

Tender Enquiry for General Insurance Policies through Bid in GeM Portal

TENDER NO. NaBFID/IS/RFP/02

REQUEST FOR CYBER INSURANCE POLICY

Period of Insurance - 2024-25

**Head Office: The Capital, A Wing, 15th Floor- 1503, G Block, Bandra Kurla Complex,
Bandra (East), Mumbai – 400051**

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1. BID NOTICE

1. The National Bank for Financing Infrastructure and Development (NaBFID) has been established as an infrastructure focused development financial institution (DFI) under the National Bank for Financing Infrastructure and Development Act, 2021 to support the development of long-term non-recourse infrastructure financing in India including development of bonds and derivatives markets necessary for infrastructure financing and to carry on the business of financing infrastructure.
2. We invite bid/offer for Cyber Insurance Policy for NaBFID. The duration of the policy will be for 1 year (i.e. 12 months/365 days). However, the services can be extended further for 2 years (i.e policy year 2nd and 3rd) subject to satisfactory performance at the discretion of the Bank. Bank reserves the right to further extend this policy beyond 3rd year also with the same insurer as per mutual consent and policy performance.
3. **NaBFID** has authorized **M/s Aditya Birla Insurance Brokers Ltd.**, to solicit proposals from IRDA licensed General Insurance Companies operating in India. **M/s Aditya Birla Insurance Brokers Ltd.** will be responsible to coordinate with Insurance companies in terms of sending mail information and other relevant details for submission of quote on GeM portal.
4. Applications are invited through Govt. e-Market Place (GeM Portal). E-tender is the process by which document submission is carried out using the internet and associated technologies in a faster more secure environment.
5. Registration can be done online by visiting: <https://gem.gov.in/>
6. Bid Document can be downloaded from GeM portal. Interested bidders are requested to refer the mentioned eligibility criteria and other terms and conditions.

Contact Details – ADITYA BIRLA INSURANCE BROKERS LTD.		
Kartik Chhatri	kartik.chhatri@adityabirlacapital.com	8879780831
Biny Jain	Biny.jain@adityabirlacapital.com	7738769991

Contact Details – NaBFID		
Common email	rfp@nabfid.org	
K M Salam	ciso@nabfid.org	9446050707

GEM customer care for upload and other related query
<p>helpdesk-gem@gov.in</p> <p>Toll Free Numbers (Inbound): Call 1800-419-3436 / 1800-102-3436</p> <p>(9:00 am - 10:00 pm Mon to Sat)</p>

2. GENERAL TENDER DETAILS & SCHEDULE OF EVENTS

Application for	Procurement of Cyber Insurance Policy TENDER NO: NaBFID/IS/RFP/02
GeM Reference No.	
Date of Notice Inviting Tender (NIT) available to parties to download	July 01,2024
Last date of Query Submission via email	July 05,2024 17:00 Hrs
Pre bid meet at NaBFID (Online on teams)	July 08,2024 17:00 Hrs
Last date of Bid Submission	July 22,2024 16:00 Hrs
Bid Opening date	July 22,2024 17:00 Hrs

Submission of BID with supporting documents will be online only. The eligible Insurer can log on to <https://gem.gov.in/> and place their Bid with the necessary documents.

The BID documents placed by the Insurers are confidential and will be opened by the authorized **NaBFID** officials /entrusted personnel only

Note:

1. This tender is meant for insurers only.
2. In the event of any unforeseen closure of work/ holiday on any of the above days, the same will be opened/held on the next working day.
3. Query Submission would be addressed to ABIBL and marked copy to concerned **NaBFID** Email IDs shared in contact details.
4. Tenders received after the due date and time shall be rejected.
5. Tenders not complying with the provisions of bidding documents are liable to be rejected.

3. GENERAL INSTRUCTIONS TO BIDDERS

All Bidders must note that this being E-tender, only bids received online on GEM (Government eMarketplace) portal <https://gem.gov.in> shall be considered as an offer. Any bid submitted in physical form will not be received or opened and shall be summarily rejected.

Interested Bidders who wish to participate should visit the website <https://gem.gov.in> which is the ONLY website for bidding their offer.

Procedure for submission of E-tender by Bidder:

- a. Register your firm/company on the website <https://gem.gov.in> to obtain a Login ID and Password. Detailed guidelines are available on GEM portal.
- b. Apply for the RFP by uploading supporting documents.
- c. Bidder must submit the offer before closing date & time. The website will automatically stop accepting the offer after closing date and time.

The bidders are required to submit the Pre-Contract Integrity Pact in the physical form on or before last date and time of bid submission. Submission of any bid document through offline mode, except Pre-Contract Integrity Pact signed by authorized signatory, will not be accepted.

Bidders are advised to submit their bid well in time and not to wait till the last minute or last few seconds to enter their bid to avoid any complications. NaBFID will not be responsible for any lapses/failure on the part of the bidder in such cases for any complications related with internet connectivity, network problems, system crash down, power failure, etc.

This document is meant for the specific use by the NaBFID/ Bidders interested in participating in the RFP process. This document in it's entirely subject to Copyright Laws. NaBFID expects the Bidder or any person acting on behalf of the Bidder to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidder will be held responsible for any misuse of information contained in the document. By downloading the document, the interested party is subject to the confidentiality clauses.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.

