

**National Bank for Financing Infrastructure and Development (NaBFID)**  
(An All-India Development Financial Institution established through an act of Parliament)

**REQUEST FOR PROPOSAL (RFP) FOR PROCURING “IT SOLUTION FOR  
COMPLIANCE AUTOMATION (REGULATORY COMPLIANCE HUB) AND  
RELATED ADVISORY SERVICES”**

Reference No. NaBFID/COMPLAINCE/RFP/01 Dated 18 APR 2024

Issuing Office and Address:

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

For queries, please contact:

Compliance Department

Phone- 022-41042000

Email id: rfp@nabfid.org

Last date and time for receipt of bid:

09 May 2024, upto 14:00 hrs IST

**Schedule of Events**

<b>Sr. No</b>	<b>Details</b>	<b>Remarks and Timeline</b>
	Start Date and Time of issue of RFP/ Bid Document Download	<b>18 APR 2024 from 06.00 PM</b>
	Last date and time for requesting. Clarification (pre-bid query).	As per GeM Bid Document
	Online Pre Bid Meeting	Pre-bid meeting will be held on the date and time mentioned in the GeM Bid Document.
	Last date and time for Bid Submission	As per GeM Bid Document
	Date and Time of opening of Technical Bids	As per GeM Bid Document
	Place of opening of Bids (Online)	NaBFID, The Capital, A Wing, 15th Floor - 1503, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051
	Address & Contact Numbers	As above. Phone # 022-41042079
	Contact details	Email ID: <a href="mailto:rfp@nabfid.org">rfp@nabfid.org</a>
	Address for submission of Bids	GeM portal only, Bids documents may additionally be submitted at: <a href="mailto:rfp@nabfid.org">rfp@nabfid.org</a> , (However, in case of any discrepancy in documents enclosed on GeM portal with the documents received through email, the documents enclosed on GeM portal will prevail).
	Date and Time of opening of Commercial Bids through the GEM	Will be advised to bidders qualifying the Eligibility criteria and Technical criteria
	Cost of RFP (Non-Refundable)	Cost of RFP is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs.2,500/- in the form of Demand Draft / Pay Order in favor of “National Bank for Financing Infrastructure and Development” payable at Mumbai for purchasing hardcopy from NaBFID.

**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> for obtaining a Login ID and Password. Detail 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 Bid Security/EMD and Pre-Contract Integrity Pact in the physical form on or before last date and time of bid submission i.e. 09 MAY 2024, 14:00 Hrs. IST. Submission of any bid document through offline mode, except Bid Security/EMD, and 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 is 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](http://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.

EMD of unsuccessful bidders will be returned within 30 days after declaration of successful Bidder.

## Contents

1	Invitation to Bid .....	7
2	Disclaimer .....	8
3	Definitions.....	9
4	Scope of Work .....	9
5	Services and Adherence to Standards .....	10
6	Eligibility & Technical Criteria .....	10
7	Cost of Bid Procurement.....	10
8	Clarification and Amendments on RFP/ Pre-Bid Meeting .....	11
9	Contents of Bid Document.....	11
10	Bid Preparation & Submission.....	12
11	Technical Bid: .....	13
12	Deadline for Submission of Bids .....	13
13	Modification and Withdrawal of Bids .....	13
14	Period of Bid Validity .....	14
15	<b>OPENING OF TECHNICAL BIDS</b> .....	14
16	Technical Bid Evaluation.....	15
17	Opening of Commercial/ Price Bids .....	16
18	Evaluation Methodology.....	16
19	Performance Bank Guarantee by Successful Bidder .....	17
20	Restriction on Procurement due to National Security.....	17
21	Bid Integrity .....	19
22.	Bid Security/ EMD (Refundable) .....	19
23	Contacting NaBFID .....	20
24	Award Criteria and Award of Contract.....	20
25	Powers to vary or omit works .....	21
26	Contract Amendment .....	21
27	NaBFID’s right to accept any bid and to reject any or all Bids.....	22
28	Right to Verification .....	22
29	Right to Audit .....	22
30	Sub-Contracting the work .....	22
31	Timeframe and milestones.....	22
32	Confidentiality .....	22
33	Delay in Service Provider’s Performance.....	23
34	Conflict of Interest .....	23

35	Code of Integrity .....	24
36	Termination for Default .....	25
37	Termination for Insolvency.....	25
38	Force Majeure: .....	26
39	Payment for Service provided.....	26
40	Warranty .....	28
41	Annual Maintenance Contract/Annual Technical Support .....	28
42	Limitation of Liability: .....	29
43	Disputes / Arbitration (Applicable only in case of successful bidders).....	29
44	Applicable Law:.....	30
45	Taxes and Duties:.....	30
46	Tax Deduction at Source:.....	30
47	No Waiver of Bank Rights or Successful Bidder’s Liability:.....	31
48	Bank’s Right to Accept Any Bid and to Reject Any or All Bids: .....	31
49	Non-Transferable Offer .....	31
50	Intellectual Property Rights .....	31
51	RFP Ownership.....	32
52	Proposal Ownership .....	32
53	Tender/RFP Cancellation.....	32
54	Publicity .....	32
55	Language of Bid.....	32
56	Liquidated Damages .....	32
57	Price Validity .....	32
58	Cost & Currency .....	32
59	Escrow Arrangement .....	33
	Appendices.....	35
	Appendix A : Bid Form .....	35
	Appendix B : Eligibility Criteria.....	38
	Appendix C : Technical Criteria.....	40
	Appendix D :Scope of Work.....	42
	Appendix E : Bidder Details .....	45
	Appendix F : Commercial Price Bid.....	46
	Appendix G : Pre-Bid Query Format.....	48
	Appendix-J : <b>PRE CONTRACT INTEGRITY PACT</b> .....	49
	APPENDIX K : NON-DISCLOSURE AGREEMENT FORMAT .....	57

Appendix- : COMMERCIAL BID FORMAT (to be submitted by the Successful Bidder) ... 62

