

राष्ट्रीय अवसंरचना वित्तपोषण और विकास बैंक
National Bank for Financing Infrastructure and Development

(संसद के अधिनियम के माध्यम से स्थापित एक अखिल भारतीय विकास वित्तीय संस्था)
(An All-India Development Financial Institution established through an act of Parliament)

विज्ञापन एवं जनसंपर्क एजेंसियों के पैनलीकरण का अनुरोध
Request for Empanelment of Advertising & Public Relations Agencies
specialising in the following:

- A) Public Relations
- B) Creative & Social Media
- C) Advertising Release Support

National Bank for Financing Infrastructure and Development (“Institution”) invites applications for the aforementioned categories (herein after shall be collectively called as empanelment for Advertising & Public Relations Agencies) from experienced and qualified **Advertising and Public Relations (PR) agencies** for empanelment to support the Institution’s strategic communication initiatives. The selected agencies will assist in enhancing the Institution’s brand visibility, stakeholder engagement, and public outreach across various media platforms.

The agencies meeting the prescribed eligibility criteria are encouraged to apply for empanelment across one or more specialized panels as defined in this RFP, with the option to submit a single, or combination of selected panels. The detailed eligibility requirements for the respective panels and scope of work are available in the **Request for Empanelment (RFE)** document herein.

Submission Guidelines:

The RFE is to be submitted in soft form in electronic format or hard form in sealed envelope with following words super-scribed on it. **“Application for Empanelment of Advertising and PR Agencies - Reference No. NaBFID/CSPEd/RFE/PR/02 Dated 07 Jan 2026”**.

Applications complete in all respects, as per the prescribed format, may be submitted either physically at the designated address or via email **latest by 5 p.m. on January 21, 2026**, or as extended by The Institution.

Address for email submission of Application: rfp@nabfid.org

Address for physical submission of Application:
Corporate Strategy, Partnerships & Ecosystem Department
National Bank for Financing Infrastructure and Development
The Capital, A Wing, 10th Floor - 1004, G Block,
Bandra Kurla Complex, Bandra (East), Mumbai– 400051

For queries, please contact:
Corporate Strategy, Partnerships & Ecosystem Department
Phone- 022-41042000

Place: Mumbai
Date: 07.01.2026

Authorized Official

Schedule of Events

The schedule remains same for all three categories of scope

Sr. No.	Details	Remarks and Timeline
1	Start Date for issue of RFE	RFE may be downloaded from the Institution's website: https://nabfid.org/tenders from Jan 07, 2026
2	Last Date for submission of bids	January 21, 2026

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General Instructions

The interested agencies / companies may send in their applications, as per instructions given below:

1. The Application Format may be duly filled as per requirements and in number of pages, for demonstrating capabilities as required.
2. The supporting documents shall be signed and sealed by the authorised signatory, on all pages.
3. Supporting documents shall be added as Annexures to the duly filled Application Format with references.
4. Statutory Documents such as Incorporation Certificates / PAN No. / Others as applicable, to be enclosed with the duly filled up Application Format.
5. RFE is to be submitted in soft form in electronic format or hard form in sealed envelope.
6. No contractual obligation whatsoever shall arise from this advertisement process.
7. This advertisement is being issued with no financial commitment, and the Institution reserves the right to withdraw the advertisement and change or vary any part thereof or abolish the requirement at any stage.
8. Application submitted without selection of any of the category shall be treated as Non-Responsive. Submitted applications shall be processed only for the opted category(s), and no automatic evaluation for unselected panels will be considered.
9. Failure to meet the specific criteria for one category will not automatically disqualify the Bidder from other opted or selected panels for which they have successfully qualified.
10. Bidders applying for multiple or combined categories under this single application are required to submit only one set of common documents, including the Integrity Pact and other annexures. However, appropriate and relevant additional information pertaining to selected categories are to be added to the Application for the purpose of evaluating the proposal.

1. Introduction

- i. National Bank for Financing Infrastructure and Development (“Institution”) is a specialized Development Finance Institution established in 2021 through an Act of Parliament (*The National Bank for Financing Infrastructure and Development Act, 2021*). It plays a pivotal role in supporting India’s infrastructure sector by facilitating long-term financing, developing bond and derivatives markets, and promoting sustainable economic growth. As part of its strategic outreach, the Institution seeks to enhance its visibility and engagement through professional advertising and public relations efforts.
- ii. This **Request for Empanelment (RFE)** invites detailed proposals from qualified advertising and PR agencies for empanelment to support the Institution’s communication and branding initiatives. The empaneled agencies will assist in conceptualizing, designing, and executing campaigns across print, digital, and broadcast media, aligned with the Institution’s mission and values.
- iii. The objective of this empanelment is to onboard agencies capable of delivering high-impact communication strategies that effectively convey the Institution’s role in infrastructure development, financial innovation, and nation-building. The agencies will be expected to work in accordance with the Institution’s communication guidelines and policy frameworks, ensuring consistency, compliance, and creativity in all outreach efforts.
- iv. The interested applicants (“Applicants”) are advised to go through the entire RFE before submission of applications to avoid any chance of elimination. The eligible applicants desirous of taking up the project for providing proposed services are invited to submit the technical proposal in response to this RFE.
- v. The criteria and the actual process of evaluation of the responses to this RFE and subsequent selection of the successful agency / Applicants will be entirely at the Institution’s discretion. The RFE seeks to obtain proposals from the agencies/ Applicants who have the necessary experience, capability, and expertise to provide the Institution with the proposed services by adhering to the Institution’s requirements outlined in this RFE.
- vi. There should not be any deviation or assumption in terms and conditions as stipulated in this RFE. Conditional offers will be considered as void ab initio. Prior to the detailed evaluation, the Institution will determine the responsiveness of each Bid. For purposes of this clause, a responsive Bid is one, which conforms to all the terms and conditions in toto, without any deviation or assumption.
- vii. Address for submission of requests, contact details including email address for sending communications are given in the front page of this RFE.
- viii. This RFE document shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.
- ix. Applicants are requested to submit information as mentioned in this RFE. Incomplete information may lead to non-consideration of the application.
- x. All such successful Agencies will be compiled into a panel of agencies and will be chosen by the Institution.