The RFP Document can be downloaded from NaBFID's Website www.nabfid.org or from **GeM Portal**. The dates mentioned above are tentative and the Bidder acknowledges that he/she cannot hold the Bank responsible for any revision in these dates. If a holiday is declared on the dates mentioned above, the bids shall be received/ opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

Bidders may choose to be present at the time of opening of bids. The eligible Bidders would be communicated the exact date of presentation, and they should remain prepared for a presentation within a short notice

This bid document is not transferable.

In case of discrepancy in financial bid values between the GeM and documents uploaded on the NaBFID portal/email, the amount visible on financial bid screen of the GeM portal will be considered as final.

In case of discrepancy in documents uploaded between the GeM portal and received through the NaBFID portal/email, the documents uploaded on GeM portal will prevail.

4. DISCLAIMER

- a. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of NaBFID, is subject to the terms and conditions set out in this RFP.
- b. This RFP is not an agreement and is neither an offer nor invitation by the NaBFID to the prospective Bidders or any other person.
- c. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.
- d. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract/Agreement is signed and executed by duly authorized official(s) of NaBFID with the selected Bidder.
- e. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice/clarifications. NaBFID may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- f. NaBFID, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- g. NaBFID also accepts no 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.
- h. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- i. NaBFID reserves the right to reject all or any the Proposals without assigning any reason thereof and to restrict the list of Bidders to any number as deemed suitable, if too many applications/Proposals are received satisfying the basic pre-qualification criteria.
- j. NaBFID also has the right to reject all the applications and to go in for a readvertisement without assigning any reason thereof.

5. GENERAL CONDITIONS OF RFP

The Insurer is required to give confirmation of their acceptance of the General Conditions of the RFP mentioned below, which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by NaBFID, failure to do so may result in rejection of the documents submitted by the Applicant.

1. **Law:** This contract shall be governed and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract entered between NaBFID and the successful Insurer shall come into effect on the date of receipt of premium by the insurer or as may be advised.
3. Each page of RFP document should be signed by the authorized person or persons submitting the RFP and is taken at his/ their having acquainted himself/ themselves with the General Conditions of RFP, Special Conditions, etc, as laid down.
4. All erasures and alterations made while filing the RFP must be attested by the initials of the authorized officials of the applicant. Overwriting the figures is not permitted; failure to comply with any of these conditions will render the application void. No advice of any change in conditions after the opening of the Applications place online will be entertained.
5. **Penalty for use of undue influence:** The Applicant undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of NaBFID or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with NaBFID Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Applicant towards any officer/employee of NaBFID or to any other person in a position to influence any officer/employee of NaBFID for showing any favour in relation to this or any other contract, shall render the Applicant to such liability/ penalty as NaBFID may deem proper.
6. **Termination of Contract:** NaBFID shall have the right to terminate this Contract in part or in full in any of the following cases:
 - a) The insurer is declared bankrupt or becomes insolvent.
 - b) With mutual agreement
 - c) Insurer fails to deliver as per contract.
7. **Notices:** Any notice required or permitted under the RFP shall be written in the English language will be uploaded on the GeM portal.
8. **Evaluation and Comparison of Applications:** The decision of NaBFID would be final and binding on all the Applicants to this document. NaBFID may accept or reject an offer without assigning any reason whatsoever. At the sole discretion and determination of NaBFID, may add any other relevant criteria for evaluating the proposals received in response to this RFP. The evaluation will be a two-stage process. The stages are:
 - A. Eligibility Criteria
 - B. Technical Bid and Commercial Bid

9. Only those applicants who qualify for eligibility criteria shall be shortlisted for Technical and commercial bid evaluation.
10. Applicant shall contact ABIBL on any matter relating to this Application, from the time of the application opening to the time the Contract is awarded to successful Applicant(s).
11. Any effort by an applicant to influence NaBFID Application evaluation, Application comparison or contract award decisions may result in the rejection of the Application.

5 (I) ELIGIBILITY CRITERIA

1. Insurance company should be registered with IRDA with at least 05 years' experience in the field of general insurance and its registration/license valid as on the date of bidding. – License to be attached
2. Insurance company should have underwritten minimum one cyber insurance policy for financial institutions. Policy copy/ declaration in letter head with relevant details to be submitted.
3. Insurance company should have gross written premium of INR 200 Crs from Indian operations during last 3 financial years (FY 2020 -21, 2021-22 & 2022-23). Balance sheets as documentary evidence to be submitted.
4. Copy of IRDA license and Certificate of Incorporation are to be submitted as Evidence/supporting Documents by the bidder.
5. Insurance Company should be willing to sign an integrity pact agreement on INR 500 stamp paper or a franking document and submit it as a part of the technical bid document. The format is enclosed along with the RFP document in word form.
6. The Insurance Company should have served minimum 5 financial institutions (liability policies) during last 3 financial years.
7. The insurance company should not be blacklisted/ debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) or Financial institutions at the time of bidding in response to this RFP.

Note- Only those Applicants who qualify all above parameters of the eligibility criteria shall be shortlisted for further Technical & Commercial evaluations. Documents to be uploaded on the GeM portal related to all eligibility criteria along with mandatory information sheet.

- i. Please be informed that the Applicant must fit in all the eligibility criteria requirements. Non-compliance with even one of the requirements criteria will result in the rejection of the Application(s).

