2. I/We have read and fully understood the terms and conditions of the RFP document and offer our bid for the "Appointment of a Property Consultant for the Sale of CENTRAL BANK's Immovable Property (Commercial) Situated in Property nos. 63 & 64, Transport Centre, New Sabji Mandi, Azadpur, New Delhi- 110033 " strictly in conformity with the said terms and conditions of this RFP Document.
3. I/We shall enter into an Agreement with you in the form and manner satisfactory to you containing the usual provisions and detailing the terms and conditions of the proposed appointment of Consultant by you.
4. We understand that if our Bid is accepted, we the bidders, shall be jointly and severally responsible for the due observance and performance of the terms and conditions of the RFP document.
5. We understand that you are not bound to accept the lowest or any Bid you may receive. Further, we will not object in case CENTRAL BANK OF INDIA goes for re-tendering.

6. I/ We have read and understood the contents of RFP document and the advertisement and wish to participate in the above RFP process and for this purpose:
- i) I/We propose to submit my / our bid [for and on behalf of (Insert Company Name)].
 - ii) I/we confirm that we satisfy the eligibility criteria set out in the relevant sections of the RFP document as well as all such other relevant laws and regulations as applicable to us.
 - iii) The Bid documents as per the formats, indicated hereinafter duly signed by us, which satisfy the eligibility criteria, are enclosed.
 - iv) The Technical Bid comprises the following:
 - a) Duly Signed RFP (by an authorized representative of the Bidder)
 - b) Certified copy of the constitutional documents of Bidder
 - c) Duly stamped and executed Power of Attorney as per Annexure-IV
 - d) Latest audited balance sheet for the last 5 (five) FYs i.e. 2018-19, 2019-20 2020-21, 2021-22 and 2022-23. Certificate of net-worth, copy of PAN/GST registration.
 - e) Certified copy of the income tax returns of above FYs along with copy of the PAN card, GST registration & Aadhar Card in case of individual.
 - f) Duly filled & signed Annexure-I, Annexure-II, Annexure-III & Annexure-IV
 - g) Declaration on the letter head of Bidder for all details as mentioned in the Technical Criteria for selection
 - h) Other documents as indicated in the Technical Criteria for selection
7. I/We further undertake to provide additional information, if any, sought by
CENTRAL BANK OF INDIA

The Bank and its authorized representatives may contact the following person for any Further information:-

Name of the Person:

Address:

Mobile/Phone No.:

Fax No.:

E-mail:

8. I/We agree that the Bank is authorized to conduct any inquiries / investigations to verify the statement, documents and information submitted in connection with Bid.

9 This bid is made with full understanding that:

(a) Bank reserves the right to reject or accept any Bid, modify/Split/cancel the bidding process, and / or reject all or any of the Bids.

(b) Bank shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.

10. I/We, declare that the statements made, and the information provided in the duly completed Bid forms enclosed are complete, true and correct in every aspect.

11. I/We have read the terms and conditions of the RFP document and I/We am/are willing to abide by them unconditionally.

12. I / We undertake and agree that any information and / or document provided / to be provided by us, if found wrong / incorrect, then Central Bank of India is having right to reject our bid / contract without any recourse at any stage.

Name_____

For and on behalf of

(Name of Bidder)

Enclosures (uploaded online):-

- a) Duly Signed RFP (by an authorized representative of the Bidder)
- b) Certified copy of the constitutional documents of Bidder
- c) Duly stamped and executed Power of Attorney as per Annexure-IV
- d) Latest audited balance sheet for the for the last 5 (five) FYs i.e. 2018-19, 2019-20 2020-21,2021-22 and 2022-23 to be furnished , Certificate of net-worth, copy of PAN and GST registration;
- e) Certified copy of the latest income tax returns along with copy of the PAN card & Aadhar Card in case of individual.
- f) Duly filled & signed Annexure-I, Annexure-II, Annexure-III & Annexure-IV

- g) Declaration on the letter head of Bidder for all details as mentioned in the Technical Criteria for selection
- h) Other documents as indicated in the Technical Criteria for selection

Annexure-IV

FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID

(On a Stamp Paper of relevant value as applicable at place of execution)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, we _____
(name of address of the
registered office) do hereby irrevocably constitute, appoint and authorize
Mr./Ms. _____

(name and address of
residence) who is presently employed with us and holding the
position of _____

as true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for Appointment of Property Consultant in respect of sale of immovable Property situated in Delhi, owned by CENTRAL BANK OF INDIA, including, signing and submission of all Documents and providing information / responses to CENTRAL BANK OF INDIA, representing us in all matters before CENTRAL BANK OF INDIA, and generally dealing with CENTRAL BANK OF INDIA in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and always be deemed to have been done by us.