2. Disclaimer

- i. The information contained in this RFE, or information provided subsequently to Applicant(s) whether verbally or in documentary form/email by or on behalf of the Institution, is subject to the terms and conditions set out in this RFE.
- ii. This RFE is not an offer by the Institution, but an invitation to receive responses from the eligible applicants.
- iii. The purpose of this RFE is to provide the applicant(s) with information to assist preparation of their proposals. This RFE does not claim to contain all the information each applicant may require. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFE and where necessary obtain independent advice/clarifications. The Institution may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFE.
- iv. The Institution, its employees, secondees and deputed employees make no representation or warranty and shall have no liability to any person, including any applicant 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 RFE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFE and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this process.
- v. The Institution also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any applicant upon the statements contained in this RFE.
- vi. The applicant is expected to examine all instructions, forms, terms and specifications in this RFE. Failure to furnish all information required under this RFE or to submit an application not substantially responsive to this RFE in all respect will be at the applicant's risk and may result in rejection of the application. The Institution reserves the right to reject all or any of the proposal submitted by the applicant without assigning any reason whatsoever.
- vii. The scope of work mentioned below is indicative.
- viii. Commercial quotes are not required to be submitted at the time of bidding for this RFE. The selected agencies will be provided with a detailed scope of work based on specific project requirements. For each segment of the scope, agencies will be selected through a separate techno-commercial or commercial evaluation process aligned with the respective project requirements.

3. Scope of Work :

Category A. Public Relations (PR)

The Public Relations scope encompasses strategic communication activities aimed at enhancing the Institution's visibility, reputation, and stakeholder engagement. Each PR project shall be limited to one of the following activities:

i. Media Relations, Coverage & Crisis Communication

This activity involves managing the dissemination of information to the media and handling reputation-sensitive situations. The deliverables may include:

- Drafting and releasing press releases to traditional media outlets
- Coordinating media coverage for a specific announcement, initiative or activity
- Planning and executing media interactions to support the Institution's public announcements
- Issuing press releases digitally via platforms such as PR Newswire/Business Wire/Others
- Translating the press release into Hindi or other regional languages and distributing it to relevant media houses
- Monitoring media sentiments and preparing a report summarizing public and press reactions

ii. Leadership Media Interaction

This activity focuses on positioning senior leadership through targeted media engagements. The deliverables may include:

- Organizing media interviews/interactions for senior officials
- Facilitating up to four media engagements related to a single announcement
- Preparing briefing documents and post-interaction summaries to ensure message consistency and impact
- Facilitating authored articles for senior management and other spokesperson

iii. Press Conference/Event Management

This activity involves the end-to-end management of a media-facing event. The deliverables may include:

- Drafting press releases along with suggested quotes
- Planning and executing press conferences/media events
- Managing all logistical aspects including drafting and disseminating media invitations and media kits
- Ensuring comprehensive media coverage before and after the event, including facilitating one-on-one media interactions

iv. **Media Training Session**

This activity is designed to prepare senior officials for effective media engagement. The deliverables may include:

- Conducting media training sessions (either half-day or full day)
- Providing training materials, simulations, and feedback reports to enhance media readiness

v. **Sponsorship/Speaking Opportunity Evaluation**

This activity supports strategic visibility through external platforms. The deliverables may include:

- Evaluating sponsorship proposals/speaking engagement opportunities
- Submitting recommendation reports with analysis of visibility, relevance, and strategic alignment

vi. **Awards & Recognition Support**

This scope supports the Institution's efforts to gain recognition through prestigious awards and accolades. Each awards-related project shall be limited to one of the following activities:

- Researching and recommending relevant awards that align with the Institution's achievements, initiatives, or leadership profile
- Preparation and submission of award applications in which the deliverables may include:
 - Coordinating with internal stakeholders to gather necessary documentation and endorsements
 - Drafting the application content in line with award criteria
 - Tracking the status of the application and providing follow-up support as and when required

Category B. Creative & Social Media Management

This scope covers the development of visual and written content, digital engagement, and advertising support. Each creative project shall be limited to one of the following activities:

i. **Content Creation**

This activity involves the production of a single creative asset tailored to internal or external communication needs. The deliverables may include:

- Preparation of employee emailers designed for internal awareness or engagement
- Preparation of motion graphic videos (up to 60 seconds) for digital or social media use
- Preparation of social media posts, including adaptations for different platforms
- Preparation of editorial articles, research backed case-studies, blog posts aligned with the institutional messaging

- Video recording and editing of senior management and project locations, including editing

ii. **Digital Media Buying**

This activity involves planning, purchasing, and optimizing paid media on digital platforms. The goal is to boost visibility and meet campaign objectives. The deliverables may include:

- **Media Planning:** Create a plan based on goals, audience, and budget.
- **Platform Selection:** Choose channels like LinkedIn, Facebook, Instagram, Google Ads.
- **Campaign Setup:** Configure ads with targeting, bidding, and creative assets.
- **Performance Tracking:** Monitor metrics like impressions, clicks, and conversions. Optimize in real time.
- **Reporting:** Share post-campaign reports with KPIs and insights.

Category C. Advertising Design & Release Support

This activity involves the creation and release of advertisements across media platforms. The deliverables may include:

- Releasing advertisements in print or other media as specified in the project brief
- Designing layouts, generating creative options, and translating content between English and any Indian language
- Assisting in identifying suitable advertising methods and media channels
- Preparing drawings, blocks, and artworks required for advertisement release
- Coordinating with media outlets and publications for placement and scheduling
- Ensuring optimal space utilization and cost-effectiveness in advertisement formats
- Submitting final creative artwork for approval, prior to release

Note: No separate charges shall be applicable for design, creative development, or translation services associated with advertisement releases.

