

राष्ट्रीय अवसंरचना वित्तपोषण और विकास बैंक (नैबफिड)

National Bank for Financing Infrastructure and Development (NaBFID)

(संसद के अधिनियम के माध्यम से स्थापित एक अखिल भारतीय विकास वित्तीय संस्था)

(An All-India Development Financial Institution established through an act of Parliament)

**कनिष्ठ और मध्य प्रबंधन पदों पर मानव संसाधन भर्ती हेतु मानव संसाधन भर्ती
कंसल्टेंट्स के पैनल के विस्तार हेतु प्रस्ताव निवेदन**

**REQUEST FOR PROPOSAL FOR EXPANSION OF EMPANELMENT OF HUMAN RESOURCES
RECRUITMENT CONSULTANTS FOR HIRING MANPOWER IN JUNIOR & MIDDLE
MANAGEMENT POSITIONS**

जारी करने वाला कार्यालय और पता:

नेशनल बैंक फॉर फाइनेंसिंग इन्फ्रास्ट्रक्चर एंड डेवलपमेंट
द कैपिटल, ए विंग, 15वीं मंजिल - 1503, जी ब्लॉक,
बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400051

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.

प्रश्नों के लिए, कृपया संपर्क करें:

ईमेल आईडी: rfp@nabfid.org

For queries, please contact:

Email id: rfp@nabfid.org

भरे हुए आवेदन प्राप्त करने की अंतिम तिथि और समय

15 जुलाई 2024 को 1500 बजे तक

Last date and time for receipt of filled in application.

Up to 3:00 PM on 15th July 2024

राष्ट्रीय अवसंरचना वित्तपोषण और विकास बैंक (नैबफिड)
National Bank for Financing Infrastructure and Development (NaBFID)

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सन्दर्भ/ष Ref: NaBFID/HR/RfP/24-25/002 dated 27th June 2024

Schedule of Events

	Particulars	Remarks
1	Coordinates for correspondence	Email ID: rpf@nabfid.org 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.
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from 1. NaBFID website: https://nabfid.org/tenders
3	Last date for requesting clarification.	Up to 4.00 PM on 02 nd July 2024 All communications regarding points / queries requiring clarifications shall be given by email to rpf@nabfid.org
4	Pre - bid Meeting (physical / online meeting)	3:00 PM on 3 rd July 2024, National Bank for Financing Infrastructure and Development (NaBFID) The Capital, A Wing, 15th Floor - 1503, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.
5	Clarifications to queries raised at pre-bid meeting will be provided by NaBFID.	On 04 th July 2024,
6	Last date and time for Bid submission	Up to 3:00 PM on 15 th July 2024
7	Address for submission of Bids	For email submission: rpf@nabfid.org physical submission: National Bank for Financing Infrastructure and Development (NaBFID) The Capital, A Wing, 15th Floor - 1503, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.
8	Date and Time of opening of Bids	3:30 PM on 15 th July 2024 Authorized representatives of Bidders may be present during opening of the Bids. However, Bids would be opened even in the absence of any or all the Bidder representatives.

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Part I

1. Invitation to BID

- a) **National Bank for Financing Infrastructure and Development** (herein after referred to as “**NaBFID**”), has its Head Quarters Office in Mumbai. This Request for Proposal (“RFP”) has been issued by **NaBFID** for expansion of empanelment of HR Recruitment Consultants for hiring manpower at Junior & Middle Management Level. Currently we have three empaneled recruitment consultants for hiring manpower at Junior & Middle Management Level
- b) In order to meet the service requirements, NaBFID proposes to invite Bids from eligible Bidders as per details/scope of work mentioned in Appendix-E of this RFP document.
- c) Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and 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.
- d) Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- e) The purpose of NaBFID issuing this RFP is to seek a detailed technical proposal for procurement of the service desired in this RFP.
- f) This RFP document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- g) Interested Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing services for NaBFID are invited to submit their technical 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 NaBFID’s discretion. This RFP seeks proposals from Bidders who have the necessary experience, capability & expertise to provide NaBFID with the proposed service adhering to NaBFID’s requirements outlined in this RFP.

