



Request For Proposal

For

EMPANLEMENT OF CONSULTANT AS SECTOR EXPERT FOR VETTING AND DUE-DILIGENCE OF RE / ENGINEERING PROJECTS

Issued by:

Central Bank of India

Zonal Office, BHOPAL, MP

Phone: ,9348437748

Email creditbhopzo@centralbank.bank.in

Website:www.centralbankofindia.bank.in

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Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to the Applicants / Bidders, whether verbally or in documentary or any other form, by or on behalf of Central Bank of India (hereinafter referred to as "the Bank"), is provided in good faith and is intended solely to assist interested parties in formulating their applications for empanelment of Consultants as Sector Experts for appraisal and due-diligence of Renewable Energy / Engineering Projects, subject to the terms and conditions set out in this RFP and such other terms and conditions as may be specified by the Bank from time to time.

This RFP is neither an agreement nor an offer nor an invitation by the Bank to any person or entity to participate in the empanelment process. The purpose of this RFP is to provide interested parties with information that may be useful in the preparation of their applications pursuant to this RFP.

The information contained in this RFP is selective and is subject to change. While the Bank has taken reasonable care in preparing this RFP, it does not make any representation or warranty, express or implied, as to the accuracy, adequacy, completeness, or reliability of the information contained herein. The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend, supplement, modify, or withdraw this RFP or any part thereof at any stage of the empanelment process without assigning any reason whatsoever.

The issuance of this RFP does not imply that the Bank is bound to empanel any Applicant or to assign any work to the empanelled Consultant. The Bank reserves the right to accept or reject any or all applications, annul the empanelment process, or discontinue the process at any stage, without assigning any reason and without incurring any liability to the Applicants. The Bank may, wherever considered necessary, seek independent advice or obtain additional information.

This RFP does not purport to contain all the information required by each Applicant. Applicants are advised to conduct their own independent investigations, analysis, and due diligence and to verify the accuracy, adequacy, correctness, and completeness of the information provided in this RFP. The Bank shall not be liable for any omission, error, or inadequacy in the information contained herein or for any decision taken by the Applicant based on this RFP.

All costs associated with or relating to the preparation and submission of the application, including but not limited to costs incurred in preparation, documentation, copying, postage, delivery, presentations, or any other related expenses, shall be borne solely by the Applicant. The Bank shall not be responsible or liable in any manner whatsoever for such costs, regardless of the conduct or outcome of the empanelment process.

The decision of the Bank in respect of this RFP and the empanelment process shall be final, conclusive, and binding on all Applicants / Bidders and all parties directly or indirectly connected with the empanelment process.

IMPORTANT NOTICE

1. Incomplete, ambiguous, conditional, or late applications / bids are liable to be rejected summarily without any further correspondence or clarification.
2. The Applicant shall duly sign and stamp (wherever applicable) the original RFP / Tender document as a token of unconditional acceptance of all terms, conditions, instructions,

and specifications contained therein and submit the same along with the application / bid. Failure to do so may result in rejection of the application.

3. Submission and opening of applications / bids shall be carried out in offline mode only, at the place, date, and time specified in the RFP. Applications submitted through any other mode shall not be considered

CANVASSING

Any attempt by an Applicant / Bidder to influence the empanelment process, directly or indirectly, including through canvassing, lobbying, use of unfair means, or any form of communication with officials of the Bank other than through the officially designated channel as specified in the RFP, shall result in summary rejection of the application and may also render the Applicant ineligible for future empanelment / tenders of the Bank, as deemed fit by the Bank.

CONFLICT OF INTEREST

The Applicant shall ensure that no conflict of interest exists at the time of submission of the application and throughout the empanelment period.

For the purposes of this RFP, a conflict of interest shall be deemed to arise where the Applicant, its partners, directors, employees, associates, or close relatives:

- a) Have any financial, commercial, or personal relationship with any borrower / sponsor / promoter of the project under appraisal; or
- b) Have been engaged in the preparation of the Detailed Project Report (DPR), feasibility study, or any advisory role for the same project proposed to be appraised; or
- c) Have any relationship that may impair or appear to impair the Applicant's independence, objectivity, or ability to act in the best interest of the Bank.

