



BRANCH OFFICE - SIWAN

**TENDER FOR SALE OF WHITE SUGAR / MOLASSES / BROWN SUGAR
on
'AS IS WHERE IS BASIS'**

Tender issued to:

.....

.....

Contact Details of Independent External Monitor (IEM):

- 1. Dr. Kishore Kumar Sansi [mail: kishoresansi1@gmail.com]**
- 2. Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]**

Time & Last Date of submission of tender: At or before 2.00 pm on 04 October 2021

Date & time of opening of tender: 2.30 pm on 04 October 2021

Place of opening of tender: Central Bank of India, Siwan Branch, Siwan

Cost of Tender Documents: ₹ 5,000.00 (Five thousand rupees) only

CENTRAL BANK OF INDIA, SIWAN BRANCH, SIWAN**NOTICE OF INVITATION TO TENDER**

Date: 20 September 2021

To,

All Eligible Bidders**Sub: Sale of White Sugar / Molasses / Brown Sugar.**

In compliance of order dated 02.09.2021 passed by the Hon'ble Presiding Officer, Debts Recovery Tribunal, Patna, in original Application No. 74 of 2021 Central Bank of India vs M/s Sasa Musa Sugar Works Pvt. Ltd., Central Bank of India being the secured creditor invites bids in sealed envelopes from eligible bidders for the sale of stock of following goods lying in the premises of M/s Sasa Musa Sugar Works Pvt. Ltd. on "AS IS WHERE IS BASIS":

S. No.	Goods	Quantity	Minimum Selling Price*
1	White / Refined Sugar	15,765 Quintals	₹ 3,100.00 per quintal
2	Brown Sugar	8,930 Quintals	-
3	Molasses	23,380 Quintals	-

* The minimum Selling Price of goods mentioned is the rate, below which the said goods shall not be sold.

Tender Document may be purchased from Chief Manager, Central Bank of India, Siwan Branch, Siwan against payment of ₹ 5,000.00 by way of DD favouring Central Bank of India, Siwan (non-refundable) or may be downloaded from Bank's website www.centralbank.co.in & submitted with DD of ₹ 5000.00 favouring Central Bank of India, payable at Siwan (non-refundable).

- The terms and conditions:** - The terms and conditions governing the sale are given in Appendix-A attached herewith. Each tenderer may quote rates goods wise for one or more goods as given in Appendix-C (Part 1, Part 2 & Part 3). In case any condition is attached to the bid, the rate quote will be summarily rejected.
- Sample of stocks:** - The stocks may be inspected by the intended tenderers with the permission of Chief Manager, Central Bank of India, Siwan Branch, Siwan at the godown situated at Village – Sasamusa, District – Gopalganj (Bihar) on any working day before the last day of submitting tender, where from the delivery of the stocks shall be given. Only the authorized representatives of the bidders who have purchased the tender form or made payment of ₹ 5,000/- will be permitted to inspect.
- Earnest Money and Security Deposit:** - Earnest Money must accompany each bid as stipulated in clause (E-I) and Security Deposit is payable as per clause (E-II) of the terms and conditions.
- Signing of Tender:** - Person signing the tender should state in what capacity he/she is signing the tender i.e. sole proprietor or partner of a firm, or as Secretary, Managing Director, of a limited Company, etc. In case of partnership firm, the tender must be signed by all the partners. The person(s) signing the tender form or any other document forming part of the tender on behalf of another shall produce Power of Attorney duly executed in his/her favour stating that he/she has authority to bind such other person(s) in all matters pertaining to the contracts. If the person signing subsequently fails to produce the Power of Attorney within a reasonable time, Central Bank of India may, without prejudice to other Civil and Criminal remedies, cancel the contract and hold the signatory liable for all costs and damages. The Power of Attorney should be signed by all partners in the case of partnership firm and in the case of Limited Companies, the common seal of the company should be affixed to the agreement wherever required as per its Articles of Association.
- Submission of Tender:** - Tender should be submitted in single envelope (Main Envelope -A) with three nos of separate envelopes (Envelope B, Envelope C & Envelope D) inside it.
Sub Envelope - B should contain the prescribed form specified in Appendix-B, Terms and

conditions specified in Annexure-A duly signed at each page with documents as specified in point 8 & Integrity Pact, as per attached Annexure D on stamp paper of ₹ 10000/-.