2. Disclaimer

- a) The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of NaBFID, is subject to the terms and conditions set out in this RFP.
- b) This RFP is not an offer by NaBFID, but an invitation to receive responses from the eligible Bidders.
- c) The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. 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.
- d) NaBFID, its employees, secondees and deputed employees 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.
- e) 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.
- f) 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.
- g) The issue of this RFP does not imply that NaBFID is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and NaBFID reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP (Section 16).

3. **Definitions:**

In this connection, the following terms shall be interpreted as indicated below:

- a) “NaBFID” means the National Bank for Financing Infrastructure and Development as incorporated under the National Bank for Financing Infrastructure and Development (NaBFID) Act, 2021.
- b) “Bidder” means an eligible entity/firm, submitting the Bid in response to this RFP.
- c) “Bid” means the written reply or submission of response to this RFP.
- d) “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.
- e) “Selected Bidder/Vendor/Service Provider” is the successful Bidder found eligible as per eligibility criteria set out in this RFP.
- f) “Services” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Bidder covered under this RFP.
- g) “Purchase Order” means an official document issued by NaBFID to the selected bidder awarding the contract to the Selected Bidder.
- h) “Eligibility Bid” means a bid document to identify Bidders who meet the minimum criteria set out by NaBFID to become eligible for the technical Bid.
- i) “Eligibility Criteria” means the criteria listed in Appendix – B on the achievement of which a Bidder becomes eligible for technical Bid.
- j) “Eligibility Claim” means the claim against the criteria listed in Appendix – B submitted by the Bidder to become eligible for technical Bid.
- k) “Non-disclosure Agreement or NDA” means a contract by which NaBFID and the Bidder agree not to disclose confidential information that they have shared with each other as a necessary part of doing business together.
- l) “Scheduled Commercial Bank” means all banks are included in the second schedule to the Reserve Bank of India Act, 1934.

- m) “Manpower Services” means all services, scope of work and deliverables to be provided by the Bidder as described in the RFP.
- n) “TOR” means Terms of Reference which would highlight the exact scope of work for hiring particular positions at NaBFID

4. Scope of Work:

As given in **Appendix – E** of the RFP

5. Eligibility & Technical Criteria:

- a) Bid is open to all Bidders who meet the Eligibility Criteria and technical criteria as given in Appendix-B & Clause 14 of this document respectively. The Bidder must submit the documents substantiating Eligibility Criteria as mentioned in this RFP document.
- b) A Bidder is not permitted to submit more than one Bid.

6. Cost of Bid Procurement:

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. 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.

7. Clarification and Amendments on RFP / Pre-Bid Meeting:

- a) A bidder requiring any clarification on RFP may notify NaBFID in writing strictly as per the format given in Appendix-J by email within the date/time mentioned in the Schedule of Events.
- b) A pre-Bid meeting will be held in person / 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.

- c) The queries received (without identifying source of query) and response of NaBFID thereof will be posted on NaBFID's website or conveyed to the Bidders via email or any other medium as may be deemed fit by NaBFID.
- d) 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 interested parties/Bidders are advised to check NaBFID's website 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.
- e) 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.
- f) Queries received after the scheduled date and time will not be responded to/acted upon.

8. 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 submission of Bid not responsive 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 literature 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.

9. BID Preparation & Submission:

- a) Documents mentioned below are to be sent on rfp@nabfid.org with digital signature of authorized signatory or submitted physically with signature of authorized signatory and official stamp of the organization. Vendors can also send in their hardcopy to NaBFID office.
- b) The Bid should constitute the Eligibility cum Technical Bid along with the supporting documents highlighted in Appendix B.

Eligibility cum Technical Bid: The Eligibility cum Technical Bid containing the response to the requirements is to be submitted through email to rfp@nabfid.org copy keeping into consideration the following:

- a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- b) All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature
- c) Bid covering letter/Bid form as mentioned in Appendix-A on Bidder's letter head.
- d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in Appendix-B
- e) Bidder's details as per Appendix-D on Bidder's letter head.
- f) 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.

10. Deadline for Submission of Bids:

- a) Bids must be submitted through email submission to rfp@nabfid.org or physical copy may be submitted at the address of NaBFID's office - The Capital, A Wing, 15th Floor - 1503, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051. 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.

11. 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 physical copy/e-mail, 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.

12. Period of Bid Validity:

- a) Bid shall remain valid for a duration of 180 calendar days from Bid submission date 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.