The Applicant shall furnish a self-declaration confirming the absence of any conflict of interest. In the event of detection of a conflict of interest at any stage, the Bank reserves the right to reject the application, cancel empanelment, or terminate the engagement, without prejudice to any other rights available to the Bank under law.

INTEGRITY PACT

This RFP and the ensuing empanelment / engagement shall be governed by the principles of transparency, equity, and fairness, in line with the guidelines issued by the Central Vigilance Commission (CVC).

Wherever applicable and as may be decided by the Bank, the successful Applicant / empanelled Consultant shall be required to execute an Integrity Pact in the prescribed format. Failure to execute the Integrity Pact, or breach of any of its terms, shall be sufficient ground for cancellation of empanelment / termination of engagement and may also result in blacklisting / debarment of the Applicant, in accordance with the Bank's extant policies and applicable CVC guidelines.

Offer Information (table-1)

Offer Reference No.	RFP No.
Work Item Title/Description	ENGAGEMENT OF CONSULTANT AS SECTOR EXPERT FOR VETTING AND DUE-DILIGENCE OF Renewable Energy / ENGINEERING PROJECTS
Mode of Offer	Open
Offer Release Date	01/02/2026
Last date of Submission	16/02/2026 at 15:00 Hours (IST)
Date of Opening of application	17/02/2026 at 16 :00 Hours (IST)
Location of Bid submission/Opening	Central Bank Of India, Zonal Office, First Floor, 9 Arera Hill, Bhopal.
Category	Services
Duration of Assignment	Engagement shall be initially valid for two years and can be extended further on mutually agreed terms.
Address of Correspondence for Application Submission	Central Bank Of India, Zonal Office, First Floor, 9 Arera Hills, Bhopal.
Contact Person	Name: Mr Pankaj Kumar Email:creditbhopzo@centralbank.bank.in Mobile: 9348437748, Mr Satyarth Goswami - 9713973777

NOTE

The Bank reserves the right to modify, postpone, or reschedule any date(s) mentioned in this RFP without assigning any reason whatsoever. Any such change shall be duly notified on the Bank's official website (www.centralbankofindia.bank.in).

The empanelment and any assignment awarded pursuant to this RFP shall be non-transferable and shall not be assigned, sub-contracted, or delegated, in whole or in part, without the prior written consent of the Bank.

In the event that any of the dates specified in the RFP is declared a holiday, the proposals shall be received and/or opened on the next working day at the same time and venue, unless communicated otherwise by the Bank.

NOTE CAREFULLY

Applicants / Bidders are advised to carefully read, understand, and examine all terms and conditions, specifications, formats, instructions, and requirements contained in this RFP before submitting their

application / bid.

Failure to furnish all information required for submission of the bid, or submission of a bid that is incomplete, ambiguous, conditional, or not substantially responsive to the requirements of the RFP, may result in summary rejection of the bid without any further correspondence.

The Bidder/applicant shall be required to furnish explicit confirmation of unconditional acceptance of all the terms and conditions of this RFP. Failure to provide such confirmation may render the bid liable for rejection.

Introduction

Central Bank of India (hereinafter referred to as “the Bank”), established in the year 1911 and nationalized in 1969, is a leading Public Sector Bank listed on the Stock Exchanges, namely BSE and NSE. The Bank operates through a well-defined organizational structure comprising Central Office (CO), Zonal Offices (ZO), Regional Offices (RO), and Branches.

In order to strengthen the technical appraisal and risk assessment mechanism, the Bank proposes to empanel qualified and experienced Consultants / Firms as Sector Experts for carrying out appraisal and due-diligence of Renewable Energy and other Engineering-based projects.

Accordingly, the Bank invites applications for empanelment of Consultants / Firms for a period of two (02) years.

The empanelment is proposed for Bhopal Zone, which comprises 463 branches spread across the State of Madhya Pradesh. The empanelled Consultant(s) shall be engaged on an assignment basis, as and when required, for appraisal and technical due-diligence of Renewable Energy / Engineering projects referred by branches, Regional Offices, or Zonal Office, Bhopal.

Empanelment under this RFP does not guarantee assignment of work, and assignments, if any, shall be awarded purely at the discretion of the Bank based on requirement.