Sub Envelope - C should contain DD in favour of 'Central Bank of India' payable at Siwan towards the cost of tender form (in case it is downloaded), EMD as specified in Annexure A. Bidder has to submit separate Demand Drafts as EMD for each individual goods, the bidder wants to quote for.

(For example, if a bidder wants to quote for White / Refined Sugar & Molasses only, bidder has to submit two separate DD of amount ₹ 10,00,000.00 & ₹ 2,00,000.00 as EMD)

Sub Envelope - D should contain Price Bid for each individual item as specified in Annexure C (Part 1, Part 2 & Part 3).

The name of bidder and the last date of submission should be shown on the envelope and it should be addressed to "The Chief Manager, Central Bank of India, Siwan Branch, Siwan". Tenders will be received up to 2.00 p.m. on the specified date. Tenderers wishing to deposit their quotations by hand should deposit them in the Tender Box provided at Branch Office, Siwan for the purpose not later than 2.00 p.m. on the specified date.

Tender and /or amendment submitted after opening the tenders on the scheduled date and time will not be considered.

Separate rates should be indicated, when there are two or more items in a tender and the Chief Manager, Siwan Branch, Central Bank of India has the right to accept or reject a tender for any one or more items.

- 6) **Payment of cost and taking delivery:** - The successful tenderers after acceptance of tender will be required to deposit the full amount within the stipulated date indicated in the acceptance letter and to remove the stocks from the godown situated at village – Sasamusa, District – Gopalganj (Bihar), within 15 (fifteen) days from the date of the issue of release order. Under no circumstances the time to deposit full amount or to take delivery of the goods shall be extended and no request in this regard, either oral or in writing, shall be entertained. In the event of non-lifting of tendered stocks within the prescribed time, the security deposit shall be forfeited.
- 7) **Acceptance of Tender:** - Central Bank of India reserves the right to accept or reject any tender without assigning any reason and when there are two or more items in a tender, to accept or reject any one or more of them. Central Bank of India also reserves its rights to cancel the Tender process in its entirety, even after opening of tenders, without assigning any reason.
- 8) **Documents to be furnished along with application:** -
 - Self attested copy of Trader License issued by competent authority or certification of incorporation, as applicable along with PAN.
 - Self attested copy of GST registration certificate
 - In case of partnership firm or Co-operative or Corporate the applicant should furnish a copy of the partnership deed or byelaws or memorandum as the case may be. In case of Cooperative / corporate body copy of the letter of authority duly authorizing the Chief Executive or the authorized person to register and participate in the process should be furnished.
 - The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter ID/Aadhaar Card (self-attested copy) should be submitted along with the application. The address proof in respect of the firm shall be either Certificate of registration or Certificate of incorporation issued by the competent authority.
 - Bank account details of firm/person, type of account held, account number, name of the bank, address, IFSC code, along with a copy of the first page of Pass book or cancelled cheque leaf as evidence.
- 9) The Bank will scrutinize the financial bids and bid winners will be declared based on the highest offer in respect of goods offered for sale subject to terms and conditions detailed in this document.