**Appendix : PERFORMANCE BANK GUARANTEE ..... 63**

Appendix : Bank Guarantee Format for Earnest Money Deposit..... 66

**Appendix- : Certificate of Waiver for MSE Firms ..... 67**

Annexure : LETTER FOR REFUND OF EMD ..... 68

Annexure : Bid Security Declaration ..... 69

Annexure : Restriction on Procurement due to National Security ..... 70

Annexure : Declaration for Compliance ..... 71

Appendix- : Format for Submission of Client References..... 72

## Part I

### 1 Invitation to Bid

- a) The National Bank for Financing Infrastructure and Development (hereinafter referred to “NaBFID” or “Bank”), headquartered in Mumbai, India has been established as a development financial institution (DFI) under the National Bank for Financing Infrastructure and Development Act, 2021. The purpose of NaBFID is to work towards developing a market for bonds, loans, and derivatives for infrastructure financing.
- b) This Request for Proposal (“RFP”) has been issued by NaBFID for procuring “IT Solution for Compliance Automation (Regulatory Compliance Hub) and related advisory services” NaBFID proposes to invite Bids from eligible Bidders for Scope of Work mentioned in **Appendix D** of this RFP document.
- c) Interested bidders are advised to go through the entire RFP before submission of bids to avoid any chance of elimination. The eligible bidder desirous of taking up the project for providing of proposed services is invited to submit the technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank’s discretion. The RFP seeks to obtain proposals from the bidders who have the necessary experience, capability, and expertise to provide the Bank the proposed services by adhering to the Bank’s requirements outlined in this RFP.
- d) There should not be any deviation or assumption in terms and conditions as stipulated in this RFP. Conditional offers will be considered as void ab inito. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid. For purposes of this clauses, a responsive Bid is one, which conforms to all the terms and conditions in toto, without any deviation or assumption.
- e) The Bidder shall be any entity (i.e., juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and is willing to provide the service as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- f) Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- g) This RFP document shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.
- h) Please note all the requested information as mentioned in this RFP should be provided. Incomplete information may lead to non-consideration of the proposal.

## 2 Disclaimer

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.

This RFP is not an agreement and is neither an offer nor invitation by the NaBFID to the prospective Bidders or any other person.

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.

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.

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.

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.

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.

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.

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.

NaBFID also has the right to reject all the applications and to go in for a readvertisement without assigning any reason thereof.



### 3 Definitions

Following terms shall be interpreted as indicated below:

“NaBFID” means the National Bank for Financing Infrastructure and Development as incorporated under the National Bank for Financing Infrastructure and Development (NaBFID) Act, 2021. NaBFID, in some places referred to as “Bank” in this RFP.

“Bidder” means an eligible entity/firm, submitting the Bid in response to this RFP.

“Bid” means the written reply or submission of response to this RFP.

“Service Provider”, “Consultant”, or “Vendor” means the respondent to this RFP.

“The Contract” means the agreement entered into between NaBFID and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

“Selected Bidder/Vendor/Service Provider” is the successful Bidder found eligible as per eligibility criteria set out in this RFP.

“Services” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP.

“Purchase Order (PO) or Letter of Award (LoA)” means an official document issued by NaBFID to the selected bidder awarding the contract to the Selected Bidder.

“Total Contract Price/Total Project Cost/TCO” means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.

“Eligibility Bid” means a bid document to identify Bidders who meet the minimum criteria set out by NaBFID to become eligible.

“Eligibility Criteria” means the criteria listed in Appendix – B which a Bidder has to fulfill.

“Eligibility Claim” means the claim against the criteria listed in Appendix – B submitted by the Bidder to become eligible for technical Bid.

“Scheduled Commercial Bank” means all banks are included in the second schedule to the Reserve Bank of India Act, 1934.

### 4 Scope of Work

- a. NABFID is interested in obtaining proposals for the Scope of Work mentioned in **Appendix D of the RFP**. It is important to note that the Bank reserves the right to modify or change the scope of work at any phase. Types of present and future activities and services required by Bank are covered/defined in this RFP is illustrative and indicative but not exhaustive.
- b. The scope& deliverables may also undergo changes/updates due to implementation of new products, technology, projects, configuration requirements, business needs, legal and regulatory requirements etc. Vendors are expected to update and include additional relevant items in these activities to conform to global best practices and currently

available knowledge base. Actual service, scope & deliverables shall be defined at the time of issuance of work/purchase order.

## 5 Services and Adherence to Standards

- a) The Bidder should ensure that the quality of delivery, adhere to quality standards/ timelines stipulated therefor.
- b) The Bidder shall be willing to transfer skills to relevant personnel of NaBFID, by means of training and documentation.
- c) The selected bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. During the course of assignment the selected bidder should provide professional and impartial suggestive measures and advices keeping the Bank's interest as paramount and should observe the highest standard of ethics while executing the agreement.

## 6 Eligibility & Technical Criteria

- a) Bid is open to all Bidders who meet the Eligibility Criteria given in Appendix-B and qualify technical criteria as given in Appendix-C of this document respectively. The Bidder must submit the documents substantiating Eligibility Criteria as mentioned in this RFP document.
- b) The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated. Documents in support of eligibility criteria are required to be submitted along with the technical bid. Offers received from the vendors who do not fulfil any of the following eligibility criteria are liable to be rejected. A Bidder is not permitted to submit more than one Bid.
- c) Bidders who fulfill all the eligibility criteria and score a minimum of 70% in the technical evaluation will be qualified for commercial bid opening. 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.

## 7 Cost of Bid Procurement

- a. The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by NaBFID, or any other costs incurred in connection with or relating to their Bid.
- b. NaBFID shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

## 8 Clarification and Amendments on RFP/ Pre-Bid 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-G 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 i.e. 25 APR 2024 by 14:00 Hrs. (IST)
- 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.