Definitions

- (a) **"Employer/Company"** means Central Bank of India (will also be known as Bank, in this document) who invited bids for the assignment and to whom the selected Consultant shall provide services to as per the terms and conditions and Terms of Reference (TOR) of the contract.
- (b) **"Consultant/ Consultancy Firm"** means any Individual or Consulting Firms or entity that may provide or provides the Service to the Employer under the contract, after the selection of successful bidder
- (c) **"Contract or Agreement"** means the Contract signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP for this assignment.
- (d) **"Project Specific Information"** means such part of the Instruction to consultants used to reflect specific project and assignment conditions.
- (e) **"Day"** means calendar day.

- (f) **"Terms and Conditions and Instructions to Consultant(s)"** means the document which provides Consultant with all information needed to prepare their proposals.
- (g) **"Personnel"** means professionals and support staff provided by the Consultant and assigned to perform the services or any part thereof;
- (h) **"Proposal/Bid/application"** means the technical proposal and the financial proposal submitted through tendering process.
- (i) **"Responsive Proposal"** means a proposal that conforms to all the eligibility and terms and conditions of the RFP without any material deviation.
- (j) **"RFP/ Tender / Bid/ offer"** means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (k) **"Assignment/Job/Services"** means the work to be performed by the consultant pursuant to the contract.
- (l) **"Terms of Reference (TOR)"** means the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/Job.
- (m) **"Review Report"** means the report submitted by Selected Consultant as per job assigned as referred in TOR.

Brief about Scope of work / Terms of Reference (TOR)

The empanelment under this RFP is intended to engage competent and experienced technical consultants / sector experts for carrying out technical appraisal/ vetting and due-diligence of Renewable Energy and other Engineering-based projects referred by the Bank from time to time.

The scope of work shall be indicative and not exhaustive, and shall broadly include, but not be limited to, the following activities:

1. Review and verification of the Detailed Project Report (DPR), including assessment of technical assumptions, design basis, specifications, proposed capacity, layouts, and compliance with applicable statutory requirements, standards, codes, and guidelines.
2. Technical appraisal of the project, covering evaluation of technology selection, system configuration, engineering design adequacy, proposed equipment, and overall technical feasibility and viability of the project.
3. Site visit(s), wherever required, to physically inspect the project location and to validate the claims made in the DPR with respect to site conditions, availability of infrastructure, land suitability, layout feasibility, access, and other site-specific constraints.
4. Verification and analysis of technical data, estimates, and projections, including but not limited to performance parameters, energy generation / output estimates, losses, efficiency assumptions, operational norms, and key technical inputs.
5. Identification of technical gaps, risks, deviations, and deficiencies, if any, along with assessment of their potential impact on project implementation, operation, and performance, and suggesting appropriate mitigation measures.
6. Conducting comprehensive technical due-diligence of the project and providing an independent, objective, and reasoned assessment of the technical aspects of the proposal.
7. Preparation and submission of a detailed Technical Appraisal / Due-Diligence Report, clearly bringing out observations, findings, risks, conclusions, and specific recommendations for consideration of the Bank.

The Consultant is expected to possess relevant domain expertise, adequate experience in similar projects, and the capability to provide impartial and professional assessments to facilitate informed decision-making by the Bank.

It is clarified that no minimum or definite volume of work is assured during the currency of the empanelment, and assignments, if any, shall be awarded strictly at the discretion of the Bank, based on its requirements.

Clarification and Amendment of RFP Document

6.1 Clarifications; Applicants / Bidders may seek clarification on any clause of this RFP within the timeframe specified in the Tender Summary (Table–1). Requests for clarification, if any, shall be submitted only in writing through email to the contact details mentioned in Table–1, on or before the date prescribed therein.

The Bank may, at its discretion, respond to the queries received. Clarifications, if issued, shall be communicated through suitable means and shall form an integral part of the RFP. No individual correspondence shall be entertained beyond the prescribed timeline.

6.2 Amendments; The Bank reserves the right to amend, modify, or supplement this RFP document, in whole or in part, at any time prior to the last date for submission of proposals, by issuing an addendum / corrigendum through its official website or by any other mode deemed appropriate by the Bank.