**Chief Manager
Central Bank of India
Siwan Branch
Siwan**

ANNEXURE - A**TERMS AND CONDITIONS FOR THE SALE**

- A.** i. The stocks can be inspected by prospective tenderer(s) at the godowns situated at village – Sasamusa, District – Gopalganj (Bihar) where from the delivery of the consignment will be given.
- ii. The firm/buyer(s) should have Trader License issued by competent authority or certification of incorporation and must have GST registration certificate.
- iii. Central Bank of India does not take any responsibility for obtaining any permit required to be issued by the State Govt. or any statutory body in favour of the buyers nor do accept, any liability for dispatching the stocks by Rail or other modes of transport.
- iv. It will be the responsibility of the buyer to obtain necessary export/transport permit from the concerned authorities in case the stocks are to be moved to places outside the District/State/Country where they are held, and such shall have to be produced at the time of taking delivery.
- B.** Central Bank of India does not guarantee to make any definite quantity or quality of sugar or other goods available for sale.
- C.** The buyer must quote for the quantity given in tender at a price not less than the Minimum Selling Price notified by Central / State Govt. for that item.
- D.** Central Bank of India reserves the right to accept or reject without assigning any reason, the highest or any tender. All tenders should be irrevocable and shall remain open for acceptance for a period of 45 days from the date of opening of tenders. If the said date is declared to be closed for Central Bank of India offices, the tenders should be deemed to remain open for acceptance on the following working day.
- E.** The tenderers shall pay to Central Bank of India by way of Earnest Money the amounts as detailed below:

S. No.	Goods	Quantity	EMD
1	White Sugar	15,765 Quintals	₹ 10,00,000.00
2	Brown Sugar	8,930 Quintals	₹ 5,00,000.00
3	Molasses	23,380 Quintals	₹ 2,00,000.00

The Earnest Money shall be paid in the form of **BANK DRAFTs favouring Central Bank of India** payable at **Siwan** of any Scheduled Bank. Tenders not accompanied by the required amounts of earnest money will be rejected as invalid.

- i. The Earnest Money paid will be liable for forfeiture, if the tenderer after submitting his tender, does not keep his offer open or modifies the terms and conditions thereof in a manner not acceptable to Central Bank of India, it being understood that tender documents have been issued and the buyer is being permitted to tender in consideration of the agreement to this stipulation. The earnest money shall also be liable to be forfeited in the event of tenderers failure after acceptance of the tender of any conditions mentioned in tender. The earnest money of all unsuccessful tenderers will be refunded on written request with pre-stamped receipt. Central Bank of India shall

not be liable to pay any interest on the EMD amount.

- ii. The Earnest Money of successful tenderers will be retained as Security Deposit for the performance of the contract and it would be adjusted against all losses incurred by the Bank, in case the tenderers either resile/ resiles from his/her/their offer or violates the terms of the contract. The Security Deposit will be refunded on due completion of the contract but the Bank shall not be liable to pay any interest thereon.
 - iii. If the tenderer fails or neglects to observe or perform any obligation under the contract, it shall be lawful for the Bank to adjust either in whole or any part thereof in its absolute discretion the Security furnished by the Tenderers towards the satisfaction of any sum due to the claim on the tenderer for any damage, losses charges expenses or costs that may be suffered or incurred by the Bank. The decision of the Bank, in this respect shall be final and binding on the tenderer(s).
 - iv. In the event of Earnest Money Deposit/Security Deposit being insufficient or if such security deposit has been wholly adjusted, the balance or the total sum recoverable, as the case may be, shall be deducted from the sum then due or which at any time thereafter may become due to the tenderer under this or any other contract with the Bank. Should that sum also be not sufficient to cover the full amount recoverable, the tenderer shall pay to the Bank on demand the balance due.
 - v. Save as aforesaid, if the tenderer duly performs and completes the contract in all respect and presents an absolute **“NO DEMAND CERTIFICATE”** in prescribed form, the Bank shall refund the security deposit to the tenderer after deducting all costs and other expenses the Bank may have incurred and all dues and other moneys including all losses and damages which the Bank is entitled to recover from the tenderer.
 - vi. Price of sugar or other goods will be payable on the net weight and will include the cost of the bags in which goods is kept. All taxes and other charges of any nature whatsoever leviable by any authority shall be payable by the buyer in addition to the price offered.
- F.** The total price calculated on the declared quantity of each items on the basis of accepted rates shall be paid together with Goods and Service Tax (GST) within the stipulated date i.e. within **07 days** of communication of acceptance of tender (either by letter/mail/ followed by a Regd. letter) by Chief Manager, Central Bank of India, Siwan Branch, Siwan. The amount will be paid by the buyer in the form of Demand Draft/Cheque/NEFT/RTGS in favour of Central Bank of India within the stipulated date after realisation of which delivery order will be issued to the buyer.
- i. In the event of failure to complete the payment transactions within the specified time, the Bank shall have the option to adjust all losses incurred by the Bank from the Earnest Money converted into Security Deposit in full and recall the stocks and would also recover from firm the loss suffered by the Bank as a result of the resale of the stocks at the risk and cost of the original buyer.
 - ii. It is further clarified that if the tenderer modifies or withdraws his tender before acceptance his Earnest Money deposit is liable to be forfeited. It is also clarified that merely quoting the highest rate does not qualify a Tenderer unless the offer is accepted by the Bank after opening of the Tenders on the specified date.
 - iii. At the time of giving delivery if there is shortfall in the declared quantity of the specific goods, then a proportionate refund to the buyer will be allowed on presentation of a duly supported bill in the prescribed form within 7 (seven) days