## 9 Contents of Bid Document

- a) The Bidder must thoroughly study/analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- b) Misrepresentation by the Bidder or failure to furnish all information required in this RFP or inconsistent response in submission to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. NaBFID has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

- c) The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and NaBFID and supporting documents and printed shall be submitted in English.
- d) The information provided by the Bidders in response to this RFP will become the property of NaBFID and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

#### 10 Bid Preparation & Submission

- 1) Documents mentioned below should be uploaded on GeM portal only. The same documents duly signed by the authorized signatory may additionally be sent on [rfp@nabfid.org](mailto:rfp@nabfid.org).
  - a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
  - b) Bid covering letter/Bid form as mentioned in **Appendix-A** on Bidder's letter head.
  - c) Specific response with supporting documents in respect of Eligibility Criteria as
    - a. mentioned in **Appendix-B and** Technical Criteria as mentioned in **Appendix-C**
  - d) Bidder's details as per **Appendix-E** on Bidder's letter head.
  - e) A copy of board resolution along with copy of 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 Bid document.
  - f) Copy of registration certificate issued by competent authority as mentioned in Sr No 1 of Eligibility Criteria under **Appendix-B**
- 2) The bidders are advised to upload required documents on GeM portal before the end date and time of submission of bid as mentioned in the RFP. All the required documents should be signed/ stamped by the authorized person(s) before uploading on GeM portal. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.
- 3) If the Technical Bid is not accompanied by any one or more documents mentioned in this RFP, the RFP shall be summarily rejected, and the price bid of such bidder will not be opened.
- 4) The Bid should constitute the Eligibility Criteria and Technical Criteria along with the supporting documents highlighted in Appendix- B and Appendix- C.
- 5) The Commercial Bid should be uploaded separately. Successful bidder is required to provide break up commercial bid in the format Annexure F within 48 hours of declaration of results.
- 6) In case NaBFID extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of NaBFID and Bidders will remain the same.
- 7) The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part

of the Bidder's response to this RFP, will not be considered either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the Bidder's response to this RFP document. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

#### 11 Technical Bid:

- a) The Eligibility Criteria (as per Appendix- B) and Technical Criteria (as per Appendix- C) containing the response to requirements for the "Scope of Work" is to be submitted through GeM Portal.:
- b) The Technical Bid should be complete in all respects and contain all information asked for in this document.
- c) The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders along with technical bid.
- d) Copies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexures and other claims made by the bidder.
- e) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.

#### 12 Deadline for Submission of Bids

- a) Bids must be submitted through GeM Portal only. Additionally, they may be sent through email at [rfp@nabfid.org](mailto:rfp@nabfid.org). by the date and time mentioned in the "Schedule of Events".
- b) In case NaBFID extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of NaBFID and Bidders will remain the same.
- c) Any Bid received after the deadline for submission of Bids prescribed, will be rejected.

#### 13 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.

14 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.

15 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.

## 16 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.

#### 17 Opening of Commercial/ Price 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.

#### 18 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 Appendix-C) & Commercial Price Bid (as per Appendix- F) jointly.



- d. Weightage for technical Bid & Commercial Bid will be in the ratio of **80:20**. The Bidders gets the highest marks cumulatively in Technical & Commercial Bid will be declared as successful Bidder.

Formula for QCBS scoring:

$$S = (T/T \text{ High} \times 80) + (C\text{-Low}/C \times 20)$$

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.

### 19 Performance Bank Guarantee by Successful Bidder

The successful bidder shall provide a Performance Bank Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure L, for 5 % of TCO for the entire period of the contract i.e.5 years and 6 month, with a claim period of one year and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled commercial Bank. In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract. If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful bidder, will be forfeited and the bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years.

### 20 Restriction 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.

## 21 Bid Integrity

- a. Willful 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.

## 22. Bid Security/ EMD (Refundable)

- a. Rs.2,00,000/- (Rupees Two Lac Only) in the form of Demand Draft in favor of National Bank for Financing Infrastructure and Development (NaBFID), payable at Mumbai. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank and should be valid for 12 months from the date of bid submission with a claim period of 45 days.
- b. In case of bidders registered with NSIC/Udyog Aadhaar as MSME or a Start-up Company, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, SME bidders must submit Annexure N in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.
- c. Other terms & conditions relating to Bid security is as under:
  - No interest will be payable on the Bid Security amount.
  - Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per Annexure M
- d. Bid Security will be forfeited in the following cases:
  - If a bidder withdraws its bid during the period of bid validity; or
  - If a Bidder makes any statement or encloses any form which turns out

- to be false / incorrect at any time prior to signing of Contract.
  - In case of successful bidder, if the bidder fails to execute Contract & NDA within the stipulated time
- e. The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement & NDA.

## 23 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.

## 24 Award Criteria and 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.
- i. EMD of successful bidder will be replaced with the security deposit. The successful bidder has to submit 5% security deposit immediately after issuance of LoA/PO.

## 25 Powers to vary or omit works

- a) No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Contract shall be made by the successful Bidder except as directed in writing by NaBFID. NaBFID shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the Contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the Contract, he shall notify NaBFID thereof in writing with reasons for holding such opinion and NaBFID (if required) shall instruct the successful Bidder to make such other modified variation without prejudice to the Contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If NaBFID confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the Total Contract Price as the case may be.
- b) *The determination as to increase or decrease in cost occasioned by any variation shall be done by NaBFID and any such determination shall be binding on the successful Bidder*
- c) In any case in which the successful Bidder has received instructions from NaBFID as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidder, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- d) If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in Total Contract Price, before the finally selected Bidder proceeds with the change.

## 26 Contract Amendment

No variation in or modification of the terms of the Contract shall be made, except by written amendment, mutually agreed and signed by the parties.

### 27 NaBFID's right to accept any bid and to reject any or all Bids

NaBFID reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified under *Award Criteria and Award of Contract*, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NaBFID's action.

### 28 Right to 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.

### 29 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.

### 30 Sub-Contracting the work

The service provider shall not directly or indirectly sub-contract the work to the other party without prior written permission of the Bank. However, it may be required to depute specialized agencies for a particular work, prior approval of which may be sought from the NaBFID before appointing. It shall be entirely service provider's responsibility to pay such agencies in time without any implication on the work.