Any such addendum / corrigendum shall be binding on all Applicants / Bidders, and it shall be the responsibility of the Applicants / Bidders to regularly check the Bank's website for updates. The Applicants / Bidders shall be deemed to have taken cognizance of such amendments.

The Bank may, at its discretion, extend the deadline for submission of proposals to provide Applicants / Bidders reasonable time to take into account such amendments.

6.3 Contact Details; All communications in relation to this RFP, including clarification requests, shall be addressed as per the contact details specified in Tender Summary (Table–1).

Confidentiality:

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

Procedure for Submission of RFP

- a. The consultant has to submit bid/application in offline mode
- b. The consultant should submit hard copies of the proposal in sealed cover. Each copy of proposal should be a complete document and should be bound as a volume separately.
- c. The document should be page numbered and appropriately flagged and should contain the list of contents with page numbers. Subject to discretion of Bank to ask for clarification/ additional submissions as appropriate, the deficiency in documentation may result in the rejection of the Bid/offer/application.
- d. The sealed cover should be super scribed with the wordings “EMPANELMENT AS CONSULTANT”
- e. The proposal should be submitted to Zonal office ,Central Bank Of India,Arera Hill, Bhopal.on or before 16/02/2026 by 3.00 p.m.
- f. The proposal prepared by the Consultant shall comprise the following components:
 1. Covering Letter
 2. Document related to fulfilling Minimum Eligibility criteria
 3. Desired information as required in RFP

Methodology for Empanelment.

The evaluation of bids/Applications will be undertaken by the Bank and the decision of the evaluation shall be final. The bidder/ Applicants will demonstrate/ substantiate all claims made in the bid/ application to the satisfaction of Bank. The bidders/applicants need to explain their understanding of the Assignment clearly in their proposal.

- After submission of application, Bank may ask applicant, for his/her/their presence either digitally or physically to make presentation on the projects executed by him during his professional journey.
- The Empanelment would done after scrutiny of the bid document of the bidder / applicant; if documents are meeting the eligibility criteria.
- Consultants are advised to note that **No financial proposal/ bid is required under this RFP**. Only technical proposal/ RFP is to be submitted offline along with all necessary and supporting documents.
- Bids/Application sent by fax or e-mail will not be considered for evaluation.

Proposal

Bidders/applicants may submit proposal for the assignment as mentioned in Terms of Reference of the RFP. In preparing their Proposal, bidders/ Applicants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing

the information requested may result in rejection of proposal.

The applications are invited for empanelment of consultant as below:

Type A. Individual consultant for carrying out, study, appraisal and other due diligence of the Renewable Energy & other engineering projects.

Type B. Individual / Firm for carrying out study, appraisal and other due diligence for the Sustainability & Energy Management related projects.

Eligibility Criteria

Proposals of only those bidders/Applicants who satisfy the eligibility criteria will be considered for evaluation process. In case the bidder applies without satisfying any of the Eligibility Criteria, the application will be rejected without assigning any reason whatsoever. The bidder/Applicant is expected to provide proof for each of the points for eligibility. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. Bank may accept or reject an offer without assigning any reason whatsoever. The decision of Bank would be final and binding on all the Bidders/applicants to this document.

The bidders/ Applicants must fulfil the following eligibility criteria:

S. No	Eligibility/Essential Criteria	Documents to be enclosed	Preferably
1	Type A: Applicant/bidder must be Engineering (Electrical / Mechanical/ Electronics) Graduate Type B: (i) In case of Individual, applicant should be Engineering (Electrical / Mechanical/ Electronics) Graduate (ii) In case firm is applicant; the bidder/applicant should be LLP / Partnership / Pvt. Ltd. or a firm as per Indian laws. The firm should have at-least one full time Engineering (Electrical / Mechanical/ Electronics/ Computer science) Graduate.	Type A: Should produce proof of desired education. Type B: (i) Should produce proof of desired education (ii) Copy of	Type A: PG in Renewable Energy / Energy Management / Engineering. Bureau of Energy Efficiency (GoI) approved Energy Auditor. Type B: (i) PG in Environmental Energy / Energy Management. Bureau of Energy Efficiency (GoI) approved Energy Auditor. (ii) LLP / Partnership / Pvt. Ltd. or a firm as per Indian laws. The firm should

