

राष्ट्रीय अवसंरचना वित्तपोषण और विकास बैंक
National Bank for Financing Infrastructure and Development
 (संसद के अधिनियम के माध्यम से स्थापित एक अखिल भारतीय विकास वित्तीय संस्था)
 (An All-India Development Financial Institution established through an act of Parliament)

प्रशिक्षण भागीदार के चयन और पैनलीकरण के लिए प्रस्ताव के लिए अनुरोध
(आरएफपी)।

REQUEST FOR PROPOSAL (RFP) for Selection and Empanelment of
Training Partners

National Bank for Financing Infrastructure and Development is a specialized financial institution established by the Government of India to provide long-term funding for infrastructure projects in India. National Bank for Financing Infrastructure and Development Act, 2021 was introduced by the Hon'ble Finance Minister on March 22, 2021, marking a significant shift in the approach to infrastructure financing in India, as it denotes the return of Development Financial Institutions (DFIs) in the country after a few decades. The Act subsequently received the assent of the President on March 28, 2021, and has come into force effective April 19, 2021. Reserve Bank of India (RBI) vide its letter dated March 8, 2022, has advised that Bank shall be regulated and supervised by RBI as an All-India Financial Institution (AIFI) under sections 45L and 45N of the RBI Act, 1934, respectively.

The National Bank for Financing Infrastructure and Development intends to empanel Training/Learning partners to deliver specific training programs as per Bank requirement. Bank intends to provide its employees training in the areas of Functional, Behavioral, Leadership and Technology areas etc. Request for empanelment is to be submitted through email/address as mentioned above with subject line as '**Application for empanelment of Selection and Empanelment of Training Partners**'

The eligible agencies Consultants / service providers can submit their applications completely in all respects in the prescribed format at the following address or by email.

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

For email submission: rfp@nabfid.org

No contractual obligation whatsoever shall arise from this advertisement process.

This advertisement is being issued with no financial commitment and the Bank reserves the right to withdraw the advertisement and change or vary any part thereof or abolish the requirement at any stage.

Last date and time for receipt of bid: August 2nd, 2025, up to 17:00 hrs IST

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, 10th Floor - 1004, 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 NaBFID website: https://nabfid.org/tenders
3	Last date for requesting clarification.	Up to 5.00 PM on 14 th July 2025 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 15 th July 2025, National Bank for Financing Infrastructure and Development (NaBFID) The Capital, A Wing, 10 th Floor - 1004, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.
5	Clarifications to queries raised at pre-bid meeting will be provided by NaBFID.	On 25 th July 2025,
6	Last date and time for Bid submission	Up to 5:00 PM on 02 nd August 2025
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, 10th Floor - 1004, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.
8	Date and Time of opening of Bids	3:30 PM on 4 th August 2025 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

Eligibility Criteria & other conditions for empanelment:

- a. The bidder should be an organization (Consultant/Service Provider) registered or incorporated in India/ having local registered office in India. The organization should be in existence for the 05 years and above in India as on date of issuance of RFP.
- b. The bank intends to issue this bid document (RFP), to have the services of a training partner / agency/ firm etc. for a period of three years from the date of agreement with Bank for training its staff during the agreement period.
- c. The bank wants to select a training partner / agency/ firm that has/have the capability to train and create a totally committed work force that would become the driving force to take the Bank to new heights in business growth.
- d. Design the trainings/development Programmes to be carried out in the Bank and customize the entire content to Bank's specific needs.
- e. The institute must be equipped with adequate and well-trained faculty members including ex-bankers with relevant practical banking experience along with faculty for training the candidates in Functional, Behavioral, Leadership and Technical areas etc.
- f. The training/development Programme content will have to be tailored and customized to Bank's context, products and processes by the selected bidder. The entire content developed will have to be documented by the selected bidder and the training manuals / documents
- g. Collect and analyze data from participant feedback, pulse check surveys, business outcome measurements, and assessment score comparisons by creating various templates in LMS/ other Platforms of the Bank or Service Provider.
- h. Administer assessments as applicable at the beginning of the program to establish a baseline score for each participant. Conduct a second assessment after completion of the program to measure the shift in scores and gauge the participants' progress in their capabilities. Compare the scores to determine the level of improvement and growth achieved by the participants. Use the insights obtained to identify areas of improvement, make program refinements, and ensure the program's alignment with Bank's goals and objectives.

Design the framework for assessment of the Return of Learning (ROL) and impact of program on the participants in terms of behavioral & business outcomes and submit report within three months on completion of program unless longer period is planned/agreed by Bank.

- i. Bidders are required to provide duly authenticated supporting documents like company's MOA, AOA, Certificate of incorporation, certificate of business commencement, audited balance sheet, P&L account statement, GST returns, purchase order/ work orders & acceptance letters, engagement letters/agreements, work experience certificate, testimonials, etc. The documents are required to be signed by the authorized signatory of the company with the official seal/stamp. Bidders are not barred from producing any additional evidences or testimonials other than the ones asked for in this RFP which may be relevant to the project.