- ii. The Applicant must submit documentary proof as above. All documents must be signed by the authorized signatory of the Applicant. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- iii. The decision of NaBFID will be final and binding to all in respect of finalizing parameters on which the Applications will be analysed.
- iv. NaBFID reserves the right to reject any or all the RFPs at any stage of the RFP. Canvassing in any form will disqualify the company.
- v. Valid documentary evidence in support of the above, duly attested by the Authorized Signatory of the application should be attached with the Bid.

5 (II) TECHNICAL BID

The General Insurance Company who are interested to participate in the tender should provide to NaBFID the following:

Declaration for Technical Bid – The Technical Bid should be submitted on the insurance company’s letter head with name, designation, company’s seal and authorized signatory’s signature. (**Attached Technical Bid Format**)

ABIBL will evaluate the terms and conditions submitted by insurers and the best insurers will be selected for opening the financial bid, i.e. Commercial Bid.

The parameters for selection of insurers for Technical Bid (Technical evaluation) is as below:

S. No	Particular	Score		Documents to be furnished
		Score	Max Score	
1	Number of years since license given by IRDA as on March 31, 2024	Score	Max Score	Copy of the IRDAI license
	Up to 5 Years	5	20	
	Above 5 and up to 8 years	10		
	Above 8 and up to 10 years	15		
	Above 10 Years	20		
2	Liability Premium underwritten within India (INR in Crores) for FY 2022-2023	Score	20	Self-Declaration on company letterhead duly signed & sealed by authorized
	Up to Rs. 10 Crores	5		
	> Rs. 10 Crores - Rs.50 Crores	10		
	> Rs. 50 Crores – Rs.100 Crores	15		

	> Rs. 100 Crores	20		personnel to be submitted
3	Number of Liability insurance policies being serviced during FY 2022- 2023		20	# CA certified copy/ Self-Declaration on company letterhead by authorized personnel only for PSUs
	Up to 10 Policies	5		
	More than 10 policies and Up to 50 Policies	10		
	More than 50 policies and Up to 100 Policies	15		
	More than 100 Policies	20		
4	Percentage of Claims settled against number of claims lodged (under Liability Insurance) for last three years (FY 2020-21 to FY 2022-23)		20	Self-Declaration on company letterhead duly signed & sealed by authorized personnel to be submitted
	Up to 50%	5		
	More than 50% to 85%	10		
	More than 85% to 95%	15		
	More than 95%	20		
5	No. of Cyber Insurance Policies being serviced during FY 2022-23		20	Self-Declaration on company letterhead duly signed & sealed by authorized personnel to be submitted
	Up to 3	5		
	3 to 5	10		
	5 to 8	15		
	Above 8	20		
	Total		100	

5 (III) COMMERCIAL BID

The General Insurance Company who are interested to participate in the tender should provide to (NaBFID) the following:

Declaration for Financial Bid – The Financial Bid should be submitted on the insurance company’s letterhead with name, designation, company’s seal and authorized signatory’s signature. (Attached Financial Bid Format)

The parameters for selection of insurers for Financial Bid is as below:

Sr	Financial Bid		Weightage
1	Premium Quoted		75
2	Deductible (Maximum Time excess 12 hours and Maximum Deductible 15 Lakhs)* <i>Time excess bifurcation (distribution of Maximum score of 25)</i>	<i>0 to 4 Hrs</i>	25
		<i>4 to 8 Hrs</i>	15
		<i>8 to 12 Hrs</i>	7
		Total	

**If maximum time exceeds 12 Hrs and / or deductible exceeds 15 lacs, such bids will be Rejected /disqualified.*

Note:-

1. Bidders are advised not to change the format in any manner whatsoever.
2. NaBFID reserves the right to negotiate further with short-listed or successful bidders after the application of the above criteria.
3. Insurers are requested to note that discount offered, if any, shall be firm and final and no provisional discount shall be offered. Discount, once offered, shall not be withdrawn afterwards. After arriving at final net premium rate, the premium may be quoted in the summary premium schedule .
4. Incomplete or selective offers are liable to be rejected.
5. Submitting the Offer does not guarantee, NaBFID, accepting your offer. NaBFID reserves the right to accept or reject any offer or offers or part thereof at its sole discretion, without assigning any reason thereof.
6. NaBFID takes no responsibility for delays, loss or non-receipt of the offers submitted by the Insurers.
7. The submission of the offer shall have no cause of action or claim against NaBFID for rejection of offer. The insurer whose offer is not accepted shall not be entitled to claim any costs, charges, and expenses incidental to or incurred by them in connection with the submission of tender.
8. You are requested to submit your most competitive offer within the stipulated date and time, and in the manner and method as prescribed.
9. Any offer received after the expiry of the deadline specified for receiving the offer is liable to be rejected.

Note: The financial bid needs to have only price information. If any terms & conditions are found

in the financial bid, then the bidder is liable to be disqualified.

6. OTHER INFORMATION

6.1 Clarifications & Amendments in RFP / Prebid meeting

- a. Queries/ clarifications will not be entertained over the phone.
- b. A bidder requiring any clarification on RFP is requested to collate and submit queries together in writing to NaBFID strictly as per the format given in *Appendix-I* by email within the date/time mentioned in the Schedule of Events.
- c. A pre-Bid meeting will be held online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested in responding to this RFP.
- d. The queries received (without identifying source of query) and response of NaBFID thereof, will be conveyed to the Bidders via email or any other medium as may be deemed fit by NaBFID.
- e. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the schedule of events of this RFP document.
- f. NaBFID reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. NaBFID, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The Bidders are advised to check NaBFID's website and GeM Portal regularly till the date of submission of Bid document specified in the Schedule. of Events/email and ensure that clarifications/amendments issued by NaBFID, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by NaBFID will be binding on the participating Bidders. NaBFID will not take any responsibility for any such omissions by the Bidder. NaBFID, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- g. No request for change in legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- h. Queries received after the scheduled date and time will not be responded to/acted upon.
- i. No post bid clarification of the bidder shall be entertained.