13. Bid Integrity:

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. All the submissions, including any accompanying documents, will become property of NaBFID. 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.

14. Evaluation Methodology:

The proposals will be evaluated by the bank based on their competitiveness and suitability to the Bank's requirements.

Bids received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms 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 Proposal opening on behalf of the firm.

The vendors will be evaluated as per the below mentioned criteria.

Sno	Criteria Description	Max Score	Min Score
1	<p>The Applicant should have minimum 3 years' experience (in India) in filling junior & middle management positions in at least two of any of the following:</p> <p>1)Banks (Public Sector Banks and Other Scheduled Commercial Banks with a market cap of Rs.25,000 cr. and above as on 31.03.2024) 2)All-India Financial Institutions 3)Nationalized Insurance Companies 4)PSUs 5) Infrastructure Lending organisations</p> <p>Marking for experience (in India) in filling junior & middle management positions >3 years to 7 years -10 marks >7 years and up to 10 years – 20 marks >more than 10 years – 30 marks</p> <p>Marking for experience (in India) in filling junior & middle management positions (Startups & MSEs) >Upto 02years -10 marks >02 years and up to 05 years – 20 marks >more than 05 years – 30 marks</p>	30	10
2	<p>Experience in hiring of personnel at junior & middle Management Level (In the CTC range of 12 Lakhs to 35 Lakhs) in the last 3 years in any of the following:</p> <p>1)Banks (Public Sector Banks and Other Scheduled Commercial Banks with a market cap of Rs.25,000 cr. and above as on 31.03.2024) 2)All-India Financial Institutions 3)Nationalized Insurance Companies 4)PSUs 5) Infrastructure Lending organisations</p> <p>Marking for bidders No of clients where work orders executed successfully : up to 10 : 10 Marks 11 to 20 : 15 Marks 20+ : 20 Marks</p>	20	10

	Marking for bidders (Startups & MSEs) No of clients where work orders executed successfully : up to 05 : 10 Marks 06 to 10 : 15 Marks 10+ : 20 Marks		
3	A presentation on Methodology followed for undertaking the assignment.	20	
4	Average annual gross turnover of the agency in the last three audited financial years viz 2021-22 ,2022-23 & 2023-24 (In case audited balance sheets not available for Fy2023-24 then CA certified financials can be submitted) Marking for turnover Less than 3 crores – 2 marks 3 crores–7 crores - 5 marks 7 crores to 15 crores -7 marks More than 15 crores - 10 marks Marking for turnover (Startups & MSEs) Less than 1 crores – 2 marks 1 crores–5 crores - 5 marks 5 crores to 10 crores -7 marks More than 10 crores - 10 marks	10	-
5	Dedicated team support to be provided to NaBFID with relevant educational background, qualifying experience, and credentials.	20	-
	Total	100	-
	Minimum Marks required for Qualification		45

Bidders will have to score minimum score across points (1 to 2) for being eligible to Bid. Additionally, bidders scoring less than 45 marks at an overall level (cut-off score) out of 100 marks in the technical evaluation, shall not be considered for the selection process and will not be considered as qualified.

Eligibility criteria mentioned at S. No 1,2&4 in the table above is relaxed for Startups & MSEs (as mentioned above) subject to their meeting of quality and technical specifications. Bidder to note the following:

- Start-up company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT) (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce &

Industry, Govt. of India with the technical Bid.

- As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy. MSEs registered under Udyog Aadhaar Memorandum (UAM), validity of which is till 31.03.2022, are also eligible to avail the benefits under the Policy

If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

However, if the number of bidders who secure the score of 45 marks and above is 3 or more, Bank will decide on the number of firms to be empanelled and accordingly shortlist the top bidder/s (based on their scoring) who have been technically qualified for empanelment, or up to 5 bidders who have secured the minimum qualifying score in the above scenario.

In the event, the number of bidders scoring more than 45 marks is less than 3, NaBFID would have the discretion to either empanel bidders as per revised criteria or look at other suitable avenues as decided by the Bank.

All proposals will be assessed based on a technical proposal evaluation process.

15. 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 vendors are empaneled.
- 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

16. Award Criteria and Award of Contract:

- a) NaBFID will notify successful Bidder in writing by way of issuance of Empanelment Letter 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.
- b) The successful Bidder will have to submit Non-disclosure Agreement strictly as per the format given in Appendix-I of this RFP together with acceptance of all terms and conditions of RFP.