- from the date of intimation to that effect.
- (F) The sugar or other goods are sold on the condition of **“AS IS WHERE IS BASIS”**. They shall be removed by the buyer within the period specified in the release order, with the defects, if any, and notwithstanding any error or misstatement of description, measurement, quantity, weight, numeration or other wise and without any objection on the part of the buyer and no claim shall lie against the Bank for compensation nor shall any allowance be made on account of such misstatement error. The buyer shall satisfy himself thoroughly as to what is offered for sale before submitting his tender and may inspect sugar and other goods prior to tendering and shall be deemed (whether or not such inspection shall have in fact taken place) to have had notice of all defects and faults and any error, any misstatement as aforesaid which he might have discovered on inspection and shall not be entitled to any compensation on account thereof. The buyer in this contract is not entitled to claim or recover from the Bank any compensation by way of damage or otherwise, if the sugar and other goods sold are not available by reasons of not being at the specified place. The Bank reserves the right to withdraw from the sale any quantity included in the tender prior to the acceptance of any offer for such quantity without assigning any reason.
- (G) The buyer will make his own arrangement for transportation and will not be entitled to claim any facility or assistance for transport from the Bank. The bags shall be placed at bidder's cost by labour on buyer's trucks at the godown gate. Also, the buyer will be responsible for subsequent holding including stacking of bags in the trucks.
- (H) Should the original buyer wish to take delivery of the sugar and other goods purchased through a representative, he must authorize the latter by letter of authority which shall be presented to the Officer in whose charge the stock is held. Such Officer may in his entire discretion decline to act on any such authority and it shall be in all cases the responsibility of the buyer to satisfy such Officer that the authority is genuine. Delivery by proxy shall be at purchaser's sole responsibility and risk and no claim shall lie against the Bank on any account whatsoever if delivery is effected to a wrong person.
- (I) The stocks shall be weighed under the Bank arrangements and delivery will be by gross weight. The weighment sheets shall be prepared in triplicate and be signed by the buyer or his representative and an Officer of the Bank. The weighment will be on the basis of 10 % of the standardized bags and 100% weightment of non-standardized bags. The cost of weighment is borne by the buyer in addition to the price paid for the sugar and other goods.
- (J) The stock sold to buyer shall from the date of delivery of goods be at his own risk and the Bank shall not be responsible for the safe custody or preservation thereof.
- (K) The goods sold will be removed by the buyer from the side of accumulation within the period specified in the Release Order. If the stocks sold are not removed within the time specified or if delivery is not taken at the time and date given in the release order, the Bank will forfeit entire Security Deposit and may resell the stocks at its own discretion.
- (L) The buyer shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of Central Bank of India.
- (M) The person signing the tender form or any other document forming part of the tender on behalf of another, shall produce a proper Power of Attorney duly executed in his

favour stating that he has authority to bind such other person in all matters pertaining to the contract.

