



**REQUEST FOR PROPOSAL (RFP)  
FOR  
COMPREHENSIVE CYBER RISK INSURANCE FOR RURAL  
CO-OPERATIVE BANKS FOR AN ANNUAL INSURANCE  
POLICY FOR FY 2024-25**

**National Bank for Agriculture and Rural Development (NABARD)**

**Strategic Planning and Product Innovation Department**

4th Floor, 'C' Wing C-24, 'G' Block

Bandra Kurla Complex, Bandra (East)

Mumbai - 400051

Maharashtra

Phone: 022-26539357

**Important Disclaimer:**

This Request for Proposal (RFP) is not an offer by NABARD, but an invitation to receive response from eligible interested bidders for the Cyber Insurance Policy for Rural Co-Operative Banks. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the Bidders. This document should be read in its entirety.

## 1. Glossary

Sl. No.	Acronym	Definition
1.	CVC	Central Vigilance Commission
2.	SPPID	Strategic Planning and Product Innovation Department
3.	NABARD	National Bank for Agriculture and Rural Development
4.	RFP	Request for Proposal
5.	RCBs	Rural Cooperative Banks
6.	CPPP	Central Public Procurement Portal



### 2. Tender Schedule

Reference No and Tender Date	Ref. No. NB.HO.SPPID/1209/SPPID-27/2023-24 dated 09 <sup>th</sup> February 2024
Tender For	Comprehensive Cyber Risk Insurance for Rural Co-operative Banks – FY 2024-25
Cost of RFP (Non-Refundable)	Not applicable as per IRDA letter No.IRDA/RCS/EMD/01/02 dated 02 May 2002.
Earnest Money Deposit (Refundable)	Not applicable
Date of Issue of RFP	09 February 2024
Insurance companies to send written questions regarding RFP to NABARD / Global Insurance	19 February 2024, 5:00 PM
Pre-bid Meeting	22 February 2024, 2:30 PM NABARD Head Office
NABARD's/Global Insurance's written response to Pre-bid queries and to substantive questions	26 February 2024
Last date & time for submission of Technical & Financial Bid	01 March 2024, 3:00 PM
Technical Bid Opening	02 March 2024, 3:30 PM
Date/Time of Opening of Financial Bid	Will be announced later
Policy Date from	01/04/2024, 00:00
Contact Numbers & Email	<ol style="list-style-type: none"> <li>1. Shri Atul Vedpathak, Dy General Manager, SPPID, NABARD, HO, Mumbai Mob : 9545899410, <a href="mailto:sppid.cbs@nabard.org">sppid.cbs@nabard.org</a></li> <li>2. Smt Radhika Menon, Asstt Manager, SPPID, NABARD, HO, Mumbai Mob : 9892396548, <a href="mailto:sppid.cbs@nabard.org">sppid.cbs@nabard.org</a></li> <li>3. Ankur Jain, Mob:9004007664, <a href="mailto:ankur.jain@globalinsurance.co.in">ankur.jain@globalinsurance.co.in</a></li> <li>3. Komal Vakil, Mob:9930004824; <a href="mailto:komal.vakil@globalinsurance.co.in">komal.vakil@globalinsurance.co.in</a></li> </ol>
	Two BID System

**Note: -**

1. Before bidding, the bidders are requested to carefully read the RFP document and the terms and conditions specified therein. If any bidder requires any clarification on this RFP, they may notify NABARD and Global Insurance in writing or by email at the NABARD's and Global Insurance's mailing address indicated in the RFP. Bidders should notify NABARD and Global Insurance of any error, omission or discrepancy found in this RFP document before last date and time for pre-bid queries.
2. NABARD and Global Insurance makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. NABARD and Global Insurance may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
3. All costs and expenses (whether in terms of time or money) incurred by the bidders in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by NABARD and Global Insurance, will be borne entirely and exclusively by the bidders.
4. The bidders must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
5. NABARD and Global Insurance reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
6. No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.
7. NABARD and Global Insurance reserves the right to change the dates mentioned above or in the RFP which would be communicated through the Bank's web site.
8. The bidder shall ensure compliance of Central Vigilance Commission guidelines (CVC) issued/ to be issued from time to time pertaining to the work covered under this RFP.
9. No binding legal relationship will exist between any of the bidder and NABARD until execution of a contractual agreement to the full satisfaction of the NABARD.
10. All Invoices, Licenses, Insurance Policies should be made in the name of respective Rural Co- Operative Banks.