- 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, the Contract and NDA should be submitted.
- d) The successful Bidder shall be required to enter into a Contract with NaBFID within 21 days.
- e) Till execution of a formal contract, the RFP, along with NaBFID's notification of award by way of issuance of Empanelment Letter and Service Provider's acceptance thereof, would be binding contractual obligation between NaBFID and the successful Bidder.
- f) 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.
- g) 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.
- h) The selected Vendor would need to execute (i) a service level agreement (SLA) / Memorandum of Understanding (MOU) or Empanelment Agreement 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 and (ii) Non-Disclosure Agreement (NDA). The cost and expenditure of the same needs to be borne by the bidder.
- i) Commercial Quotes are not required for the Bid for this RFP. The selected bidder(s) will be provided with TOR basis hiring requirements. Vendor for each TOR would be selected by a separate Techno-Commercial evaluation based on the weightage of technical and commercial criteria mentioned in the TOR
- j) The bidder will have to provide an interest-free Security Deposit / Performance Bank Guarantee, of a sum as decided by the Bank, while entering into the agreement.

17. 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. 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.

- b) 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.
- c) 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.

18. Waiver of Rights:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

19. 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.

20. 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 in Section 16 (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.

21. Penalties:

The Empaneled Applicant shall be liable to pay a penalty of 1% of Work Order value, per week or part thereof for delay and not adhering to the time schedules of the Work Order.

If the empaneled Applicant fails to complete the due performance in accordance with the terms and conditions of the Work Order, the Bank reserves the right either to cancel the Work Order or to accept performance already made by the empaneled Applicant.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Empanelled Applicant to prove that the delay is attributable to the Bank and Force Majeure. The Empanelled Applicant shall submit the proof authenticated by the Applicant and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

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

22. 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.

23. Right to Audit:

The Service Provider shall be subject to audit by internal/ external auditors appointed by NaBFID/ inspecting official from the Reserve Bank of India or peer banks or any regulatory authority, covering the risk parameters finalized by NaBFID/ such auditors in the areas of services etc. provided to NaBFID and Service Provider is required to submit such certification by such auditors to NaBFID. Service Provider shall facilitate the same. NaBFID can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by NaBFID. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, NaBFID shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

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 and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed. The remediation of deficiencies will have to be done to the satisfaction of Auditors and/or NaBFID and decision of NaBFID in this regard will be final. Failure to correct/resolve any deficiencies shall entitle NaBFID to exercise any remedies available to it under this RFP/Contract including the right to terminate the Contract.

Service Provider further agrees that whenever required by NaBFID, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the NaBFID/Reserve Bank of India and/or any regulatory authority(ies). NaBFID reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

24. Sub-Contracting:

Bidders are permitted to associate with individual organizations for delivery of select services and for providing specific proposition to the bank as deemed necessary to address the scope of work as may be specified in the terms of reference.

25. Duration of Empanelment:

Post the evaluation process, the shortlisted applicants will be empaneled for a period of 3 years during which Bank may, at its discretion, issue a work order with the empaneled Applicant/s for hiring manpower in junior & middle management positions in the Bank \Subsidiaries \Joint ventures as and when established. NaBFID reserves the right to extend the duration of the empanelment to a further period of 2 years on the basis of performance of the vendors. Performance will be reviewed annually.

Bank will not consider substitution of professional staff during contract period unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as long leave, death or medical incapacity or if the professional staff has left the organization.

Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the Bank and to the full satisfaction of the Bank

26. 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 (governed by the subsequent Terms of Reference issued to empaneled bidders).
- 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.

“Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the

forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

27. Confidentiality:

Confidentiality obligation shall be as per Non-disclosure Agreement placed as **Appendix-I** to this RFP.

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.

28. 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 termination of Contract (as laid down elsewhere in this RFP document).

29. Service Provider’s Obligation:

- a) Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract. It will also ensure that any change in its constitution, ownership or any material incident having a bearing on its performance obligation towards NaBFID will be immediately brought to the notice of NaBFID along with an action plan to cure deficiencies, if any, arising therefrom.