			have at-least one member having PG in Environmental Energy / Energy Management. Bureau of Energy Efficiency (GoI) approved Energy Auditor. (iii) Certificate course from reputed institution on Sustainability (minimum 8 weeks course) – any manpower
2	Type A: Applicant/bidder must have work experience of minimum 10 Years in Renewable Energy / Engineering Projects. Type B: (i) In case of Individual applicant, bidder must have work experience of minimum 10 Years in Energy Management / Sustainability or Environmental engineering field (ii) In case firm is applicant; the bidder /Applicant firm should have at-least one full time Engineering should have at least three years of experience in energy Management / Sustainability or Environmental engineering and one Engineering should have minimum five years of experience in any engineering field.	Type A: Should produce proof of desired experience. (preference will be given to work experience in Government) Type B: (i) Should produce proof of desired experience. (ii) Copy of certificate of experience and undertaking of engaged manpower for working with the firm.	Type A: Experience in Government sector would be given preference. Type B: (i) Experience in Government sector would be given preference. (ii) One Engaged manpower should have at least three years' experience in the sector. (sustainability being new domain)
3	The bidder/Applicant should not have been blacklisted by any Public Sector Bank, RBI, FIs, any PSU / PSE, IBA or Central or State Government and its agencies, at the time of submission of bid. The Bidder must certify to that effect.	Self-Declaration on Bidder's letter head signed by the authorized signatory	

(1) please encloses self-certified copy of mark sheet / Degree / proof of education.

(2) please encloses self-certified copy for proof of experience / certificates.

(3) please encloses self-certified copy of post-graduation

(4) please encloses self-certified copy of relevant certificates, in case of manpower,

(5) please encloses self-certified copy of all other relevant certificates / Documents.

Statutory & Other Conditions

a. Tax Deducted at Source (TDS) shall be deducted by the Bank from all payments, as per the applicable provisions of the Income Tax Act and Rules framed thereunder.

b. GST, if applicable, shall be paid extra as per prevailing statutory provisions, subject to submission of a valid GST-compliant invoice.

c. All payments under this RFP shall be made only to the empanelled Consultant, in Indian Rupees, and shall be subject to statutory deductions.

d. All expenses, stamp duty, registration charges, and any other costs incurred in connection with execution of the agreement or performance of the assignment shall be borne entirely by the Consultant.

e. The Bank reserves the right to withhold any payment, in whole or in part, which is disputed in good faith, and to set off any penalty or other amount recoverable from the Consultant against the fees payable under the agreement.

f. The Consultant shall perform its obligations strictly in accordance with the terms and conditions of this RFP and the agreement executed with the Bank.

g. If, at any time during performance of the contract, the Consultant encounters circumstances likely to delay completion of services, the Consultant shall promptly notify the Bank in writing, indicating the reasons and expected duration of delay. The Bank may, at its sole discretion, grant an extension of time for performance, which shall be duly recorded and shall not constitute a waiver of any contractual rights of the Bank.

Other Terms & Conditions

a. The empanelment shall be initially valid for two year and may be extended further at the sole discretion of the Bank, on mutually agreed terms and conditions. Such extension shall not be claimed as a matter of right by the empanelled Consultant.

b. All proposal documents shall be submitted either in English or Hindi (preferably in English). Any supporting document furnished in a language other than English or Hindi shall be accompanied by a true translation in English or Hindi, duly certified by the Applicant.

c. Each format, annexure, and document submitted as part of the application shall be duly signed by the authorized signatory of the Applicant. Unsigned or improperly signed documents may render the application liable to rejection.

d. The Applicant shall furnish all necessary documentary evidence in support of meeting the eligibility criteria as stipulated in this RFP, to the satisfaction of the Bank. Mere submission of information without documentary proof shall not be considered.