- j. The bidder needs to comply with all the eligibility criteria mentioned above to be evaluated for technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the proposal. The bidder should enclose documentary proof in support of all eligibility criteria while submitting the Technical Proposal, failing which the Technical Proposal will not be considered for further evaluation. There is no restriction on the number of credentials bidder can provide, however all credentials should be appropriately bound, labelled and segregated in the respective areas. All the credentials of the applicant necessarily need to be relevant to the Indian market.
- k. Bank will shortlist the Bidders for selection based on evaluation by a Committee of the Bank. The shortlisting will be based on technical evaluation.
- l. Subcontracting is not permitted under this RFP. The bidder shall not do subcontracting of any work whatsoever at any stage under the RFP, including the delivery phase post selection.

Criteria for Technical evaluation:

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

Technical 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	The Applicant should have minimum 5 years' experience (in India) designing and delivering Learning & Development solutions specifically across levels / Grade in at least two of any of the following: 1)Banks (Public Sector Banks, Private Sector Banks, MNC Banks and Other Scheduled Commercial Banks) 2)All-India Financial Institutions 3)Nationalized Insurance Companies 4)PSUs	30	10

	5) Infrastructure Lending organisations 6)NBFC & Other Financial Institutions Marking for experience (in India) in the Assessment and L&D space Min 5 years Exp overall & work with: - 2 out of 6 above categories – 10 Marks - 4 out of 6 above categories – 20 Marks - 4 out of 6 above categories – 30 Marks		
2	Demonstrable experience in successfully designing, delivering, and evaluating impactful Learning & Development projects worth minimum 25 lakhs and above within the last five (5) years in any of the following:" 1)Banks (Public Sector Banks, Private Sector Banks, MNC Banks and Other Scheduled Commercial Banks) 2)All-India Financial Institutions 3)Nationalized Insurance Companies 4)PSUs 5) Infrastructure Lending organisations 6)NBFC & Other Financial Institutions Between 1 to 5 projects – 3 marks Between 6 to 10 projects – 7 marks More than 10 projects – 10 marks	10	3

3	The Applicant should have been in existence in India for minimum 5 preceding years continuously. Marking for number of years of existence in India shall be as follows – >5 years and up to 10 years-5 marks >10 years and up to 15 years – 10 marks >15 years – 20 marks	20	5
4	Average annual gross turnover of the agency in the last 3 audited financial years viz, 2021-22, 2022-23, 2023-24 Marking for turnover Less than 5 crores – 2 marks 5 crores–8 crores - 10 marks 8 crores to 12 crores -15 marks More than 12 crores - 20 marks	20	-
5	The Applicant should have 25 or more Trainers / Training associates based out of India. Should be able to provide dedicated team support to Bank with relevant educational background, qualifying experience, and credentials and manpower to manage end to end project.	20	-
	Total	100	-
	Minimum Marks required for Technical Qualification	45	

Bidders will have to score minimum score across points (1 to 3) 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.

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.

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

Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach us in writing or by e-mail or before on the address as mentioned above. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website. Only the authorized representatives of the bidders (maximum 2) will be allowed to attend the Pre-Bid meeting.

Clarification and Amendments on RFP / Pre-Bid Meeting:

- a) A bidder requiring any clarification on RFP may notify Bank in writing persons strictly by email within the date/time mentioned
- 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 Bank thereof will be posted on Bank's website or conveyed to the Bidders via email or any other medium as may be deemed fit by Bank.
- d) Bank reserves the right to amend, rescind or reissue RFP at any time prior to the deadline for submission of Bids. Bank, 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 Bank'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 Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. Bank, 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.

Duration of Empanelment:

The empanel shall be for a period of three years subject to further extension on need basis. However, the Bank reserves the right to remove any Agency from the panel any time after giving 30 days' notice.

DISCLAIMER

- a. This advertisement is not an offer by Bank, but an invitation to receive responses from the eligible Consultant /Service Providers. The purpose of this advertisement is to provide the prospective Consultants/Service Providers with information to assist preparation of their proposals.
- b. This advertisement does not claim to contain all the information each Consultant/service provider may require. Each Consultant/service provider should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this advertisement and wherever necessary obtain independent advices/clarifications.

Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this advertisement.

- c. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Consultant /Service Provider 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 advertisement or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the advertisement and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this empanelment process.
- d. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Consultants / Service Providers upon the statements contained in this advertisement.
- e. The issue of this advertisement does not imply that the Bank is bound to empanel the Consultant /service provider or to award the contract to the empanelled Consultant /service provider.
- f. Bank reserves the right to reject all or any of the proposal submitted by the Consultant /Service provider without assigning any reason whatsoever.