I Accept

_____ (Signature)

(Name Title and Address of the Attorney)

(Signature)

(Name, Title and Address of Bidder)

ANNXURE V

THIS INTEGRITY PACT is made at _____ on this _____ day of _____
20____

BETWEEN

CENTRAL BANK OF INDIA, a Government of India Undertaking, having its Head Office at Chandermukhi Building, Nariman Point, Mumbai- 400 021.

(Hereinafter referred to as "**The Principal**", which expression shall, unless repugnant to the meaning or context thereof, deemed to include its successors and assigns);

AND

_____ a company within the meaning of the Companies act, 2013 having its registered office at _____ (hereinafter referred to as "**The Bidder / Consultant**", which expression shall, unless repugnant to the meaning or context thereof, deemed to include its successors and permitted assigns);

The Principal and the Bidder / Consultant are hereinafter collectively referred to as "**the Parties**" and individually as a "**Party**".

PREAMBLE

- (A) The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder / Consultant;
- (B) The Principal intends to award, under laid down organizational procedures, contract for "Property Consultant" for facilitating and advising the Principal in identifying the buyer (s) / prospective purchasers so as to enable the Principal to sell its Commercial & Residential Property situated at Delhi and for the aforesaid purpose the Principal floated Request for Proposal ("RFP") from the interested parties;
- (C) Post evaluation of bids, the Bidder / Consultant was declared as a successful bidder;
- (D) One of the conditions of RFP is that the successful bidder / consultant is required to sign an Integrity Pact, in a form and manner satisfactory to the Principal;
- (E) Pursuant to the aforesaid condition in RFP, the Parties enter into this Integrity Pact on the terms and condition stated herein.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

Section 1 - Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the bid / RFP, 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 bidding process treat all bidders with equity and reason. The Principal will, in particular, before and during the bidding process, provide to all bidders the same information and will not provide to any bidders confidential/additional information through which the bidders could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act or the conduct rules of the Principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions under the applicable service rules.

Section 2 – Commitments of the Bidder(s)/ consultant(s)

1. The Bidder(s)/ Consultant (s) commit themselves to take all measures necessary to prevent corruption in their dealings with the Principal. They commit to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Consultant(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 what so ever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Consultant(s) will not enter into any undisclosed agreement or understanding with other Bidders, 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 cartels in the bidding process.

- c. The Bidder(s) / Consultant(s) will not commit any offence under the relevant IPC / PC Act; further, the Bidder(s) / Consultant(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. The Bidder / Consultant undertakes to exercise due and adequate care lest any such information is divulged.
 - d. The Bidder(s) / Consultants(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Consultants(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s)/Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Consultant / Bidder and in the agreement entered into by the Principal with the Consultant / Bidder.
 - g. The Bidder will not collude with the other parties interested in the contract to impair transparency, fairness and progress of the bidding process, bid evaluation, contracting and execution of the contract.
 - h. The Bidder / Consultant will not misrepresent facts or furnish false / forged documents / information in order to influence the bidding process or execution of the contract to the detriment of the Principal.
 - i. The Bidder(s)/Consultant(s) will not bring any outside influence through any government bodies / quarters directly or indirectly on the bidding process in furtherance of his bid.
2. The Bidder(s) / Consultant(s) will not instigate third persons to commit offences or acts outlined above or are an accessory to such offences.

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

If the Bidder(s)/Consultant(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)/Consultant(s) from the tender process or 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). If the Bidder / Consultant have committed a serious transgression through a violation of Section 2, such as to put his reliability or credibility in question, the Principal may, after following due process, also exclude the Bidder / Consultant from future contract award processes.

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 and other actual damages due to the consequential delay apart from any other legal right that may have accrued to the Principal.
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 Consultant liquidated damages of the contract value.
3. The Consultant/Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of termination.