- e. Applicants may seek clarifications on the RFP only in writing through e-mail, as specified in this RFP. However, the Bank shall not be under any obligation to entertain or respond to any suggestions or requests for modification of the RFP.
- f. The Bank reserves the right to seek clarification and/or additional information from any Applicant with respect to the application submitted. Such clarification shall not be construed as giving an unfair advantage to any Applicant.
- g. The Bank shall not be responsible, in any manner whatsoever, for any delay, difficulty, or inaccessibility in downloading the RFP or related documents from the website for any reason.
- h. The Applicant shall bear all costs and expenses associated with the preparation and submission of the application, including costs incurred for presentations or clarifications, if required. The Bank shall not be liable for such costs, regardless of the outcome of the empanelment process.
- i. Applicable Law: The empanelment and any agreement executed pursuant thereto shall be governed by and interpreted in accordance with the laws of India.
- j. In case of a Firm / Company / LLP as Applicant, valid documentary proof of Goods and Services Tax (GST) registration (copy of GSTIN certificate) shall be submitted.
- k. In case of an Individual Consultant, valid documentary proof of Income Tax registration (copy of PAN card) shall be submitted.
- l. The Applicant shall be a legally recognized entity, competent to enter into a contractual relationship with the Bank.
- m. The empanelled Consultant shall maintain strict confidentiality of all information, data, documents, and records compiled or accessed in connection with the empanelment or any assignment. Under no circumstances shall the Consultant use or disclose such information to any third party without the prior written consent of the Bank, except where disclosure is required under law.
- n. Engagement of consultant as sector expert will be done by selection committee.
- o. Applicant will be called upon for interview & document checking on pre notified date.

OWNERSHIP OF REPORTS & INTELLECTUAL PROPERTY

All reports, documents, drawings, data, observations, findings, analyses, recommendations, notes, working papers, and any other material prepared or generated by the Consultant in connection with any assignment undertaken pursuant to this empanelment (hereinafter collectively referred to as “Reports”) shall be the exclusive property of Central Bank of India.

The Consultant shall not claim any ownership, copyright, or intellectual property rights over such Reports. The Consultant shall not, without prior written consent of the Bank, use, reproduce, publish, disclose, share, or disseminate the Reports or any part thereof to any third party, except as may be required for the purpose of performing the assignment for the Bank.

The Bank shall have the unrestricted right to use, reproduce, modify, adapt, store, or share the Reports, in whole or in part, for any official purpose, including internal appraisal, audit,

vigilance, regulatory, legal, or monitoring requirements, without any further reference to or consent from the Consultant.

The obligations under this clause shall survive the expiry or termination of the empanelment or assignment, for any reason whatsoever.

ARBITRATION

a. Any dispute, difference, or claim arising out of or in connection with this RFP, the empanelment, any agreement executed pursuant thereto, or any assignment awarded thereunder, including its interpretation, performance, breach, or termination, shall, as far as possible, be resolved amicably through mutual discussions between the parties.

b. In the event that the dispute is not resolved amicably within thirty (30) days from the date of written notice of dispute by either party, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

c. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by the Bank and the empanelled Consultant.

In case the parties fail to mutually agree upon the appointment of the sole arbitrator within thirty (30) days from the date of invocation of arbitration, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

d. The arbitrator so appointed shall be independent and impartial and shall not fall within any of the categories specified under the Seventh Schedule of the Arbitration and Conciliation Act, 1996. The arbitrator shall make the necessary disclosures as required under Section 12 of the Act.

e. The seat and venue of arbitration shall be Bhopal, Madhya Pradesh.

f. The language of the arbitration proceedings shall be English.

g. The arbitral award shall be final and binding on both parties, subject to applicable provisions of law.

h. During the pendency of the arbitration proceedings, the empanelled Consultant shall continue to perform its obligations under the empanelment / assignment, unless otherwise directed by the Bank in writing.

i. Subject to the above arbitration clause, the courts at Bhopal, Madhya Pradesh, shall have exclusive jurisdiction over all matters arising out of or in connection with this RFP, empanelment, or agreement.

FORCE MAJEURE

a. Neither party shall be liable for failure or delay in performance of its obligations under this RFP, empanelment, or any agreement executed pursuant thereto, if such failure or delay is caused by

events or circumstances beyond its reasonable control and without its fault or negligence (“Force Majeure Event”).

b. Force Majeure Events shall include, but not be limited to, acts of God, natural calamities, flood, drought, earthquake, cyclone, fire, epidemic, pandemic, war, hostilities, terrorist acts, riots, civil commotion, strikes or lockouts (excluding those limited to the Consultant’s personnel), embargoes, acts of Government, changes in law, court orders, or any other event beyond the reasonable control of the affected party.