- b) Service Provider is obliged to work closely with NaBFID's staff, act within its own authority and abide by directives issued by NaBFID from time to time and complete implementation activities.
- c) Service Provider will abide by the job safety measures prevalent in India and will free NaBFID from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold NaBFID responsible or obligated.
- d) Service Provider is responsible for activities of its personnel and will hold itself responsible for any misdemeanors.
- e) Service Provider shall treat as confidential all data and information about NaBFID, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of NaBFID as explained under 'Non-Disclosure Agreement' in Appendix-I of this RFP.
- f) Without NaBFID's prior written permission, Service Provider shall not store or share NaBFID's materials including confidential information outside the geographical boundary of India or in/with a public cloud.
- g) Service Provider agrees that it shall communicate to NaBFID well in advance along with detail plan of action, if any changes in Service Provider's environment / infrastructure is of the nature that may have direct or indirect impact on the Services provided under the Contract or operations of its Services.
- h) Service Provider shall ensure confidentiality, integrity, and availability of NaBFID's information at all times.

30. 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, 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 0.5% of total Project Cost for delay of each week or part thereof. The maximum amount that may be levied by way of penalty shall not exceed 10% of the Total Project Cost. Once the maximum deduction is reached, NaBFID may consider termination of the Agreement.

31. Conflict of Interest:

Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NaBFID shall be entitled to forfeit and appropriate the security (as may be highlighted in the TOR), as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by NaBFID and not by way of penalty for, inter alia, the time, cost and effort of NaBFID, including consideration of such. Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to NaBFID under the RFP and/ or the Contract or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- the Bidder or Associate (or any constituent thereof) and any other Bidder, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, member or Associate, as the case may be) in the other Bidder, its member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- a constituent of such Bidder is also a constituent of another Bidder; or
- such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any

- Associate thereof; or
- such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- such Bidder or any of its affiliates thereof has participated as a consultant to NaBFID in the preparation of any documents, design or technical specifications of the RFP.

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate") As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

32. Code of Integrity and Debarment / Banning:

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;

Debarment/Banning

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

Holiday Listing (Temporary Debarment - suspension):

Whenever a Service Provider is found lacking in performance, in case of less frequent and less serious misdemeanors, the Service Providers may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When a Service Provider is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period

of the holiday. The Service Provider is, however, not removed from the list of empaneled service providers, if any. Performance issues which may justify holiday listing of the Service Provider are:

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

Debarment from participation including removal from empaneled list.

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

- Without prejudice to the rights of NaBFID under Clause 32 hereinabove, if a Bidder is found by NaBFID to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in any expression of interest/request for proposal issued by NaBFID during a period of 2 (two) years from the date of debarment.
- Service Provider fails to abide by the terms and conditions or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Service Provider ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the Service Provider as declared by a court of law; or
- Banning by Ministry/department or any other government agency.
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful Bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or any other document or security required in terms of the RFP documents.

- If the Central Bureau of Investigation/CVC/C&AG or Compliance/Vigilance Department of NaBFID or any other investigating agency recommends such a course in respect of a case under investigation
- Employs a government servant or NaBFID's officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which NaBFID considers, that continuation of Contract is not in public interest
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company have been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

Banning from NaBFID

For serious transgression of code of integrity, a delinquent Service Provider (including their related entities) may be banned/debarred from participation in a procurement process of NaBFID for a period not exceeding three years commencing from the date of debarment.

33. Termination for Default:

- a) 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:
 - i. If the Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Contract, or any extension thereof granted by NaBFID.
 - ii. If the Service Provider fails to perform any other obligation(s) under the RFP/Contract.
 - iii. Violations of any terms and conditions stipulated in the RFP.
 - iv. On happening of any termination event mentioned in the RFP/Contract.
- b) Prior to providing a written notice of termination to Service Provider under clause 33 to 35, NaBFID shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Contract. If the breach continues or remains unrectified after expiry of cure period, NaBFID shall have the right to initiate action in accordance with above clause.
 - i. In the event NaBFID terminates the Contract in whole or in part for the breaches attributable to Service Provider, NaBFID may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those

undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to NaBFID for any increase in cost for such similar Software Solution and/or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

- ii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ NaBFID's data or any other relevant information to NaBFID in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another service provider or to NaBFID.
 - iii. During the transition, the Service Provider shall also support NaBFID on technical queries/support on process implementation or in case of software provision for future upgrades.
 - iv. NaBFID's right to terminate the Contract will be in addition to the other actions as specified in this RFP.
- c) Besides above, parties can terminate this agreement by mutual consent by giving 30 days' notice in advance.