### 31 Timeframe and milestones

- a) The selected Bidder shall be required to complete the work as mentioned in the Scope of Work in a maximum period of 6 months from the date of signing of the Agreement. The project completion date may be extended by the Bank at its sole discretion.
- b) The bid amount should be provided phase-wise.
- c) The bid amount should be at fixed cost for the delivery of the Scope of Work mentioned in **Appendix D**.

### 32 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 empaneled bidders shall be as per Non-disclosure Agreement placed as Appendix-K 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.

### 33 Delay in Service Provider's Performance

- a) If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Services, Service Provider shall promptly notify NaBFID in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, NaBFID shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- b) Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages and/or termination of Contract (as laid down elsewhere in this RFP document).

### 34 Conflict of Interest

NaBFID requires that Bidder provide professional, objective, and impartial advice and at all times hold NaBFID's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from NaBFID.

Without limitation on the generality of the foregoing, Bidder, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:

**Conflicting Assignment/ Job:** A Bidder (including its Personnel) or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Partner / its personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.

**Conflicting Relationships :** A Bidder (including its Personnel) that has a material business or close family relationship with a member of NBFID's staff who is directly or indirectly involved in any part of

- (i) the preparation of the Terms of Reference of the Assignment/job,
- (ii) the selection process for such Assignment/job, or

- (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Bank throughout the selection process and the execution of the Contract. The respondent to RFP is expected to provide complete details of NaBFID staff associated with the Partner in any manner whatsoever. In case the information is Nil, explicit mention should be made in this regard.

**Conflicting Activities:** A firm that has been engaged by the NaBFID at any time during the past 3 years to provide goods, works or services other than professional services for a program and any of its affiliates, shall be disqualified from providing training services related to those goods, works or services.

Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if NaBFID comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment. In the event of disqualification, NaBFID shall be entitled to forfeit and appropriate the EMD/ Security Deposit (as may be highlighted in the RFP), as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by NaBFID.

### 35 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.

### 36 Termination for Default

NaBFID may, without prejudice to any other remedy for breach of Contract, written notice of not less than 30 (thirty) days, terminate the Contract in whole or in part:

- a. If the Service Provider fails to deliver any or all of the obligations within the time period specified in the RFP/Contract, or any extension thereof granted by NaBFID.
- b. If the Service Provider fails to perform any other obligation(s) under the RFP/Contract.
- c. Violations of any terms and conditions stipulated in the RFP.
- d. On happening of any termination event mentioned in the RFP/Contract.

In the event of failure of the Service Provider to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, NaBFID at its sole discretion may make alternate arrangement for getting the Services contracted with another Service Provider. In such case, NaBFID shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Contract until a ‘New Service Provider’ completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by NaBFID, at no extra cost to NaBFID, for ensuring smooth switch over and continuity of services, provided where transition services are required by NaBFID or New Service Provider beyond the term of this Contract, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Contract.

### 37 Termination for Insolvency

NaBFID may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider 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 to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to NaBFID.

### 38 Force Majeure:

Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

For the purposes of this clause, 'Force Majeure' means extraordinary events or circumstances beyond human control such as an act of God (like a natural calamity) or events such as wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

If a Force Majeure situation arises, Service Provider shall promptly notify NaBFID in writing of such condition and the cause thereof. Unless otherwise directed by NaBFID in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the Force Majeure situation continues beyond continuous period of 30 (thirty) days, either party shall have the right to terminate the Contract by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Contract as a result of an event of Force Majeure. However, the Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Contract.

### 39 Payment for Service provided

The payment shall be released to the selected bidder on completion of the Scope of Work and sign off on the deliverables. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

- a) If any of the items/ activities as mentioned in the price bid is not taken up by the Bank during the course of the assignment, the Bank will not pay the fees quoted by the Bidder in the price bid against such activity/item.
- b) All out of pocket expenses, traveling, and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

- c) The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.
- d) No advance payment will be released against purchase order. Payments will be released only against the Bidder completing the respective milestones. The delivery will be deemed as incomplete if any component of the hardware or software is not delivered. The payment will be made only against invoices and proof of delivery challans.
- e) The AMC and ATS charges shall be paid by the Bank, after completion of at least one year(s) warranty period. AMC will be released on half yearly basis in arrears. ATS Cost will be released on yearly basis in advance (respectively) against submission of preventive maintenance report/service report and proper invoice (as applicable).
- f) In case of non-submission of Performance Bank Guarantee (PBG), Bank will withhold 10% of order value till completion of contract period.
- g) There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the Bidders throughout the contract period. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.
- h) Payment will be released by the Bank, as per above payment terms on submission of deliverables generated by the selected bidder and subsequently verified by the Bank and shall be paid by the Bank within a period of 30 days of date of receipt of undisputed invoice by the Bank.
- i) The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.
- j) Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to earmark, off or adjust any amount due to Bank under any of the clauses of this RFP or subsequent agreement for delay, failure or non-performance of any condition, undertaking, and commitment or for breach of any terms of this agreement.
- k) Billing shall be done at Maharashtra, where the appliance / solution is implemented and GSTIN of respective state shall be used for billing.
- l) The Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

- m) Payment of stamp duty would be as per laws applicable in the respective State of billing.
- n) All payments will be made only by electronic transfer of funds either by NEFT or RTGS. The Bidder therefore has to furnish the Bank Account number to where the funds have to be transferred for effecting payments.
- o) All applicable taxes and duties such as TDS will be deducted at source as per the applicable laws.
- p) Any penalties / liquidated damages imposed on the Bidder for non-performance will be deducted from any payment which is due, as deemed necessary as per Penalties and Liquidated damages clause of the RFP. All the payments will be processed after deducting penalties applicable as per the terms mentioned in the RFP.