c. The party affected by a Force Majeure Event shall promptly notify the other party in writing, as soon as practicable, of the occurrence of such event, its expected duration, and the extent to which performance of its obligations is likely to be affected.

d. During the subsistence of a Force Majeure Event, the obligations of the affected party shall be suspended to the extent and for the duration of the Force Majeure Event, and the time for performance shall be extended accordingly, subject to the satisfaction of the Bank.

e. The affected party shall use reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance of its obligations as soon as practicable.

f. If the Force Majeure Event continues for a period exceeding ninety (90) days, the Bank may, at its sole discretion, terminate the empanelment or the assignment, without any financial liability to either party, except for payments due for services satisfactorily performed prior to the occurrence of the Force Majeure Event.

g. Force Majeure shall not excuse or suspend any obligations of the Consultant in respect of confidentiality, integrity, conflict of interest, or compliance with applicable laws.

Covering letter for submission of Bid/Application

(On the letter head of the bidder)

**To,
The General Manger
Central Bank of
India
Zonal Office,
9, Arera Hill
Bhopal (M.P)**

**Sub: Empanelment of Consultant / firms to carry out the work of project
appraisal/vetting & due-diligence.**

Ref: Undertaking for Tender No: _____

Dear Sir/Madam,

This is to undertake that I / We,
of _____ M/s, address:
_____. Hereby certify and declare
the following:

1. We have read the above-mentioned Tender document and have fully understood the Terms & Conditions and their implications.
2. We will abide by all the Terms & Conditions etc. of the tender.
3. If our Offer is accepted, we undertake to provide service as a firm /individual as per the timelines defined by the Bank from the date of commencement of services.
4. We confirm that the Bidder should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the assignment.
5. We understand that the Bank is not bound to accept the offer and the Bank has right to reject the offer in full or part without any assigning any reasons, whatsoever.
6. Required documents are enclosed while submission of Bid and other related duly certified documents as mentioned in RFP document.

Date:

Place:

Name & Designation of Authorized Signatory:

Sign / Stamp of Bidder:

ANNEXURE –

DECLARATION REGARDING CONFLICT OF INTEREST

(On the Letterhead of the Applicant / Bidder)

To
The General Manager
Central Bank of India

Subject: Declaration regarding Conflict of Interest – Empanelment of Consultant as Sector Expert for Appraisal and Due-Diligence of Renewable Energy / Engineering Projects

Sir / Madam,

I / We, _____ (name of the Applicant / Bidder),
having registered office / address at _____, hereby
solemnly declare and confirm as under:

That I / We have carefully read and understood the provisions relating to Conflict of Interest as stipulated in the Request for Proposal (RFP) issued by Central Bank of India for empanelment of Consultants as Sector Experts for appraisal and due-diligence of Renewable Energy / Engineering Projects.

That I / We hereby confirm that, as on the date of submission of the application and during the empanelment period, no conflict of interest exists, whether actual or potential, that may affect or be perceived to affect my / our independence, objectivity, or ability to act in the best interest of the Bank.

That I / We further confirm that neither I / We nor any of our partners, directors, employees, consultants, associates, engaged manpower, or close relatives:

(a) have any financial, commercial, or personal relationship with any borrower, promoter, sponsor, EPC contractor, vendor, or associate entity of the project(s) proposed to be appraised or due-diligenced;

(b) have been involved in preparation of the Detailed Project Report (DPR), feasibility study, engineering design, financial advisory, or any consultancy assignment relating to the same project(s); or

(c) have any relationship or interest which may impair or appear to impair independence and impartiality in providing services to the Bank.

That I / We undertake to immediately disclose in writing to the Bank any conflict of interest

that may arise at any stage during the empanelment period or during execution of any assignment awarded by the Bank.

That I / We acknowledge and agree that in the event of detection of any conflict of interest, misrepresentation, suppression of facts, or false declaration at any stage, the Bank shall have the absolute right to reject the application, cancel empanelment, terminate the engagement, and take such other action as may be deemed fit, including blacklisting / debarment, in accordance with applicable rules, policies, and guidelines.

That this declaration is true and correct to the best of my / our knowledge and belief and nothing material has been concealed therefrom.