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. If existing Service Provider is in breach of this obligation, they shall be liable for paying a penalty of 10% of the Total Project Cost on demand to NaBFID, which may be settled from the payment of invoices or security for the respective TOR or by invocation of guarantee issued during the TOR

34. Force Majeure:

- a) 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.
- b) 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.

- c) 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.
- d) 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.

35. 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.

36. Termination for Convenience:

- a) NaBFID, by written notice of not less than 180 (one hundred and eighty) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by NaBFID before completion of half of the total Contract period.
- b) In the event of termination of the Contract for NaBFID's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- c) Bidder, by written notice of not less than 180 (one hundred and eighty) days, may terminate the Contract, in whole or in part, for its convenience.

37. 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 there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts 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.

38. 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.

39. Governing Language:

The governing language shall be English/Hindi.

40. 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) Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the commercial price Bid by the Bidder shall include all such taxes in the contract price.
- c) All expenses, stamp duty and other charges/ expenses in connection with the execution of the Contract 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.

41. 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.

Service Provider's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

42. Notices:

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

Part II

BID FORM (TECHNICAL BID)

[On Company's letter head]
(To be included in Technical Bid)

Date: _____

To:
< Address of tendering office >

Dear Sir,

सन्दर्भ/ष Ref: NaBFID/HR/RfP/24-25/002 dated 27th June 2024

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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 vendor support for Manpower Recruitment for junior & middle Management as detailed in this RFP. 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, favour, 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 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.
- We hereby certify that on the date of submission of Bid, we do not have any service level agreement (SLA) pending to be signed with NaBFID for more than 6 months from the date of issue of Purchase Order.

- We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, have been registered with competent authority. We certify that we fulfil all the requirements in this regard and are eligible to participate in this RFP.
- 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) or Empanelment Agreement 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) if we are considered as an empaneled vendor by NaBFID, we shall participate in the evaluation of techno-commercial bid as per the TOR released; (c) 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; (d) if we are empaneled, we shall accept Purchase Order and/or sign the Contract with NaBFID, within the specified time period in the RFP.
- 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 ..... 2023

\_\_\_\_\_

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_ **Seal of the company.**

**Appendix-B**

**Bidder's 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 Eligibility Criteria, the same would be rejected:

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                                                                                          |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1             | The Bidder must be an Indian Company/ LLP /Partnership firm registered under the applicable Act in India & the Applicant should have been in existence in India for minimum 3 preceding years continuously.                                                                                                                                                                                                                            |                            | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. (Documentary proof to be attached).                            |
| 2             | Experience in hiring of personnel at junior & middle Management Level (In the CTC range of 12 Lakhs to 35 Lakhs) in the last 3 years in any of the following:<br><br>1)Banks (Public Sector Banks and Other Scheduled Commercial Banks with a market cap of Rs.25,000 cr. and above as on 31.03.2024)<br>2)All-India Financial Institutions<br>3)Nationalized Insurance Companies<br>4)PSUs<br>5) Infrastructure Lending organisations |                            | Copies of work order / agreement /Purchase orders /Client references (Appendix – K) / any other relevant documents.                                                                                                                       |
| 3             | A presentation on Methodology followed for undertaking the assignment.                                                                                                                                                                                                                                                                                                                                                                 |                            | Proposal outlining the overall approach the Bidder plans to undertake to support NaBFID for hiring at junior and middle management level                                                                                                  |
| 4             | Average annual gross turnover of the agency in the last three audited financial years viz 2021-22 ,2022-23 & 2023-24                                                                                                                                                                                                                                                                                                                   |                            | Copy of audited balance sheet and profit & loss statement for respective financial years to be submitted as documentary proof. (In case audited balance sheets not available for Fy2023-24 then CA certified financials can be submitted) |

|   |                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                         |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | <p>Dedicated team support to be provided to NaBFID with relevant educational background, qualifying experience, and credentials.</p> <p>Evaluation by Bank, which will broadly be based on the following:</p> <ul style="list-style-type: none"> <li>• Experience of the Applicant in recruitment of manpower in BFSI sector.</li> <li>• Proposed Methodology and processes.</li> </ul> |  | <p>Organizational Profile, Team Structure Details and Team Profile Details for this engagement / Any other relevant documents may also be attached.</p> |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of Eligibility Criteria, should be highlighted.