Section 5 – Previous transgression

The Bidder (s) / Consultant(s) declare 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 enterprises in India or any government department in India, that could justify bidders / Consultants exclusion from the tender process. The Bidder / Consultant makes any incorrect statement on this subject, the Bidder / Consultant can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Consultants

1. The Bidder(s)/ Consultant(s) undertake(s) to demand from all sub-consultant / sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders /Consultants and sub-consultant / sub-contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 –Criminal charges against violating Bidder(s)/Consultant(s)

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

Section 8 – Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the MD & CEO of the Principal.
3. The Bidder(s)/Consultant(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Consultant. The Consultant 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 sub-consultant / sub-contractor. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Consultant(s)/ sub-consultant / sub-contractor (s) with confidentiality.
4. The Principal will provide to the Monitor information as sought by him which could have an impact on the contractual relations between the Principal and the Bidder / Consultant in relation to the contract.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner.
6. The Monitor will submit a written report to MD & CEO of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to MD & CEO of the Principal, a substantiated suspicion of an offence under the relevant anti-corruption laws of India, and the

MD & CEO of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission, Government of India.

8. The word “Monitor” would include both singular and plural.

Section 9 –Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Consultant 3 years after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the Principal.

Section 10 - Sanction for Violation

1. Any breach of the aforesaid provisions by the Bidder / Consultants or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Principal 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.;
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder / Consultant;
- (iii) To recover all sums already paid by the Principal and in case of an Indian Bidder / Consultant, with interest thereon @ 2% higher than the MCLR.
- (iv) If any outstanding payment is due to the Bidder / Consultant from the Principal in connection with any other contract for any other purpose, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To cancel all or any other contracts with the Bidder / Consultant. The Bidder / Consultant shall be liable to pay the compensation for any loss or damage to the Principal resulting from such cancellation / recession and the Principal shall be entitled to deduct the amount so payable from the monies due to the Bidder / Consultant.
- (vi) To debar the Bidder / Consultant from participating in future bidding processes of the Principal for a minimum period of five years, which may further extended at the discretion of the Principal.

2. The Principal will be entitled to take all or any of the actions mentioned at 1 above of this Pact against the Bidder / Consultant or anyone employed by it or acting on its behalf for 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.

3. The decision of the Principal to the effect that a breach of the provisions of this

Integrity Pact has been committed by the Bidder / Consultant shall be final and conclusive on the Bidder / Consultant. However, the Bidder / Consultant can approach Independent External Monitor (s) appointed for the purpose of this Pact.

Section 11 - Other Provisions

1. This Integrity Pact is subject to Indian Law. Place of performance and jurisdiction is the Zonal Office of the Principal i.e. Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder / Consultant is a partnership or a consortium, this Agreement must be signed by all the partners, consortium members and joint venture partners.
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 intention.
5. 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 extant law in force relating to any civil or criminal proceedings.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature

(For & on behalf of the Principal)
Consultant)

Office Seal

Name

Designation

Witness 1:

(Name & Address)

Signature

(For & on behalf of the Bidder /

Office Seal

Name

Designation

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Witness 2:

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

(Integrity Pact continues)

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and and spares in case of operation items.

**Guidelines on Banning of Business Dealing
(Integrity Pact continues)**

CONTENTS

S.No.	Page(s)
1. Introduction	9
2. Scope	9
3. Definitions	10-11
4. Initiation of Banning / Suspension	11
5. Suspension of Business Dealings	11-12
6. Ground on which Banning of Business Dealing can be Initiated	13-14
7. Banning of Business Dealings	14-15
8. Removal from List of Approved Agencies-Suppliers/ Contractors etc.	16
9. Show-cause Notice	16
10. Appeal against the Decision of the Competent Authority	16
11. Review of the Decision by the Competent Authority	17
12. Circulation of the names of Agencies with whom Business Dealings have been banned	17

1. Introduction

1.1 Central Bank of India, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor /inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

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

- a) If one is a subsidiary of the other.
- b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
- c) If management is common;
- d) If one owns or controls the other in any manner;

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

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

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

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

d) For Zonal Offices only

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

e) For Corporate Office only

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

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

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

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

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit / Corporate Vigilance may also be competent to advise such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency.

The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure :-

- i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
- ii) Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convenor of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
- iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1- If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 -If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

6.3- If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4- If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5- If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6- If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7- If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents;

6.8- If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract;

6.9- If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10- Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

6.11- Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;

6.12- Established litigant nature of the Agency to derive undue benefit;

6.13- Continued poor performance of the Agency in several contracts;

6.14- If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

7.1- A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

7.2- There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business

Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3- If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level.