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.

Applicable Law

The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Mumbai shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

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.

Right to Audit

The Consultant/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 Consultant /Service Provider is required to submit such certification by such auditors to NaBFID. Consultant /Service Provider 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 /Service Provider. The Consultant /Service Provider 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 /Service Provider before such audit and same shall be conducted during normal business hours.

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

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

Limitation of Liability

- i. The maximum aggregate liability of the Consultant /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 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 /Service Provider ,
- Damage(s) occasioned by Consultant /Service Provider 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 /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 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 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.

Confidentiality

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

Delay in Consultant /Service Provider Performance

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

Consultant /Service Provider 's Obligation

- i. Consultant /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/SLA. 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 /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.
- iii. Consultant /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 Consultant /Service Provider 's negligence. Consultant /Service Provider will pay all indemnities arising from such incidents and will not hold NaBFID responsible or obligated.
- iv. Consultant /Service Provider is responsible for the activities of its personnel and will hold itself responsible for any misdemeanors.
- v. Consultant /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.
- vi. Without NaBFID's prior written permission, Consultant /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.
- vii. Consultant /Service Provider agrees that it shall communicate to NaBFID well in advance along with detailed plan of action, if any changes in Consultant /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.
- viii. Consultant /Service Provider shall ensure confidentiality, integrity, and availability of NaBFID's information at all times.

Conflict of Interest

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

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

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

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

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

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

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

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 RFP and/ or the Contract or otherwise. **Consultant /**

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

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

- Without prejudice to the rights of NaBFID in this RFP, 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.
- Applicants fail 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 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.

Modification and Withdrawal of Bids

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

Termination for Default:

- a) The National Bank for Financing Infrastructure and Development 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 Consultants / 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 the Bank.
 - ii. If the Consultant /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 Consultant /Service Provider under clause 33 to 35, the Bank shall provide Consultant /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, the Bank shall have the right to initiate action in accordance with the above clause.
- i. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Consultant /Service Provider, the Bank 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 Consultant /Service Provider shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, the Consultant /Service Provider shall continue performance of the Contract to the extent not terminated.
 - ii. If the Contract is terminated under any termination clause, Consultant /Service Provider shall handover all documents/ executable/ National Bank for Financing Infrastructure and Development data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another Consultant /service provider or to the Bank.
 - iii. During the transition, the Consultant /Service Provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
 - iv. The Bank right to terminate the Contract will be in addition to the other actions as specified in this RFP.

Termination for Insolvency

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

Non-Transferable Offer

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

Integrity Pact (IP)

Vendors/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposal (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is enclosed.

Banning from NaBFID

For serious transgression of code of integrity, a delinquent Consultant /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.

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 /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 in Mumbai.

Consultant /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.

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.

Taxes and Duties

- i. Consultant /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 Consultant /Service Provider 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 /Service Provider . The Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

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 /Service Provider . 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 /Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Consultant /Service Provider in respect of this Contract.

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

Integrity Pact (IP)

Venders/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposal (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure

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.

No Employer-Employee Relationship

The selected Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/officers/ staff/representatives/ personnel/agents.

Non – Solicitation

The selected Bidder, during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

Force Majeure

Any failure or delay by selected Bidder or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within -15- calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of - 3- months, the Bank and Bidder shall hold consultations in an endeavour to find a solution to the problem.

Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

Place: Mumbai

Date :08-07-2025

Authorized Official

Part II

Appendix-A**INTEGRITY PACT
(To be Stamped as an Agreement)**

Between NATIONAL BANK FOR FINANCING INFRASTRUCTURE AND DEVELOPMENT, a statutory body established under the National Bank for Financing Infrastructure and Development Act, 2021 having its office at the Capital, A Wing, 15th Floor- 1503, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 40005, hereinafter referred to as “The Principal,” and _____ hereinafter referred to as “The Bidder/ Contractor.”

Preamble:

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

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

Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - c. The Principal shall exclude from the process all known persons having conflict of interest.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.
 - a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition

Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers,” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only.

e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.

g. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender. The term ‘relative’ for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

3) The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.

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

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

Section 4 – Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

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

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

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

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

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

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

Section 8 – Independent External Monitor

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand

from the parties that they act in a specific manner, refrain from action, or tolerate action.

7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.

2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.

5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.

-----Sd-----

(For & On behalf of the Principal)
(Office Seal)

-----Sd-----

(For and on behalf of Bidder/ Contractor)
(Office Seal)

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

Witness 1: _____ Witness 1: _____
(Name & Address) (Name & Address)

Appendix-B

**Undertaking Letter
(To be submitted by the bidders)**

Date:

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

Subject: Undertaking Regarding Ownership and Control of the Bidder's Firm

Dear Sir/Madam,

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

We further declare that:

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

For and on behalf of
[Name of the Bidder's Firm]
Authorized Signatory