4. Eligibility & Evaluation Criteria

Eligibility:

The eligibility criteria & other conditions for empanelment as Advertising and PR Agency:

- Applicants must be corporatized entities (Private/Public Ltd Cos, Partnership Firms, LLPs). At least two projects (Completed Assignments) in the respective selected or opted categories: A) Public Relations, B) Creative & Social Media Management & C) Advertising Design & Release Support shall be provided. These assignments shall be completed within the last two years. The assignments can be retainer or project based (minimum 3 months) and should be with government organizations (Government Departments/ Ministries/ Central & State PSUs/ Central & State Autonomous Bodies) or with organisations/brands featuring in NSE Nifty 0/ BSE Sensex.
- The agency shall have sufficient manpower with adequate technical expertise and experience to carry out the work assigned under the scope of services.

- iii. Promoters / Key Technical Persons / Team Composition: Promoters / Key Technical Persons / Team Composition shall be provided, with their experience details.
- iv. Office Locations: To provide addresses of Corporate Office / Head Quarters as well as Regional Offices, in various States.
- v. Documents Required: Agencies to provide the following documents, as a part of their application submission:
 - a. Copy of Certificate of Incorporation
 - b. Copy of PAN Card
 - c. Covering letter(s), clearly indicating the category(ies) of empanelment request
 - d. Letter of Authority signed by Key Management Personnel (KMP) as per format prescribed in **Annexure – I**
 - e. Audited Annual Accounts for the last 3 years, preceding the application date. In case unaudited quarterly / half yearly / nine monthly reports available, same may be furnished along with audited Annual reports
 - f. Documents relating to the agencies / consultant's experience and specific role / Scope of Works shall be provided in the form of Work Orders / Contracts / LOI / LOA / Completion Certificates for projects being demonstrated as eligible projects for minimum 2 projects (More information can be furnished to demonstrate experience, expertise & capability in the sector and capacity of engagement)
 - g. An undertaking for the below-mentioned points:
 - (1) must be solvent, with no ongoing legal cases affecting solvency or service capability.
 - (2) should have no record of involvement in any unfair/corrupt/fraudulent/collusive/coercive practices.
 - (3) must not have been blacklisted by any Government authority/PSU/FI in India.
 - (4) should not have been convicted in any offence by any Regulatory Authority/Governing body.
 - (5) should have no involvement in criminal/wrongful acts or contempt of court.
 - (6) should have no agreement failure in the BFSI sector in the last three years, nor termination for breach upheld by court/arbitral ruling.
 - h. References (with contact details) from 3 clients, for whom similar Scope of Works have been executed. The Institution at its discretion may obtain opinion on the applicant in respect of its assignments from the respective hiring institution, as per format prescribed in **Annexure – II**
 - i. The application should be filled strictly as per prescribed format prescribed in **Annexure – III**
 - j. The application should also include duly signed Integrity pact as per prescribed format in **Annexure-V**
 - k. The application should also include duly signed Undertaking for ownership control of applicant's firm as per prescribed format in **Annexure-VI**.
- vi. Empanelment will be for the use of National Bank for Financing Infrastructure and Development and shall be done at the sole discretion of the Institution.
- vii. Empanelment does not guarantee any commitment on the part of the Institution to assign

the work. The agency fulfilling the criteria and found suitable will be included in the Institution's Panel and the work will be assigned based on its internal procedure, cost competitiveness, experience with the agency etc.

- viii. The empanelment applications received will be scrutinized and shortlisted for consideration based on the technical criteria (availability of technical & skilled manpower and required assignment done in number & size in the respective sector) as well as credential in the sector (past experience and qualitative aspects of the work done in the respective role). However, empanelment will be at the sole discretion of the Institution based on its need (including number of agencies to be empaneled) and the Institution shall not give any reasons for not empaneling any of the applicants.

Evaluation Criteria (Matrix):

The agencies will be graded basis the documentation being submitted for the specific category – A/B/C mentioned in the evaluation matrix placed below:

S.No	Criteria	Scoring System		
A. Grading Criteria for Empanelment as a Public Relations (PR) agency		Maximum Score - 60		
1	Agency's experience in Public Relations	5 to < 10 yrs	11 to < 15 yrs	≥ than 15 yrs
	Score	10	15	20
2	No. of active empanelment/retainer in PR services with government organizations (Government Departments/ Ministries/ Central & State PSUs/ Central & State Autonomous Bodies)	3 to 5	6 to 9	≥ than 10
	Score	10	15	20
3	No. of active empanelment/retainer in PR services with financial sector entities/BFSI client organisations/brands featuring in NSE Nifty 50/ BSE Sensex	5 to 10	11 to 20	≥ than 20
	Score	6	8	10
4	Average Billing from Public Relations and social media management services across clients for the last three financial years FY 2022-23, FY 2023-24 & FY 2024-25 (CA Certified)	15 to < 20 Cr (In Rs.)	20 to < 30 Cr (In Rs.)	≥ than 30 Cr (In Rs.)
	Score	6	8	10
B. Grading Criteria for Empanelment as a Creative & Social Media Management		Maximum Score – 60		
1	No. of active empanelment/retainer in creative and social media services with financial sector entities/BFSI client organisations/brands featuring in NSE Nifty 50/ BSE Sensex	5 to 10	11 to 20	≥ than 20
	Score	10	15	20
2	No. of active empanelment/retainer in creative and social media services with government organizations (Government Departments/ Ministries/ Central & State	3 to 5	6 to 9	≥ than 10