#### 40 Warranty

- a. The offer must include comprehensive on-site warranty of at least one year(s) for from the date of complete project sign off by the Bank official which will be given after installation, configuration and commissioning of the hardware if any and software to the satisfaction of the Bank.
- b. The offer must include comprehensive warranty of Software from the date of complete sign off by the Bank official which will be given after go-live of the solution to the satisfaction of the Bank.
- c. Warranty should not become void if Bank buys any other supplemental hardware/software from a third party and installs them with this hardware/software.

#### 41 Annual Maintenance Contract/Annual Technical Support

- a. The Bidder is expected to maintain the equipment supplied/ service for at least two years after the expiry of warranty period.
- b. Warranty and AMC terms & conditions shall cover the total software, including changes to be done in configuration as per Bank requirement, system software etc. procured from the bidder. ---Warranty terms shall also cover the task of configuring/re-configuring the software, other software resources, Operating System hardening, Performance tuning, Loading & configuring operating system updates, integrating with the other hardware procured by Bank and any other tasks related to Hardware & System Software Management. Besides general warranty support, critical support details should be furnished.
- c. Any regulatory /statutory changes or updates or guidelines as required under the directive of Government of India, Reserve Bank of India or any other regulatory/statutory authority must be provided/ upgraded to the Bank free of cost during implementation period.

- d. Bidder is expected to provide unconditional warranty and post-warranty comprehensive maintenance support with 6 hours problem resolution commitment for the contract period.
- e. The ATS charges per annum should be minimum 20% of the cost of software components.
- f. Bank may extend the ATS and AMC period of software for next 2 years after the completion of contract period with mutually agreed terms & conditions and cost.

#### 42 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 Willful 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.

#### 43 Disputes / 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.

#### 44 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.

#### 45 Taxes and 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.

#### 46 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

**47 No Waiver of Bank Rights or Successful Bidder's Liability:**

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

**48 Bank's Right to Accept Any Bid and to Reject Any or All Bids:**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action

**49 Non-Transferable Offer**

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.

**50 Intellectual Property Rights**

The Bidder claims and represents that it has obtained appropriate rights to provide/use the Deliverables and Services upon the terms and conditions contained in this RFP.

The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.

If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.

Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

#### 51 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.

#### 52 Proposal Ownership

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

#### 53 Tender/RFP Cancellation

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

#### 54 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.

#### 55 Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

#### 56 Liquidated Damages

If the Service Provider fails to deliver and / or perform any or all the Services within the stipulated time schedule as specified in this RFP / Contract / Work orders, NaBFID may, without prejudice to its other remedies under the RFP / Contract, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 1 % of total Project Cost for delay of each week or part thereof. The maximum amount that may be levied by way of liquidated damages shall not exceed 10% of the Total Project Cost. Once the maximum deduction is reached, NaBFID may consider termination of the Agreement. Liquidated damages will be levied in addition to the other penalty clauses.

#### 57 Price Validity

Prices payable to the successful bidders as stated in the Contract shall be firm and not subject to any changes at any circumstances during the contract period.

#### 58 Cost & Currency

The offer must be made in Indian Rupees only in Commercial offer.



59 Escrow Arrangement

- a. Bidder has to agree to keep source code of proposed solution with approved / recognized escrow agency under escrow arrangements mutually acceptable to the bank and Bidder for entire project period. Cost of the escrow arrangement to be borne by Bank. Contract will be signed on mutually acceptable terms with bank and escrow agent.
  - b. The application software should mitigate Application Security Risks
  - c. The Bank has right to Audit the Application / Source Code by suitable Security Auditor.
  - d. The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.
  - e. In case the Bidder is coming with software which is not its proprietary software, then the Bidder must submit evidence to the satisfaction of Bank in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.
- .....



**PART II**

Appendices

Appendix A : Bid Form

**BID FORM (TECHNICAL BID)**

[On Company's letter head]

(To be included in Technical Bid)

Date: \_\_\_\_\_

To,

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,

Reference No. NaBFID/COMPLAINCE/RFP/01 dated 10/04/2024

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications/ revisions, if any, furnished by NaBFID and we offer to provide “IT Solution for Compliance Automation (Regulatory Compliance Hub) and related advisory services”. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the details as mentioned in the RFP.

While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NaBFID, connected directly or indirectly with the bidding process, or to any person,

organization or third party related to the Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

- We undertake that we will not resort to canvassing with any official of NaBFID, connected directly or indirectly with the bidding process to derive any undue advantage.
- We also understand that any violation in this regard, will result in disqualification of Bidder from further bidding process.
- It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, NaBFID will have right to disqualify us from the RFP without prejudice to any other rights available to NaBFID.
- We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by NaBFID.
- We agree to abide by all the RFP terms and conditions, and the guidelines quoted therein for the orders awarded by NaBFID up to the period prescribed in the RFP, which shall remain binding upon us.
- In case of declaration as successful Service Provider on completion of the bidding process, we undertake to complete the formalities as specified in this RFP.
- Till execution of a formal contract, the RFP, along with NaBFID's notification of award by way of issuance of Purchase Order/ Letter of Award and our acceptance thereof, would be binding contractual obligation on NaBFID and us.
- We understand that you are not bound to accept any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.

- If our Bid is accepted, we undertake to enter and execute at our cost, when called upon by NaBFID to do so, a contract/ service level agreement (SLA) / Memorandum of Understanding (MOU) in the prescribed form and we shall be solely responsible for the due performance of the Contract.
- Accordingly, we undertake that (a) we shall not withdraw or modify our Bid during the period of Bid validity; (b) we have not made any statement or enclosed any form which may turn out to be false/ incorrect at any time prior to signing of Contract; (c) if we are awarded the Contract, we shall accept Purchase Order and/or sign the Contract with NaBFID, within the specified time period in the RFP. (d) In case we do not comply with any of the above points, NaBFID has the right to forfeit the EMD.
- We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by NaBFID in the RFP document.