### 3. Instructions to Bidders

#### 3.1. Request for Additional Information

- 3.1.1.** Bidders are required to direct all communications for any clarification related to this RFP, to the Designated NABARD / Global Insurance Brokers Private Limited officials and must communicate the same in writing.
- 3.1.2.** All queries relating to the RFP, technical or otherwise, must be in writing only via electronic mail. NABARD / Global Insurance Brokers Private Limited will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidder in the manner specified.
- 3.1.3.** However, NABARD / Global Insurance Brokers Private Limited will not reply any communication reaching the Bank later than the prescribed date and time.

#### 3.2. Rejection / Acceptance of Bid

NABARD / Global Insurance Brokers Private Limited reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. Any decision of NABARD / Global Insurance Brokers Private Limited in this regard shall be final, conclusive and binding on the bidder.

#### 3.3. Cancellation of Bid

NABARD / Global Insurance Brokers Private Limited reserves right to re-issue/re-commence the entire bid process and or any part in case of any anomaly, irregularity or discrepancy in regard thereof without assigning any reason whatsoever, at the sole discretion of the Bank. Any decision of NABARD / Global Insurance Brokers Private Limited in this regard shall be final, conclusive and binding on the bidder.

#### 3.4. Period of Validity of Bids

**Validity Period:** - Bids shall remain valid for 180 days from the last date specified for submission of bids in this RFP. NABARD / Global Insurance Brokers Private Limited holds the rights to reject a bid valid for a period shorter than 180 days.

**Extension of Period of Validity:** - In exceptional circumstances, NABARD / Global Insurance Brokers Private Limited may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable.

## 4. Chapter 1

### 4.1. Introduction & Instructions for E- Tender

- 4.1.1.** National Bank for Agriculture and Rural Development, is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "NABARD") having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.
- 4.1.2.** NABARD is issuing this Request For Proposal (RFP) merely as a facilitator for providing Cyber Insurance to Rural Cooperative Banks (RCBs) from IRDA licensed General Insurance Companies pursuant to the consent given to NABARD by these banks for floating and participating in the RFP.
- 4.1.3.** NABARD has authorized Global Insurance Brokers Private Limited to solicit proposals, through a bidding process from IRDAI Licensed Public Sector/ Private Sector General insurance companies operating in India, for respective Rural Co-Operative Banks (RCBs) Cyber Insurance Policy to insure Rural Co-Operative Banks (RCBs) and/or its Service providers against losses suffered and in respect of their liabilities arising as a result of Cyber-attack. Bidders are invited to submit their proposal in accordance with the enclosed RFP terms. Information provided here should be used for its intended scope and purpose only. Retention of this RFP signifies your agreement to treat the information as confidential.
- 4.1.4.** Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. All communication with regard to this proposal needs to be directed to NABARD and Global Insurance Brokers Private Limited only.
- 4.1.5.** NABARD invites online bids through **Central Public Procurement Portal (CPPP)** for Cyber Insurance Policy for Rural Cooperative Banks (RCBs) from IRDA licensed General Insurance Companies operating in India.
- 4.1.6.** All entries in the tender should be entered in online Technical & Financial formats without any ambiguity and on the **Central Public Procurement Portal (CPPP)**.

### 4.1.7. Eligibility Criteria

- a. The Eligibility Criteria is as per 'Annexure H'.
- b. The Technical Bid Form is as per Annexure 'J'.
- c. The Financial Bid (as per Annexure 'L') will be opened online on **Central Public Procurement Portal (CPPP)** only for those bidders who will qualify for the Eligibility Criteria and the Technical Bid.

4.1.8. The documents as per Annexure 'O' (Check List) may be uploaded on CPPP at the link provided therein alongwith Technical and Financial Bid. The bids submitted without these documents will be rejected.