If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA. After considering the reply of the Agency

and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4- If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5- Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending
- investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors' Committee (EDC)
- with ED (GAD) as Convenor of the Committee.
- The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
- If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (GAD).

8. Removal from List of Approved Agencies - Suppliers /Contractors, etc.

8.1- If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2- The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3- Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1- In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2- If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3- The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers /Contactors, etc.
- c) For banning the business dealing with the Agency.

9.4- If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom

business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

ANNEXURE - VI**List of property proposed for sale**

	Property Location	Details of property
1	Address - Central Bank of India, Property No. 63 & 64, Transport Centre, New Sabji Mandi, Azadpur, New Delhi - 110033	Area (Total Extent of Plot) = 292 sq. meter Type of construction = RCC Frame with RCC beams, columns & Roof slabs. No. of Floors = 2 storeyed building (i.e. G+1) with Basement and Terrace. Site visit can be done in coordination with SM-Civil, Zonal Office, 011-42827824, email:civildelhzo@centralbank.co.in

Documents to be uploaded in the Online Mode:

1. Technical Bid document all Annexures duly filled and signed.
2. Document pertaining to Status of Firm / Registration certificate/ Memorandum of association to ascertain that bidder is in business of advising and facilitating the purchase / sale of Property for at least last 05 calendar years as on March 31st, 2024
3. GST certificate
4. PAN
5. Annexure (III) of Tender document duly filled and stamped
6. Annexure (IV) of Tender document duly filled and stamped.
7. Completion certificates, work order and/or any other relevant documents from clients for the similar works fulfilling eligibility criteria at page no. 7, Clause B-2 of technical bid. Documentary evidence to be uploaded.
8. Turnover certificate (last 5 years) from Chartered Accountant as applicable as per the eligibility criteria.
9. Photocopy of DD to be uploaded / MSME certificate if claimed exemption. Original DD to be submitted at address as mentioned in Tender before last date of bid submission.
10. Balance sheet for FYs ending 2018-19, 2019-20, 2020-21, 2021-22, 2022-23. The balance sheet should be audited if required as per norms.
11. Declaration on letter head of the Bidder(s) that its any government contract in the past was not terminated during the contract period due to unsatisfactory performance, nor did it refused to undertake any assignment for CENTRAL BANK OF INDIA after the contract was awarded by CENTRAL BANK OF INDIA in the past.
12. Declaration on letter head of the Bidder(s) that they have not been put in the blacklisted by any public sector bank / Govt. organization / Statutory bodies etc., for breach of applicable Laws or violation of regulatory prescriptions or breach of agreement
13. Declaration on letter head of the Bidder(s) that the Bidder has a clean track record and they didn't have any involvement in illegal activities or financial frauds. RFP without declaration will not be considered and will be rejected forthwith.
14. Declaration on letter head of the Bidder(s) that the Bidder must not have been disqualified by RBI / IBA/RERA or any other Public Sector Bank including CENTRAL BANK OF INDIA, during the last 5 (five) financial years ending with March 31, 2023.
15. Declaration on letterhead of the Bidder(s) that the Bidder confirm and undertake that no action has been initiated against it by any other Government, Statutory / regulatory authority or Judicial authority with regard to any violation of law or other financial irregularities and in no Court/Tribunal/Fora any legal proceedings are pending against the bidder”.

16. The Bidders should give an undertaking that no action has been initiated against it by any regulator including but not limited to, RERA, SEBI / Central Vigilance Commission / RBI or any other Government or statutory agency or similar authorities in any jurisdiction, with regard to any irregularities or otherwise reported in various newspapers/media or otherwise including any other financial dealings or consultancy / advisory services with various Banks / FIs / Life Insurance Corporation of India / other insurance companies and its subsidiaries/any other agency.
17. The Bidder should give a certificate as part of the Bid/proposal. An indicative format of the Certificate, which may be suitably modified by the bidder, is given below;

"We certify that there has been no conviction by a court of law or indictment / adverse order in any jurisdiction by any regulatory authority or body for any offence or wrong doing against us or any associate / affiliate / sister concern(s) or the CEO, Directors /. It is further certified that there is no investigation pending or contemplated against us or the CEO, Directors of our concern in any jurisdiction.

We certify that working for CENTRAL BANK OF INDIA in relation to the proposed assignment does not and will not conflict with the other assignments that we have or may have now or in future. We further certify that we will not share Confidential Information with other assignment teams working for other clients or any other staff member who may be conflicted."
18. Any other relevant document as per Tender document.