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.**

**Appendix B : Eligibility Criteria**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting the Eligibility Criteria, the same will be rejected:

<b>S. No</b>	<b>Eligibility Criteria Details</b>	<b>Compliance (Yes/No)</b>	<b>Supporting documentation</b>
1	The Bidder should be a company registered under Companies Act, 1956/2013 partnership Bidder registered under LLP Act, 2008/ Professional Consulting Firm. The Bidder should be registered for GST. It should not be individual/ proprietorship firm/ HUF etc.		Copy of the certificate of Incorporation issued by the registrar of companies / Registered partnership deed or A Self- Declaration to be furnished by the Bidder on the Company's /partnership firm's letter head for the same.
2	The Bidder should have an experience of at least 5 assignments in projects involving entities regulated by Reserve Bank of India.		A Self-Declaration to be furnished by the Bidder with brief details of such 5 assignments on the Company's letter head for the same.
4	The Bidder should have an average annual turnover of at least INR 4 crores for the last three financial years as per the audited financial statements.		Audited financial statements to be furnished.
5	The Bidder should not have been blacklisted/ debarred by the Central Government/ State Governments/ Semi-Government departments/ Regulatory Authorities/ Financial Institutions/ banks/ Public Sector Undertakings in India		A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.
6	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms.		A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.

7	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the NaBFID.		A Self-Declaration by the Bidder's Firm on Company's letterhead.
8	Bidder must have minimum 100 resources person on its rolls at the time of submission of bid.		A Self-Declaration by the Bidder's Firm on Company's letter head.

**Appendix C : Technical Criteria**

A maximum of 100 marks will be allocated for the technical criteria. The Bidder needs to achieve an overall cut-off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those Bidders who achieve the specified cut-off scores would be short-listed for Commercial Bid Evaluation.

#	Technical Scoring Criteria	Maximum Score	Remarks
1	<p>Annual Turnover of the bidder in the last three financial years (i.e., 2020-21, 2021-22 &amp; 2022-23) (For evaluation purpose, average of three years turnover will be considered)</p> <ul style="list-style-type: none"> <li>• &gt;300 Crore: 15 Marks</li> <li>• &gt;200 to &lt;= 300 Crore Turnover: 10 marks</li> <li>• 100 to &lt;=200 Crore Turnover: 5 marks</li> </ul>	15	
2	<p>No. of Years of experience of the firm in Information Security/ Cyber Security related activities in India in BFSI Sector. (Evidence of the 1st assignment to be enclosed as a proof of experience /experience will be counted from the date of most relevant evidence)</p> <ul style="list-style-type: none"> <li>• &gt;9 Years: 10 Marks</li> <li>• &gt;7 to &lt;=9 Years: 7 marks</li> <li>• &gt;= 5 to &lt;=7 Years: 5 marks</li> </ul>	10	
3	<p>Number of assignments carried out related to Information Technology/Information Security/ Cyber Security Activities for BFSI firms in India during last five financial years from the date of this RFP.</p> <p>Two marks per assignment for different activities/projects</p> <p>(Purchase Order/Work Order and sign off/ work completion confirmation or any other relevant document agreed by the Bank to be submitted as evidence)</p>	10	
4	<p>Number of assignments related to projects in implementation of ISO 27001/ ISO 22301/ ISO 27701 for BFSI firms in India during last five financial years from the date of this RFP.</p> <p>Two marks per assignment for different activities/projects</p> <p>(Purchase Order/Work Order and sign off/ work completion confirmation or any other relevant document agreed by the Bank to be submitted as evidence to be submitted as evidence)</p>	10	
5	<p>Skilled Employees / Resources on role with an experience of more than 2 years related to Information Technology, Information Security &amp; Cyber Security domains.</p> <ul style="list-style-type: none"> <li>• 501 and above Employees: 20 Marks</li> </ul>	20	



	<ul style="list-style-type: none"> <li>• 201 to 500 Employees: 15 Marks</li> <li>• 101 to 200 Employees: 10 Marks</li> </ul> (Declaration on official letter head signed by competent authority to be submitted)  <b>Designation</b> wise (Consultant /Sr Consultant/ Manager etc) and <b>domain</b> wise (IT, Information & Cyber Security) <b>count</b> of resources with minimum experience of 2 years in the reporting domain to be mentioned in the declaration.		
6	Number of assignments related to drafting of RFPs & conducting technical evaluation (end to end from RFP drafting till project finalization) in Information Security projects in BFSI firms in India during last five financial years from the date of this RFP.  Two marks per assignment for different activities/projects  (Purchase Order/Work Order and sign off/ work completion confirmation or any other relevant document agreed by the Bank to be submitted as evidence)	10	
7	Presentation to be made by the Bidder on understanding of requirements in the RFP including but not limited to: <ul style="list-style-type: none"> <li>• Understanding of the objectives of the activities in the RFP</li> <li>• Bidder’s approach, methodology and work plan</li> <li>• Relevant experiences</li> <li>• Proposed Team structure and Governance</li> </ul>	25	
Total Marks		100	

\*Note: Please provide supporting documents to substantiate the above technical criteria.

## Appendix D :Scope of Work

The scope of work is as under-

### **A) IT SOLUTION FOR COMPLIANCE AUTOMATION (REGULATORY COMPLIANCE HUB) should have modules.**

#### **1. Module 1: Regulatory Obligation Register (ROR) along with capability of mapping of controls.**

ROR should have requirements of all the Laws (Statutes), Rules, Regulations, Directions, Circulars, Notifications and Code of Ethics applicable to NaBFID. Each regulation should be listed at micro level along with all its reference such as Regulator, Department, Name of Regulations, date, Heading, Sub-headings, Paragraphs, sub-paragraphs, points etc. and assigned inherent risk according to the Compliance Risk and Control Assessment (CRCA) methodology documented as a part of Advisory Services. A dashboard should be available depicting the list of regulatory obligations, status etc.

#### **2. Module 2: Library of Controls**

All the controls prescribed in respective documents (Policies, SOPs etc.) should be captured along with mapping to the owners, last updated, automated / semi-automated/ manual etc. more importantly the controls should be rated at design level according to the Compliance Risk and Control Assessment (CRCA) methodology documented as a part of Advisory Services. Also, the Key Compliance Indicator (KCI) should be defined for each regulation for monitoring purposes. This module should also be able to monitor the due dates of review/ renewal of Policies and SOPs. A dashboard should be available depicting the status of controls along with necessary details.