6.2 Modification and Withdrawal of Bids

- a) The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received by NaBFID, prior to the deadline prescribed for submission of Bids.
- b) No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- c) No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in appropriate action as per the terms of this RFP.

6.3 Period of Bid Validity

- a) Bid shall remain valid for a duration of 180 calendar days from the last date of submission of the tender or as may be extended.
- b) In exceptional circumstances, NaBFID may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse or not respond to the request. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.

7. OPENING OF TECHNICAL BIDS

- a) All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical bids will be opened in the presence of representatives of the bidders who choose to attend the same on GeM portal. However, bids may be opened even in the absence of the representatives of one or more of the bidders.
- b) In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agreeing to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- c) The Bank will examine the Bids to determine whether they are complete, and all documents/appendix(es) have been submitted, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion, waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- d) Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in toto, without any deviation.

- e) The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- f) After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software, service, hardware, operating software/firmware etc., proposed to be offered by them.
- g) If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

8. TECHNICAL BID EVALUATION

- a) During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests seeking explanation through email within three days or any such extended time frame informed, if the bidder does not comply or respond by the date, their bid will be liable to be rejected. It is the responsibility of bidder to check their official mail boxes (as communicated to the Bank) in order to ascertain any clarifications are sought by bank post last date of bid submission. No separate intimation will be made by bank to the participated bidders. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer and it should be compatible to our application.
- b) The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.
- c) Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.
- d) The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such minor issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.
- e) All bidders will be required to give presentation of their offered services. Failure of a bidder to complete presentation to the Bank may result in rejection of the proposal. Bidder is required to address all queries raised by the Bank officials during the presentation. Giving

mere presentation should not be considered as being qualified/shortlisted for further process. Decision of Bank, in this regard will be final and binding on all bidders.

- f) Presentation should be made by the employee of the respective bidder firm as on bid submission date and no hiring of outsider for presentation will be allowed. The bidder is expected to substantiate /validate the achievements / recognition through relevant data / documentary evidence. Bidder should give presentation on the receipt of Bank's notice.
- g) Compliance of terms and conditions stipulated in the RFP duly supported by certified documentary evidence called for therein.
- h) The Bank reserves the right to evaluate the bids on technical & functional parameters including possible visit to inspect live site/s of the Service providers and witness demos, presentations or undertake a POC exercise of the system and verify functionalities, response times, user's acceptability etc.

9. OPENING OF COMMERCIAL BIDS

- a) Commercial Bids of technically qualified bidders only will be opened on a subsequent date. Authorized representatives of Bidders may be present online during opening of the Commercial Bids.
- b) However, Commercial Bids would be opened even in the absence of any or all of Bidders representatives.
- c) The successful Bidder will be selected, on basis of Techno-Commercial evaluation as mentioned below.

9 (I) Evaluation Methodology

- a) Technical Bids received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms/Company bidding who choose to attend the opening of the offer on the date and time specified in this RFP document. The Authorized representative of the firm present for the opening should have photo identification and shall sign in the register of attendance. The representative must submit an authority letter duly signed by the Firm, authorizing him to represent and attend the bid opening on behalf of the firm.
- b) **For qualifying technically, the minimum score will be 70** out of total marks of 100 and the bidders who do not score 70% shall be liable to be rejected. In case during technical evaluation, all the bidders fail to score more than 70% marks, or less than three bidders obtain more than 70% marks, then at Bank's discretion, the minimum scoring criteria will be reduced to 60%. The decision of the Bank in this regard shall be final. However, Bank reserves the right to modify these criteria as per the availability of bids subsequent to the result of technical evaluation.
- c) After qualifying the eligibility criteria, the bidder will be determined as a successful bidder based on QCBS (Quality and Cost Based Selection) method. In this method, the Bidder will

be evaluated based on their Technical Criteria (as mentioned in this RFP document) & Commercial Price Bid (as per Appendix- B) jointly.

- d) Weightage for technical Bid & Commercial Bid will be in the ratio of **60:40**. The Bidders gets the highest marks cumulatively in Technical & Commercial Bid will be declared as successful Bidder.

Formula for QCBS scoring:

$$S = (T/T \text{ High} \times 60) + (C\text{-Low}/C \times 40)$$

Where:

S = Score of the Bidder

T = Technical score of the Bidder

T-High = Highest Technical score among the Bidders

C = Quote as provided by the Firm

C-Low = Lowest Quote of C among the Firms

The Bidder securing the highest score becomes the successful Bidder.

10. RESTRICTIONS ON PROCUREMENT DUE TO NATIONAL SECURITY

Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on 'restrictions on procurements from bidders from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security' is applicable for this RFP.

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

“Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

“Bidder from a country which shares a land border with India” for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country, or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The beneficial owner for the purpose of above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of company.

