

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)

पर्यावरण और सामाजिक जांच-पडताल के लिए पेशेवर सलाहकारों का पैनलीकरण
EMPANELMENT OF PROFESSIONAL CONSULTANTS FOR
ENVIRONMENT AND SOCIAL DUE DILIGENCE

National Bank for Financing Infrastructure and Development (NaBFID), intends to empanel experienced and qualified consultancy firms/companies to support us in conducting Environment and Social Due Diligence (ESDD) for various projects and initiatives.

The interested professional consultants/ agencies meeting the eligibility criteria may apply for the same. The eligibility criteria and other details are available hereunder.

Request for empanelment is to be submitted in a sealed envelope with following words super-scribed on it.

‘Application for empanelment of professional consultants for providing Environment and Social Due Diligence (ESDD) services.’

The eligible bidders can submit their applications completed in all respects in the prescribed format at the following address or by email **latest by 5 p.m. on April 28, 2025**, or as extended by NaBFID

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

For email submission: rfp@nabfid.org

For queries, please contact:
Corporate Strategy, Partnerships & Ecosystem Department
Phone- 022-41042455

Authorised Official

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1. Introduction

- i. The National Bank for Financing Infrastructure and Development (NaBFID) is a specialized Development Finance Institution in India aimed at supporting the country's infrastructure sector, which can significantly gain from an enabling credit flow by means of attractive instruments and channelized investment. NaBFID was set up in 2021, by an Act of the Parliament (The National Bank for Financing Infrastructure and Development Act, 2021), with the essential objectives of addressing the gaps in long-term non-recourse finance for infrastructure development, strengthening the development of bonds and derivatives markets in India, and sustainably boosting the country's economy.
- ii. The purpose of this Request for Empanelment (RFE) is to seek detailed technical proposals for empanelment of Consultants for providing Environment and Social Due Diligence (ESDD) in the field of projects that fall under harmonized master list of infrastructure (as updated from time to time) sub-sectors issued by the Department of Economic Affairs (DEA)
- iii. The objectives of conducting an ESDD is to assess and rate the Environmental and Social risks associated with the project/s funded/advised by NaBFID. The ESDD will involve evaluating environmental and social risks in accordance with NaBFID's E&S Policy as amended from time to time or any other reference framework depending on NaBFID's requirements.
- iv. Broad sections of this RFE include
 - a) Scope of Work
 - b) Eligibility criteria
 - c) General Conditions of Contract
 - d) Select Formats
- v. Interested applicants (Applicants) are advised to go through the entire RFE before submission of applications to avoid any chance of elimination. The eligible applicants desirous of taking up the project for providing proposed services are invited to submit the technical proposal in response to this RFE.
- vi. The criteria and the actual process of evaluation of the responses to this RFE and subsequent selection of the successful bidder / Applicants will be entirely at Bank's discretion. The RFE seeks to obtain proposals from the bidders/ Applicants who have the necessary experience, capability, and expertise to provide the Bank with the proposed services by adhering to the Bank's requirements outlined in this RFE.
- vii. There should not be any deviation or assumption in terms and conditions as stipulated in this RFE. Conditional offers will be considered as void ab initio. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid. For purposes of this clause, a responsive Bid is one, which conforms to all the terms and conditions in toto, without any deviation or assumption.
- viii. Address for submission of requests, contact details including email address for sending communications are given in the front page of this RFE.
- ix. This RFE document shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.

- x. Applicants are requested to submit information as mentioned in this RFE. Incomplete information may lead to non-consideration of the application.
- xi. All such successful Consultants will be compiled into a panel of consultants and will be chosen by NaBFID.

2. Disclaimer

- i. The information contained in this RFE, or information provided subsequently to Applicant(s) whether verbally or in documentary form/email by or on behalf of NaBFID, is subject to the terms and conditions set out in this RFE.
- ii. This RFE is not an offer by NaBFID, but an invitation to receive responses from the eligible applicants.
- iii. The purpose of this RFE is to provide the applicant(s) with information to assist preparation of their proposals. This RFE does not claim to contain all the information each applicant may require. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFE and where necessary obtain independent advice/clarifications. NaBFID may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFE.
- iv. NaBFID, its employees, secondees and deputed employees make no representation or warranty and shall have no liability to any person, including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFE and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this process.
- v. NaBFID also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any applicant upon the statements contained in this RFE.
- vi. The applicant is expected to examine all instructions, forms, terms and specifications in this RFE. Failure to furnish all information required under this RFE or to submit an application not substantially responsive to this RFE in all respect will be at the applicant's risk and may result in rejection of the application.