Yours faithfully,

Signature: _____

Name of Authorized Signatory: _____

Designation: _____

Name of Applicant / Firm: _____

Date: _____

Place: _____

Seal / Stamp (wherever applicable)

INTEGRITY PACT

This Integrity Pact is entered into on this ____ day of _____, 20

BETWEEN

Central Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office at _____ (hereinafter referred to as “the Bank”, which expression shall, unless repugnant to the context, include its successors and assigns)

AND

_____, (Name of Consultant / Firm), having its office at _____ (hereinafter referred to as “the Consultant”, which expression shall, unless repugnant to the context, include its successors and permitted assigns).

PREAMBLE

WHEREAS the Bank has issued a Request for Proposal (RFP) for empanelment of Consultants as Sector Experts for appraisal and due-diligence of Renewable Energy / Engineering Projects;

AND WHEREAS the Bank, in line with the guidelines issued by the Central Vigilance Commission (CVC), requires all empanelled Consultants to adhere to the highest standards of transparency, ethics, and probity;

NOW, THEREFORE, the parties hereby agree as follows:

1. COMMITMENTS OF THE BANK

1.1 The Bank undertakes to conduct the empanelment and engagement process in a transparent, fair, and objective manner, and in compliance with applicable laws, rules, regulations, and CVC guidelines.

1.2 The Bank shall not demand or accept any gratification, bribe, commission, or inducement in any form from the Consultant or any of its representatives.

2. COMMITMENTS OF THE CONSULTANT

2.1 The Consultant undertakes that it shall not offer, give, demand, or accept, directly or indirectly, any bribe, gift, consideration, reward, or advantage of any kind whatsoever to influence the empanelment process or execution of any assignment.

2.2 The Consultant shall not engage in canvassing, lobbying, or any unfair practice, whether directly or indirectly, to influence any official of the Bank.

2.3 The Consultant confirms that all information, declarations, and documents submitted by it in connection with the RFP and empanelment are true, correct, and complete, and that no material facts have been concealed.

2.4 The Consultant undertakes to maintain complete transparency and integrity during the empanelment period and execution of any assignment awarded by the Bank.

3. CONFLICT OF INTEREST

3.1 The Consultant confirms that it has disclosed all actual or potential conflicts of interest and shall promptly disclose in writing any conflict of interest that arises during the empanelment period or execution of an assignment.

3.2 Failure to disclose a conflict of interest shall be deemed a material breach of this Integrity Pact.

4. VIOLATION OF INTEGRITY PACT

4.1 If the Bank determines that the Consultant has violated the terms of this Integrity Pact, the Bank may, without prejudice to any other rights available under law:

- a) Reject the application or cancel empanelment;
- b) Terminate the assignment forthwith;
- c) Forfeit any security / performance guarantee, if applicable;
- d) Recover damages or losses caused to the Bank;
- e) Initiate proceedings for blacklisting / debarment in accordance with extant guidelines; and
- f) Initiate appropriate legal or disciplinary action.

5. INDEPENDENT EXTERNAL MONITOR (IEM)

5.1 Where applicable, the Bank may appoint an Independent External Monitor (IEM) in accordance with CVC guidelines to review compliance with this Integrity Pact.

5.2 The Consultant agrees to cooperate fully with the IEM and provide all necessary information for review.

6. VALIDITY OF THE INTEGRITY PACT

6.1 This Integrity Pact shall be valid from the date of signing and shall remain in force for the entire duration of empanelment and execution of assignments, including any extension thereof.

7. GOVERNING LAW & JURISDICTION

7.1 This Integrity Pact shall be governed by and construed in accordance with the laws of India.

7.2 Courts at the place of the concerned Zonal / Central Office of the Bank shall have exclusive jurisdiction.

8. GENERAL

8.1 The provisions of this Integrity Pact shall be in addition to, and not in derogation of, the terms and conditions of the RFP and any agreement executed between the parties.

8.2 This Integrity Pact shall be binding on the Consultant and its partners, directors, employees, agents, and associates.

IN WITNESS WHEREOF, the parties have executed this Integrity Pact on the date first written above.

For Central Bank of India

Name: _____

Designation: _____

Signature: _____

Date: _____

For the Consultant

Name: _____

Designation: _____

Signature: _____

Seal / Stamp: _____

Date: _____