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

- i. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- ii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- iii. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- iv. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

11. BID INTEGRITY

- a) Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the Contract without prejudice to other actions that NaBFID may take.
- b) All the submissions, including any accompanying documents, will become property of NaBFID.

- c) The Bidders shall be deemed to license, and grant all rights to NaBFID, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

12. CONTACTING NaBFID

- a) No Bidder shall contact NaBFID on any matter relating to its Bid, from the time of opening of Technical Bid to the time the award of the contract to the successful bidder.
- b) Any effort by a Bidder to influence NaBFID in its decisions on Bid evaluation, bid comparison, or contract award may result in the rejection of the Bid.

13. AWARD OF CONTRACT

- a) On completion of Techno Commercial evaluation of bids, Bank will determine the H1 Bidder based on the marks obtained through Technical and Commercial and contract will be awarded to the Bidder who scores highest marks. However, the Bank shall be under no obligation to accept the lowest price/highest score bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- b) NaBFID will notify the successful Bidder in writing through letter or email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to NaBFID within 7 working days, duly accepted, stamped and signed by authorized signatory in token of acceptance.
- c) Copy of board resolution and power of attorney (POA or minutes of the partner's or authority letter wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter.
- d) Till execution of a formal contract, the RFP, along with NaBFID's notification of award of the contract and Service Provider's acceptance thereof, would be binding contractual obligation between NaBFID and the successful Bidder.
- e) NaBFID reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract. The contract / SLA shall be executed within 21 days of acceptance LoA/ PO.
- f) Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award.
- g) The selected Vendor would need to execute, a service level agreement (SLA)/ Memorandum of Understanding (MOU as the case may be which will include all the services and terms and conditions of the services to be extended as detailed in the RFP, and as may be

prescribed or recommended by NaBFID. The cost and expenditure of the same needs to be borne by the vendor.

- h) EMD of unsuccessful bidders will be refunded within 30 days after issuance of Letter of Award/ Purchase Order to the successful bidder.

14. RIGHT OF VERIFICATION

NaBFID reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job. The Bidder to extend all necessary assistance in this regard, failing which NaBFID reserves the right to reject the Bid.

15. RIGHT TO AUDIT

The Bank shall have right to conduct audits by its internal/ external auditors or by agents appointed to act on its behalf . In this case Service Provider furnishes all relevant information, records/data to such auditors and/or inspecting officials. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by NaBFID or in the certification submitted by the auditors, the Service Provider shall correct/resolve the same at the earliest and /or within timelines stipulated by NaBFID and shall provide all necessary documents related to resolution thereof.

The bidder has to ensure compliance of information security according to policy of NaBFID and mitigate the risk if any within the stipulated time without any additional cost to NaBFID.

Confidentiality

- a) In terms of Confidentiality obligation, NaBFID reserves its right to recall all NaBFID's materials including confidential information, if stored in Service Provider system or environment, at any time during the term of the Contract or immediately upon expiry or termination of Contract. Service Provider shall ensure complete removal of such material or data from its system or environment (including backup media) to the satisfaction of NaBFID.
- b) Confidentiality obligation of empanelled bidders shall be as per Non-disclosure Agreement placed as Appendix-E to this RFP.
- c) NaBFID reserves its right to recall all NaBFID's materials including confidential information, if stored in Service Provider system or environment, at any time during the term of the Contract or immediately upon expiry or termination of Contract. Service Provider shall ensure complete removal of such material or data from its system or environment (including backup media) to the satisfaction of NaBFID.

Code of Integrity

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, NaBFID shall reject Bid without being liable in any manner whatsoever to the

Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.

Bidders are obliged under this clause to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of Contract. Failure to do so would amount to violation of this code of integrity.

Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- **“Corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract.
- **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a Contract.
- **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Bidders, with or without the knowledge of NaBFID, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
- **“Obstructive practice”** means materially impede NaBFID’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding NaBFID’s rights of audit or access to information.

16. **LIMITATION OF LIABILITY**

- a) The maximum aggregate liability of the Service Provider in respect of any claims, losses, costs, or damages arising out of or in connection with this RFP / Contract shall not exceed the Total Project Cost.
- b) Under no circumstances shall either party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- c) The limitations set forth herein shall not apply with respect to:
 - i. claims that are the subject of indemnification pursuant to infringement of third-party intellectual property rights.

- ii. damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider,
- iii. damage(s) occasioned by Service Provider for breach of confidentiality obligations,
- iv. Regulatory or statutory fines imposed by a government or regulatory agency for non-compliance of statutory or regulatory guidelines applicable to NaBFID, provided such guidelines were brought to the notice of Service Provider.

17. DISPUTE/ARBITRATION (Applicable only in case of successful bidders)

All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (NABFID or Service Provider), give written notice to other party clearly setting out therein specific dispute(s) and / or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

Service Provider shall continue to work under the Contract during the arbitration proceedings unless otherwise directed by NaBFID or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

18. NON TRANSFERABILITY

This Request for Proposal (RFP) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

19. TAXES & DUTIES

- a) Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the commercial price bid by Service Provider shall include all such taxes in the quoted price.

- b) All expenses, stamp duty and other charges / expenses in connection with the execution of the Contract as a result of this RFP process shall be borne by Service Provider. The Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

20. TAX DEDUCTION AT SOURCE

Wherever the laws and regulations require deduction of such taxes at the source of payment, NaBFID shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by NaBFID as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract

21. RFP OWNERSHIP

The RFP and all supporting documentation are the sole property of NaBFID and should NOT be redistributed without prior written consent of Bank. Violation of this would be a breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to NaBFID when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

The proposal and all supporting documentation submitted by the bidders shall become the property of Bank unless the Bank agrees to the bidder's specific requests, in writing, the proposal and documentation to be returned.