- (N) The tenderer should fill completely the form enclosed as Appendix-B.
- (O) **Delivery period:** The full payment is to be made within 7 days of the date of acceptance letter. Thereafter, delivery is to be taken within 15 (fifteen) days of payment to Bank. The date and time of delivery will have to be intimated in advance by successful bidder to the Bank.
- (P) **INDEMNITY:** The Buyer shall defend, indemnify and hold Seller / the Bank harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, or resulting from any violation of any laws by the Buyer or its punishment or any deeds in any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.
- (Q) **Independent External Monitor:** The Bank has appointed Two Independent External Monitors (hereinafter referred to as IEM) for this pact, whose names and e-mail IDs are as follows:
1. Dr. Kishore Kumar Sansi [mail: kishoresansi1@gmail.com]
 2. Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]

IEM's task shall be to review –independently and objectively, whether and to what extent the parties comply with the obligations under this pact. IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently. Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meeting.

| We have carefully and diligently gone through the terms and conditions of this tender. We hereby agree and give our unconditional consent to the terms and conditions as detailed in section A to Q of the above Tender document.

Signature of Applicant: _____

Name: _____

Seal:

Place:

Date:

ANNEXURE - B

From:-

Phone No.

To

The Chief Manager
Central Bank of India
Siwan Branch
Siwan.

Dear Sir,

- 1) I/We hereby offer to purchase from Central Bank of India the Sugar / Molasses / Brown Sugar (strike off whichever is not applicable) as per details in Appendix-‘C’ or such portion thereof you may specify in the acceptance of tender at the price quoted in Appendix-‘C’ and agree to hold this offer open in the inclusive. I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
- 2) I/We have thoroughly examined and understood the terms and conditions of the tender at Appendix- A issued by the Central Bank of India in connection with the Notice. I/We shall be bound by the terms of both these documents.

- 3) I/We enclose herewith following Demand Draft/s

a) No.....date.....Bank.....of..... (Rupees...) only

b) No.....date.....Bank.....of..... (Rupees...) only

c) No.....date.....Bank.....of..... (Rupees...) only

in favour of Central Bank of India, payable at Siwan as Earnest Money to be converted as Security Deposit on acceptance of my/our tender. I/We agree to deposit the balance cost of the tender.

- 4) My/Our particulars are as follows:-

i) Name (with name of father in case of an individual).....

ii) Business Name.....

iii) Constitution of the Firm

❖ If registered, the Registering Authority.....

❖ Place and date of Registration.....

❖ Name & address of partners.....

❖ and the extent of their shares.

❖ Postal Address

❖ Business Telephone.....

❖ PAN –❖ GST No. -

- iv) In case of Co-operative Society.....
- (a) No. & date of Registration Certificate.....
- (b) Attach a copy of Resolution of the
Society authorizing this transaction.
- 5) I/We hereby offer to purchase from the Central Bank of India and to take delivery of sugar and other goods as per terms and conditions laid down in the instruction to the tenderers and issued in Appendix-A, the quantities of sugar and other goods at the price shown against quantity as given and subject to the condition governing such purchase as stipulated in the documents mentioned above which I /We have read and understood and agree to abide by them.
- 6) The GST and other taxes leviable on this sale shall be paid by me/us in addition to the price offered as applicable under various Taxes Act.
- 7) I/We agree to hold the offer open up to 45 days from date of opening of tender and if the day be declared as holiday for the Bank till the following working day, and shall be bound by the communication of acceptance dispatched within this time.
- 8) I/We hereby declare that the entries made in this tender form are true and correct to the best of my/our knowledge and belief.
- 9) Acceptance of this tender by Central Bank of India or by an Officer authorized by it, and dispatched within the prescribed time shall constitute a valid and legal contract between me/us and the Bank. No execution of a separate deed would be necessary.
- 10) I/We are prepared to offer facilities for the inspection of our offices/premises to the Chief Manager or an Officer authorised by him/ officer of. Govt. of India/Officer of the State Govt.
- 11) List of documents enclosed.....
- 12) I/We hereby declare that we will abide by the terms and conditions governing the sale of sugar, and other goods as laid down by Central Bank of India.
- 13) I/We confirm that person(s) who has/ have signed below has /have the authority to sign the tender and give the above offer on behalf of M/s