	PSUs/ Central & State Autonomous Bodies)			
	Score	10	15	20
3	Number of on-roll creative professionals at Mumbai office (Copywriter, designer, graphic designer etc.)	3 to 10	11 to 25	≥ than 25
	Score	6	8	10
4	No. of fresh online/digital campaign including LinkedIn Content Creation, Social Media Campaign for government organizations (Govt. Departments/ Ministries/ Central & State PSUs/ Central & State Autonomous Bodies) or for organisations/brands featuring in NSE Nifty 50/ BSE Sensex during the last financial year 2024-25 for the agency	3 to 8	9 to 15	≥ than 15
	Score	6	8	10
C. Grading Criteria for Empanelment as a Advertising Design & Release Support		Maximum Score – 60		
1	Average Billing from Advertising / Media buying across clients for the last three financial years FY 2022-23, FY 2023-24 & FY 2024-25 (CA Certified)	50 to < 75 Cr (In Rs.)	75 to < 100 Cr (In Rs.)	≥ than 100 Cr (In Rs.)
	Score	10	20	30
2	Average Billing from Advertising / Media buying across clients i.e. government organizations (Govt. Departments/ Ministries/ Central & State PSUs/ Central & State Autonomous Bodies) or for organisations/brands featuring in NSE Nifty 50/ BSE Sensex for the last three financial years FY 2022-23, FY 2023-24 & FY 2024-25 (CA Certified)	10 to < 20 Cr (In Rs.)	20 to < 40 Cr (In Rs.)	≥ than 40 Cr (In Rs.)
	Score	10	20	30
D. Past Campaigns & Assignment – Relevant to category being applied A, B and C		Maximum Score – 40		
1	Demonstration of three (03) best advertisements, PR campaigns, or online/social media campaigns created by the agency during FY 2024–25 for its financial sector clients.	Maximum Score – 20		
2	Assignment: Rebranding Campaign Presentation for the Institution – <i>Print Advertisement / PR Campaign / Online or Social Media Campaign</i> (as per the relevant category being applied for)	Maximum Score – 20		
	Total Score (A/B/C+D)	Maximum Score – 100		

Note:

1. Agencies may apply for any one category within the scope—A, B, or C—or for multiple categories.
2. Agencies applying for more than one category may submit a single application, provided it clearly includes the relevant documentation for each specific category being applied for.
3. The Demonstration and Assignment mentioned in Application should be relevant to the scope being applied. A separate dossier wherever required may be submitted for each category applied for, in cases where the agency applies for multiple categories.
4. In case of non-submission of the documentary evidence against any project(s), the same shall not be considered for evaluation purpose.
5. Page reference numbers of all supporting documents in the Appendix are mandatory.
6. The Institution at its discretion may obtain opinion on the applicant in respect of its assignments from the respective hiring institution.
7. The Agency shall have sufficient manpower with adequate technical expertise and experience to carry out the work assigned under the scope of services.
8. Empanelment does not guarantee any commitment on the part of the Institution to assign any work. The agency fulfilling the criteria and found suitable will be included in the Institution's empaneled list and work will be assigned based on the Institution's internal procedures, experience with agency, cost competitiveness, etc.
9. The Institution will evaluate all applications and shall intimate the applicant of inclusion/exclusion, as the case may be, to the empaneled list. It retains the right to reject, call for additional information, check with references indicated, obtain market feedback and conduct background checks. It also would be reviewing overall empaneled list on periodic basis for inclusions/exclusions at its sole discretion.
10. Fees is payable only on engagement and not on empanelment, as per the scope/milestone decided on case-to-case basis, services of agencies shall be required.
11. The applications received for empanelment will be scrutinized and shortlisted for consideration based on the technical criteria (availability of skilled legal manpower and required assignment done in number & size) as well as market credentials (past experience and qualitative aspects of the work done), detailed evaluation matrix is mentioned under Evaluation Matrix in the document. However, empanelment will be at the sole discretion of the Institution based on its need (including number of agencies to be empaneled) and the institution need not give any reasons for not empaneling any of the applicants.
12. **Only those Applicant(s) will be shortlisted for respective Empanelment category who scores 50 or more marks as stipulated in Evaluation Matrix clause.**
13. All applications with attachments to be addressed via email to: rfp@nabfid.org. In case of physical delivery, all documents shall be sent via post/courier to contact address mentioned in the facing page under heading "Application for Empanelment of Professional Agencies – Empanelment as Advertising and PR Agency".

5. Duration of Empanelment

The successful applicants who have been empaneled after the evaluation of the RFE shall be intimated through email. The empanelment shall be valid for 3 years with annual review, from the date of empanelment. However, the Institution reserves the right to remove any Agency

from the panel any time after giving 15 days' notice even before completion of 3 years.

6. Right to Verification

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

7. Right to Audit

- The Applicant shall be subject to audit by internal/ external auditors appointed by the Institution/ inspecting official from the Reserve Bank of India or peer banks or any regulatory authority, covering the risk parameters finalized by the Institution/ such auditors in the areas of services etc. provided to the Institution and Agency is required to submit such certification by such auditors to the Institution. The Applicant shall facilitate the same. The Institution can make its expert assessment on the efficiency and effectiveness of security, control, risk management, governance system and process created by the Applicant. The Applicant shall, whenever required by the auditors, furnish all relevant information, records/data to them. All costs for such an audit shall be borne by the Institution. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Institution shall provide reasonable notice not less than 7 (seven) days to the Agency before such audit and same shall be conducted during normal business hours.
- Where any deficiency has been observed during audit of the Applicant on the risk parameters finalized by the Institution or in the certification submitted by the auditors, the Applicant shall correct/resolve the same at the earliest and /or within timelines stipulated by the Institution and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Applicant shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed. The remediation of deficiencies will have to be done to the satisfaction of Auditors and/or the Institution and the decision of the Institution in this regard will be final. Failure to correct/resolve any deficiencies shall entitle the Institution to exercise any remedies available to it under this RFE including the right to terminate the empanelment.
- Applicant further agrees that whenever required by the Institution, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Institution/Reserve Bank of India and/or any regulatory authority(ies). The Institution reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Applicant. However, Applicant shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