22. TENDER CANCELLATION

The Bank reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, such eventuality, the Bank may after giving notice in writing to the selected Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected Bidder.

23. PUBLICITY

Any publicity by the Service Provider in which the name of the Bank is to be used, will be done only with the explicit written permission of the Bank.

24. PROJECT TIMELINES

The selected bidder should start the insurance coverage for a period of one year from the date of premium payment by the Bank or mutually agreed date, whichever is earlier.

25. POLICY COVERAGE

Type:	Cyber Insurance
Policy Form:	Claims made
Company:	M/s National Bank for Financing Infrastructure and Development (NaBFID)
Principal Address:	The Capital, A Wing, 15th Floor - 1503, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.
Policy Period:	TBA (12 months from the date of receipt of premium)
Insureds Operation / Business Occupation / Profession	Financial institution
Limit of Liability in the aggregate:	Option 1: INR 50 Crs. (any one occurrence and in aggregate) Option 2: INR 75 Crs. (any one occurrence and in aggregate) Option 3: INR 100 Crs. (any one occurrence and in aggregate)
Retroactive Date:	Inception of the policy, in case of Fresh Policy
Retention	To be advised
Acquisition Limit:	Not less than 35% of the gross assets of the Policyholder.
Territory and Jurisdiction:	Worldwide
Mandatory Coverages	<ol style="list-style-type: none"> 1) Loss of Personal Information/ Disclosure Liability 2) Loss of Corporate Information/ Disclosure Liability 3) Forensic Services including Pro-active Forensics Cover 4) Cover for liability arising from DOS/ DDOS attack/ Impaired Access Liability 5) Definition of Damages amended to include punitive or exemplary damages. 6) Civil fines or Penalties in addition to Regulatory Fines and Penalties 7) Outsourcing liability cover 8) Network Security 9) Conduit Liability 10) Regulatory/ Data Administrative Investigations and Defence Costs 11) Regulatory/ Data Administrative Fines and Penalties 12) Multimedia Liability and Content Liability 13) Repair of Company Reputation/ Crisis Expenses 14) Repair of Individual Reputation/ PR Costs 15) Privacy Notification Expenses to Data Subjects, including call centre expenses and Identity Theft Remediation Expense Cover. 16) Monitoring Costs

	<ul style="list-style-type: none"> 17) Consultant Services Cover 18) Reward expenses cover 19) E-theft loss cover / Hacker Theft / Fraudulent communication Cover 20) E-communication loss cover and Fund Transfer Fraud Endorsement 21) E-business interruption cover / Network Interruption 22) Extra Expenses under Business Interruption Cover 23) E-threat / Cyber extortion / Ransomware 24) Cyber extortion to include Ransom money lost in transit. 25) E-vandalism cover / Electronic Data (E-Vandalism)/ Restoration of Electronic Data for both first-party and third-party Data 26) PCI-DSS Coverage/ E-Payment/Contractual Penalties 27) Control Group Clause 28) Social Engineering Fraud Cover 29) Mitigation Expenses 30) Witness Costs/ Court Attendance Costs 31) Non-cancellation Clause 32) War & Terrorism Exclusion with carve back for Cyber Terrorism 33) Emergency Costs 34) Deletion of Un-authorized or unlawfully collected data Exclusion wherever applicable 35) Deletion of Undersized Security Exclusion wherever applicable 36) Anti-trust Exclusion unfair competition should not apply to Multimedia Claims wherever applicable
<p>Desired Coverages</p>	<ul style="list-style-type: none"> 1) Security Breach to include disclosure of data due to physical theft or loss of hardware owned or controlled by the Insured. 2) Intellectual Property Rights Exclusion waived for Corporate Information 3) Definition of Defence costs has been amended to delete ‘prior written consent of the insurer’ condition for Multimedia Liability extension. 4) To include Cost of Specialist to stop, remove and suppress the content/ Harmful articles published on the internet through breaching company’s official social media webpages and websites ordered by the court or to mitigate the payout as part of the Claim/ Withdrawal of information ordered by the court. 5) Clean-up Costs to be included under Restoration Costs 6) Extended Reporting Period – 120 days and 50% of A.P. for 365 days

	<ul style="list-style-type: none"> 7) Auto Acquisition of Subsidiaries – 35% 8) Bring-Your-Own-Device Cover 9) To include additional costs for systems’ upgrade to minimize future similar occurrences or to comply with Regulatory exigencies 10) To include voluntary shut down and start up costs 11) Monitoring costs amended to also cover costs of customer credits 12) Psychological Support Expenses 13) Time deductible of 0-12 Hours
Enclosures and Attachments	<ul style="list-style-type: none"> Proposal Form Ransomware supplement

Disclaimer:

"Insurer understands that the information captured in broker slip/proposal form (the Inputs) is provided by or on behalf of proposed client of Aditya Birla Insurance Brokers Ltd (ABIBL) for the purpose of seeking competitive quotes from the Insurer. The input is for your consumption only and cannot be shared with any third party. ABIBL does not warranty either expressly or impliedly the accuracy, completeness or reliability of such inputs. For its satisfaction, the Insurer may seek clarification/ additional information from the proposed client. Insurer confirms and agree that neither ABIBL nor any other person/entity related to ABIBL shall be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits arising in any way from the said inputs"