3. Scope of Work

The consultancy firm will be responsible for conducting Environment and Social Due Diligence (ESDD) to assess environmental and social risks associated with the projects funded/ advised by NaBFID. The indicative scope of work includes, but is not limited to, the following key activities:

- i. Conduct environmental and social (E&S) appraisal of a Company/Project to ensure compliance with the requirements of the applicable national laws and regulations and NaBFID's E&S Policy as amended from time to time.

- ii. Conduct a comprehensive review and assessment of the Environmental and Social Legal Compliance, disclosures of the Company such as BRSR (if available), among other things or as may be directed by NaBFID from time to time. This inter alia includes review and evaluation of E&S related policies such as Environment policy, Occupational, Health & Safety (OHS) policy, HR policies, procedures and directives to portfolio companies on compliance with labour laws and issues.
- iii. Review of publicly available sources to identify potential environmental and/or social issues, if any, including any judicial, regulatory or NGO action/ attention/ campaigns or items that may lead to decreased societal acceptance of the project and in turn pose reputational risks to NaBFID (and its co-lenders).
- iv. Review of Environmental & Social Management System (ESMS) (if available) documents such as EIA/ESIAs including (such as emergency preparedness and response plan, standard operating procedures including environment, health & safety aspects, land acquisition, system for maintaining legal documents, incident reporting and investigation mechanism, labour accommodation among other things), records supporting the management systems (such as emergency mock drill records, incident investigation reports, training records, grievances from affected communities among other things). Identify any key red flags/ major risks that may or may have not been covered in the impact assessments.
- v. Perform site reconnaissance in consultation with NaBFID depending on the project type and number of projects operated by the project sponsor. Undertake visits to the corporate office, project sites for reconnaissance purposes. The number and location of project sites to be visited for assessment is to be ascertained depending on the categorization assigned to the investment. On site management of E&S aspects will inter alia include the following:
 - Onsite compliance with relevant legal requirements
 - Labor and working conditions – working hours, wages and overtime, freedom of association, discrimination, child and forced labor, third party workers etc.
 - OHS- Hazards and Risk Assessment, SOPs, life and fire safety etc.
 - Onsite management of environmental aspects and utilities- waste management, hazardous materials, pollution prevention, GHG
 - Offsite impacts on nearby affected communities
- vi. The project site reconnaissance will comprise of assessing site practices through visual observation of relevant areas, discussions with key internal and external stakeholders, reviewing site-level documentation and investigation of relevant E&S issues in and around the target operations.
- vii. Climate-risk assessment of the projects either funded or advised by NaBFID, if required.
- viii. Bio-diversity risk assessment of the projects either funded or advised by NaBFID, if required
- ix. **Report Preparation/ Deliverables**

The following reports are required as result of the Environmental and Social Due-Diligence:

A. Preliminary Summary of Principal Findings

The preliminary summary of principal findings should be a 3-to-5-page summary of the Consultant's preliminary key/main findings including, major issues, red flags, conclusions, recommendations, documents obtained, data information gaps, among other things, based upon the information reviewed. This summary must be received by NaBFID tentatively within 7 days.

B. Draft Environmental and Social Due-Diligence Report (Draft ESDD Report)

The Draft Environmental and Social Due-Diligence Report provides a detailed summary and expert evaluation of the project's environmental and social (E&S) aspects. It shall benchmark the project against the following criteria:

- National E&S laws and regulations (including occupational health and safety) of relevance
- NaBFID's Environmental and Social Policy, 2024, as amended from time to time.
- Any other reference framework as per NaBFID's requirements.

The report should conclude with the Consultant's expert opinion on any major deficiencies or issues, such as:

- Unidentified or inadequately evaluated impacts
- Insufficient mitigation measures or monitoring programs
- Inadequate E&S organization or stakeholder consultation
- Non-compliance issues or financial risks
- A non-technical executive summary

Additionally, an Environmental and Social Action Plan (ESAP) will be included, outlining actions, priorities, timelines, responsible parties, and budgets. The Draft ESDD report not more than 40 Pages (excluding annexures) must be submitted to NaBFID tentatively within 7 days post-site visit.