**Eligibility criteria mentioned at S. No 5 in the table above is relaxed for Startups & MSEs (as mentioned above) subject to their meeting of quality and technical specifications. Bidder to note the following:**

- Start-up company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT) (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical Bid.
- As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy. MSEs registered under Udyog Aadhaar Memorandum (UAM), validity of which is till 31.03.2022, are also eligible to avail the benefits under the Policy
- If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

**Name & Signature of authorized signatory**  
**Seal of Company**

**Bidder Details**

Details of the Bidder

| <b>S. No.</b> | <b>Particulars</b>                                                                                                                                                                 | <b>Details</b> |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.            | Name                                                                                                                                                                               |                |
| 2.            | Date of Incorporation and/or commencement of business                                                                                                                              |                |
| 3.            | Certificate of incorporation                                                                                                                                                       |                |
| 4.            | Brief description of the Bidder including details of its main line of business                                                                                                     |                |
| 5.            | Company website URL                                                                                                                                                                |                |
| 6.            | Total Number of Employees                                                                                                                                                          |                |
| 7.            | Company Pan Number                                                                                                                                                                 |                |
| 8.            | Company GSTIN Number                                                                                                                                                               |                |
| 9.            | Particulars of the Authorized Signatory of the Bidder<br>1.1. Name<br>1.2. Designation<br>1.3. Address<br>1.4. Phone Number (Landline)<br>1.5. Mobile Number<br>1.6. Email Address |                |

**Name & Signature of authorized signatory**

**Seal of Company**

**Scope of Work**

**Project Objective**

The Bank wishes to expand the empanelment of Human Resource Recruitment Consultants for recruiting manpower in junior & middle management positions on regular/ contract basis in NaBFID. The Bank requests proposals from renowned and experienced specialized consultants for undertaking the above assignment. Currently we have three empaneled recruitment consultants for hiring manpower at junior & middle management positions.

Bank, at its sole and absolute discretion, may choose to avail all services or part thereof. Such decision may be advised even during the assignment. The areas covered under this tie-up arrangement are given in the project scope outlined below.

**Project Scope:**

A description of the envisaged scope is enumerated in sub-paras below. However, Bank reserves its right to change the project/ assignment scope considering the size and variety of the requirements and the changing business conditions. Notwithstanding what is mentioned in sub-paras, the Empanelled Applicant/s will be required to facilitate recruitment of manpower in junior & middle management positions in the Bank & the banks wholly owned Subsidiaries \Joint ventures (as and when established). in full compliance of all existing Govt. / Statutory Authority guidelines, within a specified time frame.

The empaneled Applicant/s will facilitate recruitment of manpower in Junior & Middle Management positions in the Bank & the banks wholly owned Subsidiaries \Joint ventures (as and when established) as mandated by the Bank as per the specifications enumerated below and for implementation of the same within the stipulated timeframes. The Bank expressly stipulates that empanelment of applicants under this document is on the understanding that this Invitation document contains only the principal provisions for the entire assignment and that any other services which may be required in connection with the successful implementation of the assignment shall be deemed to be a part of the assignment. The empaneled Applicants shall be required to undertake to perform all such tasks, render requisite services as may be required for the successful completion of the entire assignment at no additional cost to the Bank.

Responsibility of the Empaneled Applicant would be to discuss with the Bank's representative to find out the requirements to be fulfilled for recruitment of manpower in junior & middle management positions on regular/ contract basis in the Bank & the banks wholly owned Subsidiaries \Joint ventures (as and when established) as per the requirements of the Bank and as and when need arises/ intimated by the Bank from time to time