26. OTHER TERMS & CONDITIONS:

1. Bids sent by fax / email / hard copies will not be accepted.
2. In the event of differences arising in the terms & conditions of the tender documents with the firms, the decision of NaBFID shall prevail.
3. NaBFID reserves the right to modify/change/delete/add any further terms and conditions prior to issue of agreement.
4. **Corrigenda/Addendum/Clarification (if any) in the tender will be uploaded in the GeM Portal** as per requirements.
5. **Terms of Payment:** Total premium (all inclusive) shall be paid on finalization of order and acceptance by the bidder. Statutory deductions/ TDS as applicable shall be made during release of payments.
6. **Risk & Cost:** If the service provider does not provide proper service during the contract period the same will be got done by M/s NaBFID at the risk & cost of the service provider.
7. **Force Majeure:** Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays/ failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Government Authorities, compliance with any order or request of any Governmental Authorities, or any other extraordinary event beyond human control such as fires, floods, riots or illegal strikes.
8. **No price Escalation:** No price escalation shall be entertained during the validity of the Insurance Coverage.
9. **Jurisdiction:** Any legal dispute that may arise will be settled within the jurisdiction of of the Courts situated at Mumbai.

27. CONFLICT OF INTEREST

We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 Registered agents will file an authenticated photocopy 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/ retainer-ship being paid by the principal to the agent before the placement of order by NaBFID.
- 1.1 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 Company, it shall be confirmed whether it is real substantial Company 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 NaBFID 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, if any, indicating their nationality as well as their status, i.e, whether foreign Principal or agents of foreign Principal 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 NaBFID in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any, payable to the agents /representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the tender concerned liable to rejection or in the event of a contract materializing, the same liable to termination by NaBFID. Besides this, there would be a penalty of banning business dealings with NaBFID or damage or payment of a named sum.

ELIGIBILITY CRITERIA & MANDATORY INFORMATION

Sr. No	<u>Mandatory Information</u> to be submitted along with the Tender Response	Documents Required	Documents Submitted
1	Name of the Insurance Company/Applicant	Please furnish data	
2	Type of Firm- PSU/ Pvt. Ltd/Ltd or others	Please furnish data	
3	Complete Address for Correspondence	Please furnish data	
4	Name, designation along with Email Address and mobile number of authorized signatory/competent authority	Please furnish data	
5	PAN Card No.	Please furnish data and provide PAN copy	
6	GST No	Please furnish data and provide GST certificate copy	
7	Bank detail (Bank name, A/c Number & IFSC code)	Please furnish data	
8	MSME YES/NO	Please confirm	
9	Registered with IRDA with at least 05 years of experience with a valid registration/license as on the date of bidding.	1) Certificate of Incorporation 2) IRDAI License Copy/renewal Receipt showing current validity	
10	At least One Cyber Insurance to be underwritten for a financial institution in India	Policy Copy (you can mask premium and other confidential details of the client. Name, Policy type and policy year should be visible)/ declaration in letter head with relevant details to be submitted.	
11	Gross written premium of INR 200 Crs from Indian operations during last 3 financial years (FY 2020 -21, 2021-22 & 2022-23)	Copy/Extract of Annual report/Balance Sheets	
12	Integrity Pact to be submitted	500 Rs Stamp Paper/ Franking Document	
13	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) & FIs	Undertaking in letterhead	

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

Seal and Signature of the document to be uploaded on the GeM portal.

Place:

Date:

TECHNICAL BID RESPONSE

S. No	Particular	Score		Your response	Details	Documents to be submitted
		Score	Max Score			
1	Number of years since license given by IRDA as on March 31, 2024	Score	Max Score		Date of incorporation	Copy of the IRDAI license
	Up to 5 Years	5	20			
	Above 5 and up to 8 years	10				
	Above 8 and up to 10 years	15				
Above 10 Years	20					
2	Liability Premium underwritten within India (INR in Crores) for FY 2022-2023	Score			Count	Self-Declaration on company letterhead duly signed & sealed
	Up to Rs. 10 Crores	5	20			
	> Rs. 10 Crores - Rs.50 Crores	10				
	> Rs. 50 Crores – Rs.100 Crores	15				
> Rs. 100 Crores	20					
3	Number of Liability insurance policies being serviced during FY 2022- 2023				Count	Self-Declaration on company letterhead duly signed & sealed
	Up to 10 Policies	5	20			
	More than 10 policies and Up to 50 Policies	10				
	More than 50 policies and Up to 100 Policies	15				
More than 100 Policies	20					
4	Percentage of Claims settled against number of claims lodged (under Liability Insurance) for last three years (FY 2020-21 to FY 2022-23)				Count & Percentage	Self-Declaration on company letterhead duly signed & sealed
	Up to 50%	5	20			
	More than 50% to 85%	10				
	More than 85% to 95%	15				
More than 95%	20					
5	No. of Cyber Insurance Policies being serviced during FY 2022-23				Count	Self-Declaration on company letterhead duly signed & sealed
	Up to 3	5	20			
	3 to 5	10				
	5 to 8	15				
Above 8	20					
	Total		100			

FINANCIAL BID

Date:

National Bank for Financing Infrastructure and Development (NaBFID)
 The Capital, A Wing, 15th Floor- 1503,
 G Block, Bandra Kurla Complex,
 Bandra (East), Mumbai – 400051

Dear Sir

This refers to the RFQ floated on July 01,2024 for Cyber Insurance policy of M/S NaBFID. We hereby agree by all terms and conditions of the proposal mentioned in the document. The premiums quoted are approved by the Competent Authority of our company.