C. Final Environmental and Social Due-Diligence Report

Following receipt of NaBFID's comments on draft ESDD report, the Consultant shall conduct further work as required and produce a Final ESDD report that addresses these comments and submit tentatively within 5 days of receiving comments. Final ESDD Report are subject to NaBFID's acceptance/approval.

- x. The above scope of works, is broad based in nature, covering the critical aspect of the activities required for ESDD of infrastructure project(s). However, depending on the specific requirement for each project, the above scope shall be modified and shared with the empanelled list of consultants at the time of inviting financial bids.

4. Eligibility Criteria, bid evaluation and other conditions for empanelment

Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following and submit the application form as provided in **Appendix I**.

S.No.	Minimum Qualification Criteria	Documentary Evidence to be Provided
A	Applicant may be a Registered Company/Firm of Individuals/ Association of Persons and as such, the eligible entity must be registered under the Companies Act 2013 or the Partnership Act 1932 or the Limited Liability Partnership Act 2008.	Copy of Certificate of Incorporation and copy of PAN card
B	The Applicant shall have minimum 3 years of experience preceding the date of proposal submission in the name of entity, as Consultant in assignments of Environment, Social and Governance (ESG) Due Diligence for infrastructure projects implemented in India, and has undertaken at least two projects having project cost 500 Cr or above in size	Work Orders/ Contracts/ LoI/ LoA/ Completion Certificates (Minimum three) In case the name of the client cannot be disclosed due to confidentiality requirements, the redacted version of the documents can be shared with certificate from CA and senior partner of the Applicant.
C	The Applicant shall have Partner(s)/Key Persons with minimum 10 years' experience in providing Environment Social Governance (ESG) related advisory, for infrastructure projects in India.	Profile of the Partner(s)/ Key Persons certified by Applicant, which should cover: <ul style="list-style-type: none"> • Resume, Back-ground and Environment and Social Due Diligence (ESDD) consultancy experience • Details of relevant engagements, scope of work and delivery to the client • Details of the projects for which advisory services have been provided • Any other relevant details
E	Other mandatory documents	<ul style="list-style-type: none"> • Declaration that the firm is not blacklisted by any Government agencies/ Department/ PSUs in India on the date of proposal submission. • The Applicant should submit a Letter of Authority signed by the Director /Partner of the Applicants. as provided in Appendix- II. • Applicants are required to provide at least 3 references of past experiences with other organizations as required for evaluation of technical proposal mentioned in Appendix-III. Applicants shall be responsible for arranging the meetings / calls with the references for NaBFID.

	Evaluation Criteria	Max Marks
A	Work Experience (in years) in ESDD of Infrastructure projects	50
B	Number of infrastructure projects ESDD	25

	undertaken for project value >500cr	
C	Partner(s)/Key Persons/ Team profile experience in years	25
A+B+C		100
* Only those Applicant(s) will be shortlisted for Empanelment who scores 70 or more marks as stipulated in Evaluation Matrix clause.		

Evaluation Matrix			
A	Work Experience (in years) in ESDD of Infrastructure projects	3-5	>5
	Marks	40	50
B	ESDD undertaken (in numbers) for projects valuing >500cr	2-5	>5
	Marks	20	25
C	Experience of Partner(s)/Key Persons' /Team profile (in years)	10-15	>15
	Marks	10	25

Note:

1. Applicants/s are required to submit documentary evidence relevant to the evaluation criteria mentioned above for their application to be considered.
2. Page reference numbers of all supporting documents in the Appendix are mandatory.
3. The Consultant shall have sufficient manpower with adequate technical expertise and experience to carry out the work assigned under the scope of services.
4. Empanelment does not guarantee any commitment on the part of the NaBFID to assign any work.
5. NaBFID retains the right to reject, relax eligibility criteria, call for additional information, check with references indicated, obtain market feedback and conduct background checks. However, empanelment will be at the sole discretion of NaBFID based on its need (including number of consultants to be empaneled) and NaBFID need not give any reasons for not empaneling any of the applicants.
6. Fees are payable only on engagement and not on empanelment, as per the scope/milestone decided on a case-to-case basis.
7. All applications with attachments to be addressed via email to: rfp@nabfid.org. In case of physical delivery, all documents shall be sent via post/courier to contact address mentioned below under heading **“Request for Empanelment of Professional Consultants for Environment and Social Due Diligence (ESDD) services”**.