8. Limitation of Liability

- i. The maximum aggregate liability of the empaneled agency/consultants/applicants in respect of any claims, losses, costs, or damages arising out of or in connection with this RFE shall not exceed the total fees paid by the Institution for the applicable work that resulted in a claim.
- ii. Under no circumstances Institution shall be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - o Claims that are the subject of indemnification pursuant to infringement of third-party intellectual property rights,
 - o Damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Agency/Consultant/Service Provider,
 - o Damage(s) occasioned by Agency/Consultant/Service Provider for breach of confidentiality obligations,
 - o Regulatory or statutory fines imposed by a government or regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Institution.

9. Sub-Contracting

No Sub-Contracting is allowed without the consent of the Institution. However, applicants are, with prior approval permitted, permitted to associate with individual organizations for delivery of select services and for providing specific proposition as deemed necessary by the Institution.

10. Confidentiality

The Institution reserves its right to recall all the Institution's materials including confidential information, if stored in Applicant's system or environment, at any time during the term of the Contract or immediately upon expiry or termination of Contract. The Agency shall ensure complete removal of such material or data from its system or environment (including backup media) to the satisfaction of the Institution.

11. Delay in Consultant/ Agency/ Applicant's Performance

- i. If at any time during the engagement, Consultant/ Agency/ Applicant should encounter conditions impeding timely delivery of the Services, The Consultant/ Agency/ Applicant shall promptly notify the Institution in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Consultant/ Agency/ Applicant's notice, Institution shall evaluate the situation and may, at its discretion, extend Consultant/ Agency/ Applicant s' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- ii. Any delay in performing the obligation/defect in performance by Consultant /Agency/Applicant may result in termination of Contract.

12. Penalties

The Empaneled Agencies shall be liable to pay a penalty of 1% of work order value, per week or part thereof for delay and not adhering to the time schedules of the work order. If the Empaneled Agencies fail to complete the due performance in accordance with the terms and conditions of the work order, the Institution reserves the right either to cancel the work order or to accept performance already made by the empaneled Applicant. Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. Penalty and Liquidated Damages are not applicable for reasons attributable to the Institution and Force Majeure. However, it is the responsibility of the Empaneled Agencies to prove that the delay is attributable to the Institution and Force Majeure. The Empaneled Agencies shall submit the proof authenticated by the Applicant and Institution's official that the delay is attributed to the Institution and/or Force Majeure along with the bills requesting payment.

- The Applicant shall fulfil its obligations under the agreement entered into with the Institution, in a professional manner.
- If any act or failure by the applicant under the agreement results in failure or inoperability of systems and if the Institution must take corrective actions to ensure functionality of its property, the Institution reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- If the applicant fails to complete the due performance of the contract, the Institution reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. Agreement violation will attract penalties.

13. Code of Integrity and Debarment / Banning

- (A) The Applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the application process. Notwithstanding anything to the contrary contained herein, the Institution shall reject application without being liable in any manner whatsoever to the Applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the application process.
- (B) Applicants 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 RFE process or execution of Contract. Failure to do so would amount to violation of this code of integrity.
- (C) Any Applicant 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.
- (D) 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 declarations or providing false information for participation in a RFE 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 Applicants, with or without the knowledge of the Institution, 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 the Institution’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 the Institution’s rights of audit or access to information;
- In accordance with the compliance of adoption of Integrity Pact (As per CVC order no. 41/12/07) Independent External Monitors (IEMs) will monitor and review the entire process. The details of IEMs are as under:

Name	Shri Rais Ahmad	Shri R Nagarajan
Address	Plot - 65, First Floor, Pocket - 1, (Behind Apollo Hospital), Jasola, New Delhi- 110025 Mob: 9910007239	Flat No 3C, Kohinoor Apartments, Kalkaji Extension, Kalkaji, New Delhi- 110019, Mob: 9868549030
Email ID	ahmadrais1959@gmail.com	r.nagarajan.pfc@gmail.com

(E) Debarment/Banning

The Institution shall reserve the right to terminate an Agency’s empanelment at any time without explanation. Grounds for de-empanelment shall include, but not be limited to:

- *Structural Changes*: Change of name, ownership, management, mergers, acquisitions, or demergers affecting the Agency’s eligibility.
- *Ethical Violations*: Breach of Code of Conduct (refer to **Annexure IV**), secrecy, confidentiality, or unethical use of empanelment status.

- *Non-Compliance*: Repeated non-responsiveness, refusal of work without cause, failure to follow the Institution's instructions, or delegation of work without permission.
- *Fraud & Misrepresentation*: Providing false or misleading information, hiding information, falsifying records, or engaging in corrupt, fraudulent, collusive or coercive practices.
- *Legal & Reputational Issues*: Blacklisting by authorities, criminal offenses, legal proceedings affecting solvency, insolvency, or bankruptcy.
- *Misconduct*: Threats, intimidation, abuse of the Institution's representatives, or lobbying for assignments.
- *Performance Issues*: Unacceptable delays, failure to meet quality standards, non-performance, or lack of discipline.
- *Solvency Issues*: Insolvency/bankruptcy or passing of a winding up resolution.

Empanelment/participation of Applicants and their eligibility to participate in the Institution's procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. The following grades of debarment from empanelment/participation in the Institution's procurement process shall be considered against delinquent Vendors/Bidders/Applicants:

(i) Holiday Listing (Temporary Debarment - suspension):

Whenever an applicant is found lacking in performance, in case of less frequent and less serious misdemeanours, the Agencies may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When an Agency is on holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Agency is, however, not removed from the list of empaneled service providers, if any. Performance issues which may justify holiday listing of the Applicants are:

- (a) Applicants who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- (b) Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- (c) Applicants undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(ii) Debarment from participation including removal from empaneled list.