Options	Description of Risk	Limit of Liability	Deductible	Time excess	Premium	GST	Total Premium Payable
1	Cyber Insurance	INR 50 Cr.					
2	Cyber Insurance	INR 75 Cr.					
3	Cyber Insurance	INR 100 Cr.					

We hereby confirm that the financial proposals are unconditional, and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposals.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of the Proposal, i.e., till 180 days from the last date of submission of the proposal.

We understand that you are not bound to accept any Proposal you receive.

Dated this day of 2024

 (Signature) (Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

 Seal of the company.

PRE-CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of _____ 2024 , between, on the one hand, the NaBFID a body corporate incorporated under the NaBFID Act, 2021 having its Head Quarters at Mumbai through its _____ Department , (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s _____ represented by Shri _____, Chief Executive Officer/ Authorised signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of NaBFID performing its functions on behalf of NaBFID.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with NaBFID for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with NaBFID.

- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

- a. For MSME or a Start-up Company are not required follow this clause. However SME Bidders need to provide valid NSIC/ MSE certificate clearly mentioned that they are registered with NSIC under single point registration scheme or Udyog Aadhar.
- b. Start up bidders are required to submit certificate of recognition issued by department for promotion of industry and internal trade (DPIIT), Ministry of commerce and Industry, Government of India.
- c. The above documents should be uploaded on GeM. However, Original of the same be submitted at our official address mentioned in this RFP before Bid opening date)
- d. While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of NaBFID from any Bank including NABFID . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than NABFID and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- e. Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- f. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision

by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.

- g. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of NaBFID. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors

- a. The Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors) is as under:

Shri Umakant Lal 403, Bhabha Towers, Grahpravesh Buildtech, Sector 77, Noida UP 201304	Shri Jayant Dasgupta Flat Number L-52, Nivedita Kunj Sector 10, RK Puram New Delhi 110022
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- b. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- c. The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- e. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- f. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- g. The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- h. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions

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

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

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

12. The parties hereby sign this Integrity Pact at _____ on _____

For BUYER
Name of the Officer.
Designation
Office / Department / Branch
NaBFID.

For BIDDER
Chief Executive Officer/
Authorised Signatory
Designation

Witness

1

2

Witness

1.

2.

Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.

NON-DISCLOSURE AGREEMENT FORMAT((On Rs.500/- Stamp paper)

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at _____ between:

NaBFID constituted under the National Bank for Financing Infrastructure and Development Act, 2021 having its headquarters at Mumbai (Full address to be mentioned) through its _____ Department (hereinafter referred to as “NaBFID” which expression includes its successors and assigns) of the ONE PART;

And

_____ having its registered office at _____ (hereinafter referred to as “_____” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for NaBFID and other related tasks.

1. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the “Receiving Party” and the Party disclosing the information being referred to as the “Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. Confidential Information and Confidential Materials:

- “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and / or agents is covered by this agreement

- Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

- Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Concerned Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Concerned Person, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider appoints any sub-contractor (if allowed) then the Service Provider may disclose Confidential Information to such sub-contractor subject to such sub-contractor giving NaBFID an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Concerned Person or sub-contractor shall also be constructed a breach of this Agreement by Receiving Party.
- Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - the statutory auditors of the either party and
 - government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. Rights and Remedies

- Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and / or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and / or Confidential Materials and prevent its further unauthorized use.
- Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - Suspension of access privileges
 - Change of personnel assigned to the job
 - Termination of contract
- Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. Miscellaneous

1. All Confidential Information and Confidential Materials are and shall remain the sole property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
2. Confidential Information made available is provided "As Is," and Disclosing Party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or willful default of Disclosing Party.
3. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

4. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
6. In case of any dispute, both parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties, and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
9. The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. Suggestions and Feedback

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “Feedback”). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the Receiving Party. However, the Receiving Party shall not disclose the source of any Feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ (Month) 20__ at _____ (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

CERTIFICATE OF WAIVER OF MSE FIRMS

(in Letter head of Chartered Accountant)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03 _____. Further we certify that the Company is classified under Micro and Small Enterprise (MSE) as per MSME Act 2006 and subsequent government notifications.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature

Name

Reg.No

VID No.



RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY

(This Certificate should be submitted on the letterhead of the bidder)

Date:

To,

National Bank for Financing Infrastructure & Development (NaBFID)

The Capital, A wing, 15th floor – 1503, G block

BKC,Bandra , Mumbai - 51

Ref.: RFP No.: _____ **Dated:** _____

1. "I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"
2. I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with competent authority. I hereby certify that this bidder fulfills all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by competent authority shall be attached)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

DECLARATION FOR COMPLIANCE

(In Company letterhead)

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Name

Date

Seal of company:

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Signature:

Name

Date

Seal of company:

(If left blank it will be construed that there is no deviation from the specifications given above)

PRE-BID QUERY FORMAT

(To be provide strictly in Excel format)

Consultant Name	S. No	RFP Page No	RFP Clause No.	Query/Suggestions