#### **3. Module 3: Regulatory Change Module (build over Module 1)**

This module should be capable of including a workflow for dissemination, of new/ changes in laws and regulations, tracking and monitoring of compliances. A dashboard should be available depicting the status.

#### **4. Module 4: Compliance Risk and Control Assessment (CRCA) (build over Module 1)**

This module should be an automated tool for assessment of Compliance Risk of NaBFID according to Compliance Risk and Control Assessment (CRCA) methodology documented as a part of Advisory Services. The module should be capable of calculating Compliance Risk at Bank level annually and based on the development during the quarter, quarterly. Both annual and quarterly Compliance Risk needs to be reported to the Board.

#### **5. Module 5: Compliance Certification at various levels and frequency (build over Module 1)**

This module should be a workflow of Compliance Certification from respective department based on the KCIs defined in Module 1 on the applicable frequency monthly, quarterly, semi-annually, and annually. The compliance certification also includes items such as compliance breach, policy breach etc.

#### **6. Module 6: Compliance Monitoring: for monitoring of Key Compliance Indicators (build over Module 1)**

This module should be a workflow of monitoring KCIs (which have deadlines) and regulatory returns of all the authorities on the applicable frequency monthly, quarterly, semi-annually, and annually. A dashboard should be available depicting the status.

**7. Module 7: Compliance Testing Module (build over Module 1)**

This module should be a full-fledged tool for Compliance Testing Planning, and execution of Compliance Testing, testing design effectiveness and control effectiveness and able to generate report in a format like the Tranche III applicable to Schedule Commercial Banks. A dashboard should be available depicting the status.

**8. Module 8: Compliance Issue Management**

This module should be a workflow for monitoring and tracking of and Compliance Issues arising out of new regulatory requirements or policy requirements. A dashboard should be available depicting the status.

**9. Module 9: Compliance Incident Management**

This module should be a workflow for reporting compliance incidents, it may be regulatory breach or policy breach or any other kind of compliance breach. This module should be able to capture RCA and related to relevant regulations or policy or department or individuals. A dashboard should be available depicting the status.

**10. Module 9: Compliance Advisory**

This module should be a workflow available to the all the department for asking queries and advisory and should be capable of maintain repository subject wise/ department wise/ date-wise etc. A dashboard should be available depicting the status.

**11. Module 11: Regulatory Communication Register**

This module should be in the form of a register to record all the regulatory communications and important regulatory meetings and should have workflow to disseminate, monitor and track the responses both to and fro. A dashboard should be available depicting the status. There should be a separate tab (searchable) for recording / storing the permanent document ( such as constitution document, TAN, PAN, GST, RBI Licenses etc.) of the Bank, all the licenses and regulatory approvals.

**12. Module 12: Regulatory Examination Management**

This module should be able to host the regulatory examination report in its original form with privilege access and include a workflow for dissemination, tracking monitoring the responses to Risk Assessment Report, Inspection Report, Major Area of non-Compliance and Risk Mitigations Plans. A dashboard should be available depicting the status.

- A Wholistic dashboard covering all the 12 modules should be made available with the Management.
- Integration with the GRC System/ Application- This solution should be enabled to interface with GRC System using two-ways API connection to enable to and for data sharing as per the consumption requirement.

**B) Advisory Services**

1. Write Business Requirements Documents (BRD) to include customization according to need and applicability to NaBFID.
2. Creation of Regulatory Obligations Register for all applicable Laws, Rules, Regulations, Circulars, Notifications, Code of Conducts etc. applicable to NaBFID and define Key Compliance Indicators (KCI) for Compliance Monitoring.
3. **Creation of Control Library** and mapping of Controls (Based on the NaBID Policies, SOPs etc.) with each regulatory Obligations.
4. **Develop Compliance Risk and Control Assessment (CRCA) methodology, this document needs to be presented to the Board of NaBFID for approval.**
5. Develop SOPs for NaBFID for all the modules, build on customised user manual provided with each module.
6. Any other services incidental to the implementation of the IT Solutions.
7. The Bidder has to propose Software as a Service (SaaS) solution which should be in line with the applicable regulatory guidelines. End to end responsibility of the solution maintenance including IT security, VA/PT, Backup, etc. will be of the bidder.

Appendix E : Bidder Details

Details of the Bidder

S. No	Particulars	Response
1	Name of the Organisation	
2	Full Postal Address of the Organisation	
3	Full Postal Address of the Office in Mumbai	
4	Names of Directors/ Partners/ Associates	
5	Particulars of the Contact Person of the Bidder 1.1. Name 1.2. Address 1.3. Mobile Number 1.4. Email Address	
6	Date of Incorporation and/or commencement of Business	
7	Details of Certificate of incorporation <i>(Enclose certified copies of documents as an evidence)</i>	
8	Brief description of the Bidder including details of its main line of business	
9	Company website URL	
10	Registration with Govt. Authorities Income Tax (Pan) No. (ii) GSTIN Number (iii)EPF Registration No. (iv) ESI Registration No. (v) Labour License No. <i>(Enclose certified copies of documents as an evidence)</i>	

**Name & Signature of authorized signatory**

**Seal of Company**

Appendix F : Commercial Price Bid

The Bidders are advised to note and ensure compliance with the payment terms while quoting their rates. The rate quoted by the Bidder shall remain fixed from the date of contract and rate shall cover all out-of-pocket related expenses but excluding Goods & Service Tax (GST).

**COMMERCIAL BID FORM**  
[On Company’s letter head]

Date: \_\_\_\_\_

To,

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,

Reference No. NaBFID/COMPLAINCE/RFP/01 dated 10/04/2024

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications/ revisions, if any, furnished by NaBFID and we offer to provide “IT Solution for Compliance Automation (Regulatory Compliance Hub) and related advisory services”. Our attached Financial Proposals is for the sum of:

**[Insert amount(s) in words and figures]**

This amount is inclusive of prices i.e., Total professional fees (INR) excluding applicable taxes. 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.