Debarment of a delinquent Agency (including their related entities) for a period (one to two years) from the Institution's procurements including removal from empanelment, wherever such Agency is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Agency from the list of empaneled Agencies are:

- (a) Without prejudice to the rights of the Institution in this RFE, if an Applicant is found by the Institution to have directly or indirectly or through an agent,

engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the application process, such applicant shall not be eligible to participate in any expression of interest/request for proposal issued by the Institution during a period of 2 (two) years from the date of debarment.

- (b) Applicant fails to abide by the terms and conditions or there is change in its production/service line affecting its performance adversely or fails to cooperate or qualify in the review for empanelment.
- (c) If Applicant ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- (d) Bankruptcy or insolvency on the part of the Applicant as declared by a court of law; or
- (e) Banning by Ministry/department or any other government agency.
- (f) Other than in situations of force majeure, technically qualified bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or any other document or security required in terms of the RFE documents.
- (g) If the Central Bureau of Investigation/CVC/C&AG or Compliance/Vigilance Department of the Institution or any other investigating agency recommends such a course in respect of a case under investigation.
- (h) Employs a government servant or the Institution's officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- (i) Any other ground, based on which the Institution considers, that continuation of Contract is not in public interest.
- (j) If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company have been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(iii) Termination for Insolvency

Institution may, at any time, terminate the Contract by giving written notice to the selected agency, if it becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Institution.

(iv) Banning from the Institution

For serious transgression of code of integrity, a delinquent Agency (including their

related entities) may be banned/debarred from participation in a procurement process of the Institution for a period not exceeding three years commencing from the date of debarment.

De-empaneled agencies will have the opportunity to be heard before action is taken. The de-empanelment period will be determined based on severity, and severe cases may result in blacklisting. Re-empanelment thereafter shall be restricted for a period as specified by the appropriate internal authorities, with name changes not permitted for re-application. Legal disputes arising out of such de-empanelments must be resolved in Mumbai courts.

(v) Integrity Pact (IP)

Consultants/Agency/Applicants, only those who commit themselves to Integrity Pact (IP) with the Institution, would be considered competent to participate in the RFE process. In other words, entering into this pact (attached as **Annexure-V**) of this RFE would be the preliminary qualification. IP shall cover all phases of the engagement.

14. Disputes / Arbitration / Mediation (Applicable only in case of successful bidders)

- (A) 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 (The Institution or Applicant), give written notice to other party clearly setting out there in 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 in Mumbai.
- (B) Applicant shall continue to work under the Contract during the arbitration proceedings unless otherwise directed by the Institution or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- (C) Any dispute of value Rupees 10 Crores or above which remains unresolved between the parties will be referred to the Mediation as per the Mediation Act 2023.
- (D) Arbitration / Mediation 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.

15. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

16. Governing Language

The governing language shall be English.

17. Taxes & Duties

- (A) Applicant 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 agency shall include all such taxes in the quoted price.
- (B) Income / Corporate Taxes in India: The Applicant 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 the Bidder shall include all such taxes in the contract price.
- (C) All expenses, stamp duty and other charges/ expenses in connection with the execution of the Contract because of this RFP process shall be borne by agency. The Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

18. Tax Deducted at Source

- (A) Wherever the laws and regulations require deduction of such taxes at the source of payment, the Institution shall effect such deductions from the payment due to applicant. The remittance of amounts deducted and issuance of certificate for such deductions shall be made by the Institution as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Applicant from his responsibility to pay any tax that may be levied in India on income and profits made by agency in respect of this Contract.
- (B) Applicant's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Applicant shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

19. Notices

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date, whichever is later.

Annexure - I – Format for Letter of Authority

Letter of Authority

[Company Letterhead]

Date: [Date]

To Whom It May Concern

This is to formally authorize **[Appointee's Full Name]**, holder of **[Appointee's Identification/Adhaar Number]**, as the official signing authority on behalf of **[Company/ Firm Name]**, registered under the laws of **[Country/State]**, for all matters related to providing **Advertising & Public Relations Agencies** to National Bank for Financing Infrastructure and Development as per the “**Request for Empanelment of Advertising & Public Relations Agencies**” dated _____. This authority includes, but is not limited to, signing documents, contracts, agreements, and performing any related tasks as necessary.

[Appointee's Full Name] has been authorized as per the resolution passed by the Board/ Partners of the of **[Company/ Firm Name]**, to act on behalf of the company/ firm in all matters requiring signatures and other authorizations in connection with [specific operations, business transactions, etc.]. This authorization is valid until further notice, unless otherwise revoked in writing by the company.

Please give full recognition to this individual in all matters where they are required to act as the authorized representative of **[Company/ Firm Name]**.

If you have any further questions or require additional verification, please do not hesitate to contact us.

Sincerely,

[Signature of Authorized Person]

[Full Name of Authorized Person]

[Position/Title]

[Company Name]

[Company Address]

[Contact Information]

Annexure - II – Format for Client References

Submission of Client References

Date: [Date]

To Whom It May Concern

Particulars	Details
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
Email address of the contact person	
Project Details	
Brief Details of Engagement with Scope of Work	
Current Status (In-Progress / Completed)	
Client Feedback	

Annexure – III – Empanelment of Advertising & Public Relations Agencies

**NATIONAL BANK FOR FINANCING INFRASTRUCTURE AND DEVELOPMENT –
EMPANELMENT OF ADVERTISING & PUBLIC RELATIONS AGENCIES**

A. DETAILS OF AGENCY

Particulars	Details
Name of the Agency	
Category applied for (Tick multiple if applying for multiple scope)	<input type="checkbox"/> Public Relations (PR) <input type="checkbox"/> Creative & Social Media <input type="checkbox"/> Advertising Design & Release Support
Nature of Present Activity of Firm	
Office Address	
Name Of Contact Person (Pls provide Senior Personnel Contact)	
Designation	
Email ID	
Mobile No	
Date of Establishment	
If already working / worked with the Institution (if yes, please provide details)	

B. CREDENTIALS & DIRECTOR DETAILS

Financials (₹ in Lacs) [As on March 31, 2025]					
Paid up capital	Net Worth	Revenue	PAT	Borrowings	Debt /Equity
Details of Board of Directors			Directors as under:		
			1.		
			2.		
			3.		
			4.		
Presently empanelled with:					
1.					
2.					
Other previous empanelment:					
1.					
2.					