Address for physical submission of Application:

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

5. Duration of Empanelment

The empanelment period will be for a period of 3 (three) years. However, NaBFID reserves the right to remove any Consultant from the panel any time even before completion of 3 years. The empaneled consultant shall not have any right contest, dispute, or protest the termination.

6. 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.

7. Penalties

The Empaneled Consultants 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 Consultants fail 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 are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Empaneled Consultants to prove that the delay is attributable to the Bank and Force Majeure. The Empanelled Consultants 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 Applicant shall fulfil its obligations under the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the applicant under the agreement results in failure or inoperability of systems and if the Bank must 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 applicant fails to complete the due performance of the contract, 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.

8. Right to Verification

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

9. Right to Audit

The Consultant 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 Consultant is required to submit such certification by such auditors to NaBFID. Consultant shall facilitate the same. NaBFID can make its expert assessment on the efficiency and effectiveness of security, control, risk management, governance system and process created by the Consultant. The Consultant shall, whenever required by the auditors, furnish all relevant information, records/data to them. All costs for such an 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 consultant before such audit and same shall be conducted during normal business hours.

Where any deficiency has been observed during audit of the Consultant on the risk parameters finalized by NaBFID or in the certification submitted by the auditors, the Consultant 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 Consultant 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 the 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 RFE including the right to terminate the empanelment.

Consultant 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 Consultant. However, Consultant shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

10. Sub-Contracting

No Sub-Contracting is allowed without the consent of the NaBFID. However, applicants are, with prior approval permitted, 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.

11. Limitation of Liability

- i. The maximum aggregate liability of the Consultant in respect of any claims, losses, costs, or damages arising out of or in connection with this RFE/Contract shall not exceed the Project Cost (governed by the subsequent Terms of Reference issued to empaneled bidders) paid by the Bank for the applicable work order that resulted in a claim.
- ii. Under no circumstances NaBFID shall be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - Claims that are the subject of indemnification pursuant to infringement of third-party intellectual property rights.
 - Damage(s) occasioned by the Gross Negligence or Willful Misconduct of Consultant,
 - Damage(s) occasioned by consultant for breach of confidentiality obligations,
 - 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 consultant.

“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 foregoing, 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 RFE, 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.

12. Confidentiality

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

the satisfaction of NaBFID.

13. Delay in Consultant's Performance

- i. If at any time during performance of the Contract, Consultant should encounter conditions impeding timely delivery of the Services, Consultant 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 Consultant's notice, NaBFID shall evaluate the situation and may, at its discretion, extend Consultants' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- ii. Any delay in performing the obligation/defect in performance by consultant may result in termination of Contract (as laid down elsewhere in this RFE document).

14. Consultant's Obligation

- i. Consultant 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.
- ii. Consultant 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.
- iii. Consultant 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 Consultant's negligence. Consultant will pay all indemnities arising from such incidents and will not hold NaBFID responsible or obligated.
- iv. Consultant is responsible for the activities of its personnel and will hold itself responsible for any misdemeanors.
- v. Consultant 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.
- vi. Without NaBFID's prior written permission, Consultant shall not store or share NaBFID's materials including confidential information outside the geographical boundary of India or in/with a public cloud.

- vii. Consultant agrees that it shall communicate to NaBFID well in advance along with detailed plan of action, if any changes in Consultant'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.
- viii. Consultant shall ensure confidentiality, integrity, and availability of NaBFID's information at all times.

15. Liquidated Damages

If the Consultant fails to deliver and/or perform any or all the Services within the stipulated time, schedule as specified in this RFE/Contract, NaBFID may, without prejudice to its other remedies under the RFE/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.

16. Conflict of Interest

Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the application process. Any applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NaBFID shall be entitled to forfeit and appropriate 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. Applicant's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to NaBFID under the RFE and/ or the Contract or otherwise. Without limiting the generality of the above, an applicant shall be deemed to have a Conflict of Interest affecting the application process, if:

- the Applicant or Associate (or any constituent thereof) and any other Applicant, 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 an Applicant, 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 Applicant, 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 applicant is also a constituent of another Applicant; or
- such applicant, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its member or any Associate thereof; or
- such Applicant has the same legal representative for purposes of this application as any other Applicant; or
- such Applicant, or any Associate thereof, has a relationship with another Applicant, 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 application of either or each other; or
- such Applicant 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 RFE.