Yours faithfully,

Signature of Tenderer
Indicating capacity in which the Signatory is/ are signing

Place:**Date:**

ANNEXURE – C**PRICE BID
(PART 1)****GOODS: WHITE / REFINED SUGAR**

S. No.	GOOD	QUANTIT Y	UNIT	RATE	AMOUNT, in ₹
A	WHITE / REFINED SUGAR	15,765	Quintals		
Amount in words: ₹					

Note :-

- 1) The price bid should be as per the format supplied. Offers in any other format will not be evaluated / accepted.
- 2) The bidder must take care in filling price information in the price bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 3) In case of any discrepancy between unit price/rate and total price of an item, the unit price/rate will prevail.
- 4) Rate/Amount should be inclusive of all and excluding GST.
- 5) GST has to be paid extra as applicable.
- 6) Cuts or over-writing will invalidate the price bid.

Place:**Date:****SIGNATURE OF BIDDER WITH SEAL**

**PRICE BID
(PART 2)**

GOODS: BROWN SUGAR

S. No.	GOOD	QUANTITY	UNIT	RATE	AMOUNT, in ₹
A	BROWN SUGAR	8,930	Quintals		
Amount in words: ₹					

Note :-

- 1) The price bid should be as per the format supplied. Offers in any other format will not be evaluated / accepted.
- 2) The bidder must take care in filling price information in the price bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 3) In case of any discrepancy between unit price/rate and total price of an item, the unit price/rate will prevail.
- 4) Rate/Amount should be inclusive of all and excluding GST.
- 5) GST has to be paid extra as applicable.
- 6) Cuts or over-writing will invalidate the price bid.

Place:

Date:

SIGNATURE OF BIDDER WITH SEAL

**PRICE BID
(PART 3)**

GOODS: MOLASSES

S. No.	GOOD	QUANTITY	UNIT	RATE	AMOUNT, in ₹
A	MOLASSES	23,380	Quintals		
Amount in words: ₹					

Note :-

- 1) The price bid should be as per the format supplied. Offers in any other format will not be evaluated / accepted.
- 2) The bidder must take care in filling price information in the price bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 3) In case of any discrepancy between unit price/rate and total price of an item, the unit price/rate will prevail.
- 4) Rate/Amount should be inclusive of all and excluding GST.
- 5) GST has to be paid extra as applicable.
- 6) Cuts or over-writing will invalidate the price bid.

Place:

Date:

SIGNATURE OF BIDDER WITH SEAL

ANNEXURE – D

INTEGRITY PACT

Central Bank of India (CBI) hereinafter referred to as “The Principal”.

AND

_____ hereinafter referred to as
“The Bidder/Contractor”

PREAMBLE

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

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

Action 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons 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 or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such

reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders / Contractors / Sub –contractors.

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have

access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. Hereports to the Managing Director & CEO, Central Bank of India.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Managing Director & CEO, Central Bank of India within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Managing Director & CEO, Central Bank of India, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director & CEO, Central Bank of India has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word “Monitor” word include both singular and plural.

Section 9 : Pact Duration

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

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

Section 10 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Mumbai.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place_____ Date_____

Witness 1 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2 :
(Name & Address)