Details	Bidding Amount (in Rs. Lakhs)
Phase I – Development of IT Solution (Regulatory Compliance Hub)	
Phase II – Advisory Services	

Details	Bidding Amount (in Rs. Lakhs)
Annual Maintenance Charges (AMC) / ATS (From Second Year onward) – as a % of IT Solution cost.	
Change Request cost per man days	

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.**

Appendix G : Pre-Bid Query Format

**Pre-Bid Query Format**

(To be provide strictly in Excel format)

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



Appendix-J : 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)**

- d. 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.
- e. 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.
- f. 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)
- g. 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.
- h. 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.
- i. 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.

- j. 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
--	---

- 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.**



APPENDIX K : NON-DISCLOSURE AGREEMENT FORMAT

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 confidentiality 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		

Appendix- : COMMERCIAL BID FORMAT (to be submitted by the Successful Bidder)

particulars	Capital cost			Revenue Cost (AMC/ATS)					Total Amount
Item	Qty (a)	Unit cost (b)	Total Cost (axb)	1 <sup>st</sup> year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	

**Appendix : PERFORMANCE BANK GUARANTEE**

( To be submitted during the empanelment period, against project/activity allotment)

Note:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (not less than Rs.500/-).

**To:**

\_\_\_\_\_  
National Bank for Financing Infrastructure & Development (NaBFID)

The Capital, A wing, 15<sup>th</sup> floor – 1503, G block

BKC,Bandra , Mumbai - 51

Dear Sir,

In consideration of **To:** \_\_\_\_\_s, National Bank for Financing Infrastructure & Development (NaBFID), The Capital, A wing, 15<sup>th</sup> floor – 1503, G block, BKC,Bandra , Mumbai – 51, placing an order under Empanelment of Information Technology/Cyber Security Service Providers (ITCSSPs) \_\_\_\_\_( company name) having registered office at \_\_\_\_\_ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said contract), we \_\_\_\_\_( Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at \_\_\_\_\_ presently located at \_\_\_\_\_ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the ) for Request for Proposal (RFP) for Empanelment of Information Technology/Cyber Security Service Providers (ITCSSPs) as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we \_\_\_\_\_ (Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said

contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We \_\_\_\_\_(Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid will you unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until \_\_\_\_\_, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before \_\_\_\_\_, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the vendor and at our discretion, provided such request is served on the bank on or before \_\_\_\_\_.

Failure on part of the vendor in this respect shall be treated as a breach committed by the vendor and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance act or omission on your part or any indulgence by you to the vendor or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the vendor, the beneficiary of this guarantees i.e. Yourself, and ourselves i.e. \_\_\_\_\_(Name of the Guarantor Bank), unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing. This guarantee is non-assignable and non-transferrable.



Notwithstanding anything contained herein above:

1. Our liability under this bank guarantee shall not exceed ( 3% - 10%) of the project cost.
2. This bank guarantee shall be valid up to \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before \_\_\_\_\_ 12:00 hours (Indian standard time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

This guarantee deed must be returned to us upon expiration of the period of guarantee

Signature .....

Name .....

(In Block letters)

Designation .....

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

Appendix : Bank Guarantee Format for Earnest Money Deposit

To:

\_\_\_\_\_

National Bank for Financing Infrastructure & Development (NaBFID)

The Capital, A wing, 15<sup>th</sup> floor – 1503, G block

BKC,Bandra , Mumbai - 51

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_ (Date) for the execution of (Name of Contract) \_\_\_\_\_ (hereinafter called "the Tender") in favour of \_\_\_\_\_ hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, \_\_\_\_\_(name of the issuing Bank), a body corporate constituted under the \_\_\_\_\_having its Head Office at \_\_\_\_\_amongst others a branch/office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs \_\_\_\_\_(Rupees \_\_\_\_\_only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
  - (i) fails or refuses to execute the Agreement, if required; or
  - (ii) fails or refuses to furnish the performance security, in accordance with clause \_\_\_\_\_ of conditions of Contract.

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_only)
- ii) This Bank Guarantee is valid up to \_\_\_\_\_ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2023.

(SIGNATURE & SEAL OF THE BANK)

**Appendix- : Certificate of Waiver for 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.

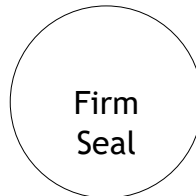
Chartered Accountant Firm Name

Signature

Name

Reg.No

VID No.



Annexure : LETTER FOR REFUND OF EMD

(To be submitted by the unsuccessful bidders)

Date:

To,

National Bank for Financing Infrastructure & Development (NaBFID)

The Capital, A wing, 15<sup>th</sup> floor – 1503, G block

BKC,Bandra , Mumbai - 51

We \_\_\_\_\_ (Company Name) had participated in the Request for Proposal (RFP) for \_\_\_\_\_ and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

<b>Sr. No.</b>	<b>Bidder Name</b>	<b>DD/BG Number</b>	<b>Drawn on (Bank Name)</b>	<b>Amount (Rs)</b>

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Sign

Name of the signatory

Designation

Company Seal.

Annexure : Bid Security Declaration

To,  
National Bank for Financing Infrastructure & Development (NaBFID)  
The Capital, A wing, 15<sup>th</sup> floor – 1503, G block  
BKC, Bandra, Mumbai - 51

Dear Sir,

**Subject: Request for Proposal (RFP) for \_\_\_\_\_**

We \_\_\_\_\_ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

1. If the bid submitted by us is withdrawn/modified during the period of bid validity.
2. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
3. In case of we becoming successful bidder and if:
  - a) we fail to execute Contract within the stipulated time.
  - b) we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Date:

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Authorized Signatories

(Name & Designation, seal of the firm)

Annexure : 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, 15<sup>th</sup> 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 #

Annexure : 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)

Appendix- : Format for Submission of Client References

To whosoever 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	
Current Status (In-Progress / Completed)	

Name & Signature of authorized signatory