For the purposes of this RFE, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (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 percent) 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.

17. Code of Integrity and Debarment / Banning:

The Applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the application process. Notwithstanding anything to the contrary contained herein, NaBFID shall reject application without being liable in any manner whatsoever to the Applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the application process.

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

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

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

- **“Corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declarations or providing false information for participation in a RFE process or to secure a contract or in execution of the contract;
- **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a Contract;
- **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of 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 Applicants 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/Applicants:

Holiday Listing (Temporary Debarment - suspension):

Whenever a Consultant is found lacking in performance, in case of less frequent and less serious misdemeanors, the Consultants may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When a Consultant 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 Consultant is, however, not removed from the list of empaneled service providers, if any. Performance issues which may justify holiday listing of the Consultant are:

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

- Without prejudice to the rights of NaBFID in this RFE, if an Applicant 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 application process, such applicant 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.
- Applicant fails to abide by the terms and conditions or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Applicant 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 Applicant 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 RFE 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 Consultant (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.

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

Consultant 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.

Any dispute of value Rupees 10 Crores or above which remains unresolved between the parties will be referred to the Mediation as per the Mediation Act 2023.

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

19. 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.

20. Governing Language

The governing language shall be English.

21. Taxes and Duties

- i. Consultant 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 consultant shall include all such taxes in the quoted price.
- ii. 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.
- iii. 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 consultant. The Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

22. 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 consultant. The remittance of amounts 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 Consultant from his responsibility to pay any tax that may be levied in India on income and profits made by consultant in respect of this Contract.

Consultant'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 Consultant shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

23. 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.

APPENDIX-I

Technical Proposal

Format for Application Form

Name:		Office Address:				
PAN of the Applicant:						
I. Details of assignments completed in last 3 Years						
Date of Assignment	Nature of Work	Name of Project with brief details (Sector, Project Cost, Name of Promoters/group, Location, etc.)	Assignment Completed on	Name of client	Name, Address & Contact number of client	Supporting Documents (as mentioned under Paragraph 4 of document)
II. Key Personnel's Experience in ESDD						
Name of Personnel	Years of Experience	Client Name	Project Details	Date of Completion of Assignment	Activity Performed	Supporting Documents (as mentioned under Paragraph 4 of document)
III. Whether the Consultant is blacklisted by any Government agencies/ Department/ PSUs/ Public Sector Bank in India on the date of proposal submission. (Letter of Authority to be submitted in Appendix II format)						Yes/No
IV. Details of Regulatory issues faced by the consultants/ promoters if any in the past 5 years and present status						
V. Any other relevant information you would like to share with us (in connection with the firm/partners/promoters/ key professionals with their qualification & experience in relevant sector, any special achievement, etc.)						

VI. Other Documents Required:

- a. Certificate of Incorporation
- b. PAN Number of Partnership Firm
- c. Partner/ Promoter Id Proof (Adhaar Card/PAN Card)
- d. Latest GST Certificate of the Applicant
- e. Letter of Authority as mentioned in Appendix II
- f. Letter for References Format for Submission of Client References as mentioned in Appendix III

APPENDIX-II

Letter of Authority

[Company Letterhead]

Date: [Date]

To Whom It May Concern

This is to formally authorize [**Appointee's Full Name**], holder of [**Appointee's Identification/Adhaar Number**], as the official signing authority on behalf of [**Company/ Firm Name**], registered under the laws of [**Country/State**], for all matters related to providing **Environment and Social Due Diligence (ESDD) services** to NaBFID as per the “Request for Empanelment of Professional Consultants for **Environment and Social Due Diligence (ESDD) services**”. This authority includes, but is not limited to, signing documents, contracts, agreements, and performing any related tasks as necessary.

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

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

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

Sincerely,

[Signature of Authorized Person]

[**Full Name of Authorized Person**]

[**Position/Title**]

[**Company Name**]

[**Company Address**]

[**Contact Information**]

APPENDIX-III

Format for References Format for Submission of Client References

Date: [Date]

To Whom It May Concern

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