### **Detailed Scope of Work:**

- a) Preparation of job specification & description in coordination with Bank for various positions which Bank intends to hire.
- b) Preparation of advertisement for filling positions identified by the Bank on regular/ Contract basis in various positions including junior & middle management positions.
- c) To assist the Bank to advertise these positions in leading print and digital media according to Bank's requirements.
- d) Respond to relevant queries from applicants over phone / email before closing date.
- e) Identification of suitable candidates based on their experience, skill sets, academic qualification for certain critical positions specified by the Bank, coordinating with them for their participation.
- f) Providing the complete list of applicants clearly indicating their eligibility or otherwise to the Bank keeping a window for objections, if any. Based on the objections received within stipulated period, the bidder shall take appropriate corrective action, if necessary, and will prepare final list of eligible candidates.
- g) Process soft copies of applications and providing hard copies of these online applications to Bank.
- h) Short-listing of applications received for further screening (decide various screening process required for the job role) in consultation with Bank.
- i) Issuance of call letters and ensuring complete co-ordination with shortlisted candidates
- j) Arranging for various screening process including Psychometric Test (if required), composition of Selection Committee etc., in consultation with Bank.
- k) Integration of the Recruitment Process with the HRMS Portal (as and when it is active).
- l) Facilitate conduct of interview by the Selection Committee constituted by Bank.
- m) Perform background check, Caste verification, antecedent check, credit check, and credit history on candidates for the position. The bidder should ensure that the candidates identified should not have any police record/criminal record against them. The antecedent and caste report should be in prescribed format duly signed by Competent Authority.
- n) Handle and prepare answers for any recruitment related questions asked under Right to Information Act as per the rules and regulations of Government of India and/or decision of Hon'ble High Court/ Supreme Court or the Parliament

- o) Handle and prepare answers for any recruitment related questions asked by the Parliament
- p) Assist the Bank in arranging medical tests of all selected candidates and providing the medical fitness certificate to the Bank.
- q) The empaneled vendor's responsibility also includes screening of applications and providing necessary due diligence for the applications received from any sources in response to the recruitment advertisement (if required).
- r) The scope and deliverables have to be designed and executed to Bank's satisfaction in a time bound manner to complete the work order within 2(Two) months of award of contract. Bank, at its sole discretion reserves the right to ask the consultant to give/ extend the period on the same terms and conditions.

**Key Deliverables:**

- a) The Job role/description of the identified vacancies will be prepared by the selected bidder along with Compensation structure as per market standards after complete analysis of peer position.
- b) The advertisement for declaring vacancies in the Bank will be prepared by the selected bidder/s in consultation with the Bank after adhering to various reservation norms, as applicable, in compliance of Govt. of India guidelines.
- c) The candidates sourced by the selected bidder/s will conform to the reservation guidelines as directed by the Govt. of India/any other guidelines in force of RBI/ any other relevant regulatory authority in prescribed format duly signed by Competent Authority.
- d) Background verification: The background verification covering criminal records, caste verification, disability certificate verification, educational/professional qualification verification, credit score checks etc.
- e) Conducting and delivery of assessment report of Psychometric Test or any other test /process (e.g., Group Discussion) as required by the Bank for the selection process.

**NON-DISCLOSURE AGREEMENT**

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.
2. 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 "Covered 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 Covered 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 Covered 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 the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
9. The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_(place)

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |



**Pre-Bid Query Format**  
**(To be provide strictly in Excel format)**

| <b>Vendor Name</b> | <b>Sl. No</b> | <b>RFP Page No</b> | <b>RFP Clause No.</b> | <b>Existing Clause</b> | <b>Query/Suggestions</b> |
|--------------------|---------------|--------------------|-----------------------|------------------------|--------------------------|
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |

**Appendix-K**

**Format for Submission of Client References**

**To whosoever it may concern**

| <b>Particulars</b>                                                                           | <b>Details</b> |
|----------------------------------------------------------------------------------------------|----------------|
|                                                                                              |                |
| <b>Client Information</b>                                                                    |                |
| Client Name                                                                                  |                |
| Client address                                                                               |                |
| Name of the contact person and designation                                                   |                |
| Phone number of the contact person                                                           |                |
| Email address of the contact person                                                          |                |
| <b>Project Details</b>                                                                       |                |
| Brief Details of Engagement                                                                  |                |
| Current Status (In-Progress / Completed)                                                     |                |
| Number of Hiring (Junior & Middle Management)                                                |                |
| Name of Positions successfully hired:<br>Year of hiring                      Number of Hires |                |

**Name & Signature of authorized signatory**

**Seal of Company**