C. (1) DETAILS OF PAST EXPERIENCE (LAST 3 YEARS) FOR EMPANELMENT OF PUBLIC RELATIONS

Name of the Institution	Services Provided from		Project Size (INR in crores) for which services provided	Detailed Scope*	Client contact details coordinating the engagement – Email ID & Mobile No.
	From	To			

* The Scope of work should be detailed and descriptive, supported by the mandate letter, email, or purchase order from the respective clients or institutions.

(2) DETAILS OF PAST EXPERIENCE (LAST 3 YEARS) FOR EMPANELMENT OF CREATIVE & SOCIAL MEDIA

Name of the Institution	Services Provided from		Project Size (INR in crores) for which services provided	Detailed Scope*	Client contact details coordinating the engagement – Email ID & Mobile No.
	From	To			

*** The Scope of work should be detailed and descriptive, supported by the mandate letter, email, or purchase order from the respective clients or institutions.**

(3) DETAILS OF PAST EXPERIENCE (LAST 3 YEARS) FOR EMPANELMENT OF ADVERTISING RELEASE SUPPORT

Name of the Institution	Services Provided from		Project Size (INR in crores) for which services provided	Detailed Scope*	Client contact details coordinating the engagement – Email ID & Mobile No.
	From	To			

*** The Scope of work should be detailed and descriptive, supported by the mandate letter, email, or purchase order from the respective clients or institutions.**

D. (1) DETAILS OF MANPOWER & EXPERTS (On-roll creative professionals) FOR EMPANELMENT OF PUBLIC RELATIONS

Name of the Expert*	Professional Experience Engagement		Area of Expertise	Organizations worked for	Projects works as Team Lead	Projects worked as Team Member	Scope of works* Undertaken
	From	To					

* Scope of Work to be detailed and descriptive, with minimum to be as provided in the Mandate letter by respective clients / Institutions.

(2) DETAILS OF MANPOWER & EXPERTS (On-roll creative professionals) FOR EMPANELMENT OF CREATIVE & SOCIAL MEDIA

Name of the Expert*	Professional Experience Engagement		Area of Expertise	Organizations worked for	Projects works as Team Lead	Projects worked as Team Member	Scope of works* Undertaken
	From	To					

* Scope of Work to be detailed and descriptive, with minimum to be as provided in the Mandate letter by respective clients / Institutions.

(3) DETAILS OF MANPOWER & EXPERTS (On-roll creative professionals) FOR EMPANELMENT OF ADVERTISING RELEASE SUPPORT

Name of the Expert*	Professional Experience Engagement		Area of Expertise	Organizations worked for	Projects works as Team Lead	Projects worked as Team Member	Scope of works* Undertaken
	From	To					

* Scope of Work to be detailed and descriptive, with minimum to be as provided in the Mandate letter by respective clients / Institutions.

E. FINANCIAL PERFORMANCE

(1) For Empanelment of Public Relations

S.No.	Particulars	Details
1	Average Billing from Public Relations services across clients for the last three financial years (FY 2022-23, FY 2023-24 & FY 2024-25) *	
2	Average Billing from Public Relations services across clients for government organizations (Govt. Departments/ Ministries/ Central & State PSUs/ Central & State Autonomous Bodies) or for organisations/brands featuring in NSE Nifty 50/ BSE Sensex for the last three financial years (FY 2022-23, FY 2023-24 & FY 2024-25) *	

* Provide the average billing value along with CA Certified client type/ wise billing details in crores

(2) For Empanelment of Creative & Social Media

S.No.	Particulars	Details
1	Average Billing from creative and social media management services across clients for the last three financial years (FY 2022-23, FY 2023-24 & FY 2024-25) *	
2	Average Billing from creative and social media management services across clients for government organizations (Govt. Departments/ Ministries/ Central & State PSUs/ Central & State Autonomous Bodies) or for organisations/brands featuring in NSE Nifty 50/ BSE Sensex for the last three financial years (FY 2022-23, FY 2023-24 & FY 2024-25) *	

* Provide the average billing value along with CA Certified client type/ wise billing details in crores

(3) For Empanelment of Advertising Release Support

S.No.	Particulars	Details
1	Average Billing from Advertising / Media buying across clients for the last three financial years FY 2022-23, FY 2023-24 & FY 2024-25*	
2	Average Billing from Advertising / Media buying across clients for government organizations (Govt. Departments/ Ministries/ Central & State PSUs/ Central & State Autonomous Bodies) or for organisations/brands featuring in NSE Nifty 50/ BSE Sensex for the last three financial years (FY 2022-23, FY 2023-24 & FY 2024-25) **	

*** Provide the average billing value along with CA Certified client type/ wise billing details in crores**

F. PUBLIC RELATION/CREATIVE COMPETENCE

(1) For Empanelment of Public Relations

S.No.	Particulars	Details
1	Details of 03 (three) best Public Relations exercise created by the agency in FY 2023-24 for its financial sector clients*	
2	Sample of Assignment – “Rebranding of the institution - PR campaign” *	

(2) For Empanelment of Creative & Social Media

S.No.	Particulars	Details
1	Details of 03 (three) best creatives / social media campaigns created by the agency in FY 2023-24 for its financial sector clients*	
2	Sample of Assignment – “Rebranding of the institution - Creative or Social Media campaign” *	

(3) For Empanelment of Advertising Release Support

S.No.	Particulars	Details
1	Details of 03 (three) best advertisements created by the agency in FY 2023-24 for its financial sector clients*	
2	Sample of Assignment 1 – “Rebranding of the institution - Print advertisement” *	

* Enclose details along with the application form

Note:

1. As a part of the empanelment process, the Institution may seek more information to conclude the empanelment proposal, if required.
2. All pages, once filled shall be duly signed and sealed by Authorised signatory

Annexure IV – Code of Conduct

Upon being inducted into the List of Empanelled Agencies for the Institution, the agencies would be expected to:

- 1) Act professionally, accurately, and in an unbiased manner
- 2) Be truthful and fair to the assigned work without any fear or favor
- 3) Use the information provided by/acquired from the client judiciously
- 4) Maintain confidentiality of all information received/acquired in connection with assignment
- 5) Avoid and/or declare any conflict of interest that may affect the work to be carried out
- 6) Not act in a manner detrimental to the reputation of the Institution or any of its clients
- 7) Co-operate fully in any formal inquiry procedure

Annexure V – Integrity Pact
(On a Stamp Paper of Rs. 500 value)

INTEGRITY PACT

(To be Stamped as an Agreement)

Between

NATIONAL BANK FOR FINANCING INFRASTRUCTURE AND DEVELOPMENT, a statutory body established under the National Bank for Financing Infrastructure and Development Act, 2021 having its office at The Capital, A Wing, 15th Floor- 1503, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400052, hereinafter referred to as “The Institution,”

and

_____ hereinafter referred to as “The Applicant.”

Preamble

The Institution intends to award contract/s for _____, under laid down organisational procedures, The Institution values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its empanelled Consultants/ or Contractor(s).

To achieve these goals, the Institution shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the above mentioned principles.

Section 1 – Commitments of the Institution

- 1) The Institution commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Institution, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Institution shall treat all Applicants with equity and reason during the RFE process. The Bank shall, in particular, before and during the RFE process, provide to all Applicants the same information and shall not provide to any Applicant(s)

confidential / additional information through which the Applicant(s) could obtain an advantage in the RFE process or the contract execution.

- c. The Institution shall exclude from the process all known persons who have a conflict of interest.

Section 2 – Commitments of the Applicant(s)

- 1) The Applicant(s) commits themselves to take all measures necessary to prevent corruption. The Applicant(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.
 - a. The Applicant(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Institution's employees involved in the RFE process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
 - b. The Applicant(s) shall not enter with other Applicants into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - c. The Applicant(s) shall not commit any offence under the relevant IPC/PC Act; further, the Applicant(s) shall not improperly use, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Institution as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The Applicant(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Applicant(s) of Indian Nationality shall furnish the name and address of the foreign Banks, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Applicant(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only.
 - e. The Applicant(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Applicant(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.

- g. If the Applicant or any employee of the Applicant or any person acting on behalf of the Applicant/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Applicant(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Applicant at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 2) The Applicant(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3) The Applicant(s) 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 Employer.

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

If the Applicant(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Institution is entitled to disqualify the Applicant(s) from the tender process or take action as per laid down procedure to debar the Applicant(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

- 1) The Applicant declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Applicant makes an incorrect statement on this subject, the Institution shall act like para 2) of Section 4 above.

Section 6 – Equal treatment of all Applicants / Contractors / Subcontractors

In the case of Sub-contracting, the Institution Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- a. The Institution shall enter into agreements with identical conditions as this one with all Applicants and Contractors.
- b. The Institution shall disqualify from the tender process all applicants who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Applicant(s) / Contractor(s) / Subcontractor(s)

If the Institution obtains knowledge of the conduct of Applicant, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of an Applicant, Contractor or a Subcontractor which constitutes corruption, or if the Institution has substantive suspicion in this regard, the Institution shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- 1) The Institution shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Applicants/Contractors as confidential. They report to the Management of the Institution.
- 3) The Applicant(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Institution, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Applicant(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Institution and recuse themselves from that case.

- 5) The Institution shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Institution and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Institution and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Management of the Institution, within 8 to 10 weeks from the date of reference or intimation to him by the Institution and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Institution a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Institution has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Applicants, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the applicants and exclusion from future business dealings.

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

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.sol

- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.

-----Sd-----

-----Sd-----

(For & On behalf of the Institution)

(For and on behalf of Applicant/ Contractor)

(Office Seal)

(Office Seal)

Place ----- Date -----

Witness 1: _____

Witness 1: _____

(Name & Address)

(Name & Address)

Annexure VI – Undertaking for the Ownership Control of Applicant’s Firm

(To be submitted by the Applicant)

Date:

To,
National Bank for Financing Infrastructure & Development (Institution)
The Capital, A wing, 15th floor – 1503, G block
BKC, Bandra, Mumbai - 400051

Subject: Undertaking Regarding Ownership and Control of the Applicant’s Firm

Dear Sir/Madam,

We, _____ having our registered office at _____, do hereby undertake and confirm that our firm is not owned or controlled by any Director, Employee, or their relatives of the Institution.

We further declare that:

1. No Director or Employee of Institution, or their relatives as defined under Sec 2 (77) Companies Act, 2013, has any ownership, controlling interest, or financial stake in our firm.
2. We have disclosed any potential conflict of interest, if any, and confirm compliance with all applicable guidelines related to procurement and bidding.
3. In case any such conflict of interest is discovered at a later stage, we accept that Institution reserves the right to disqualify our bid or take any appropriate action, as deemed necessary.

For and on behalf of
[Name of the Applicant’s Firm]
Authorized Signatory