4.1.9. At any time, prior to the deadline for submission of bid, NABARD / Global Insurance Brokers Private Limited may for any reason, modify the bid which will be posted on NABARD website. As such Bidders are requested to visit NABARD portal once again before the due date of submission to ensure that they have not missed any corrigendum uploaded against the said Bid after downloading the Bid document. The responsibility of downloading the related corrigendum, if any, will be of the bidder only.

### 4.1.10. Bidding in e-Tender/ Online Mode on CPPP

- a. The process involves Electronic Bidding for submission of Technical Bid as well as Financial Bid on CPPP.
- b. During the entire e-tender process, the bidders will remain completely anonymous to one another and to everybody else.
- c. NABARD/ Global Insurance Brokers Private Limited reserves the right to cancel/reject/accept/withdraw or extend RFP in full or part as the case may be without assigning any reason thereof.
- d. No deviation in the terms and conditions of the RFP document is acceptable. Submission of Bid by any bidder confirms their acceptance of terms and conditions for the RFP.
- e. Unit of Measure (UOM) is indicated in the RFP. Rate quoted should be in Indian Rupees as per UOM indicated in the RFP document.

4.1.11. The selection of insurance company resulting from this RFP shall be governed by the terms and conditions mentioned therein.

4.1.12. No deviation to the technical and financial terms and conditions will be allowed.

4.1.13. NABARD / Global Insurance Brokers Private Limited has the right to cancel this RFP / e-tender or extend the due date of receipt of bid (s) without assigning any reason thereof.



- 4.1.14.** The bidders must upload all the documents required as per terms of RFP. Any other document uploaded, which is not required as per terms of this RFP, shall not be considered.
- 4.1.15.** The Bid will be evaluated based on the filled-in Technical & Financial formats.
- 4.1.16.** The documents uploaded by the bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false, incorrect, fabricated or deceitful, during scrutiny, punitive action can be taken against defaulting Insurers/Bidder(s) and they shall be blacklisted and NABARD / Global Insurance Brokers Private Limited may take any such action/s as it may deem fit.
- 4.1.17.** NABARD intends to select only **one Insurance Company per bank** by issue of RFP, under contract. i.e. L1 bidder will be decided individual bank-wise.
- 4.1.18.** During pre-qualification and evaluation of the e-tender, NABARD / Global Insurance Brokers Private Limited may, at its discretion, ask bidders /respondents for clarification/s on their proposal. The bidders / respondents are required to respond within the time frame prescribed by NABARD / Global Insurance Brokers Private Limited.
- 4.1.19.** The proposal may be uploaded along with the covering letter about the proposal, accompanied by the information/documents indicated in the Annex and the declaration signed by the authorized signatory with Seal of the Company. All pages are required to be signed and stamped.

### **4.1.20. Proposal Requirements**

The following sections include the information necessary for your organization to respond to this RFP. Your proposal must:

- Provide confirmation of covers as requested
- Provide premium quotes in the requested format
- Provide duly filled in Annexure A to N (Except Annexure L) in Technical Proposal
- Provide duly filled in Annexure L in Financial Proposal.
- Failure to submit the proposal within the stipulated time may result in disqualification.



## 5. Chapter 2

### 5.1. General Information

The objective is to ensure that this Cyber Insurance Policy is managed at a high service level and in the most cost-effective manner. The insurer must have the flexibility necessary to respond to current and changing needs of Rural Cooperative Banks (RCBs).

The primary objective of NABARD / Global Insurance Brokers Private Limited in floating this RFP is to facilitate Rural Cooperative Banks (RCBs) to contract with Insurance Companies which can:

- Match the desired coverage plan and contract provisions
- Demonstrate the ability to deliver high quality services & claims paying ability at a competitive price

This RFP provides following information to enable you to prepare and submit proposals for consideration:

- Proposed Plan design
- Details required for underwriting the risk

### 5.2. Bid Response

**5.2.1.** If you intend to respond to this proposal, please submit your bids on **Central Public Procurement Portal (CPPP)** by the specified date and time for submission of bids.

**5.2.2.** No extension will be granted for submission.

**5.2.3** Pre-Bid Queries concerning the RFP or its attachments can be submitted by email at the following email ids as per the timeline provided in the RFP.

[sppid.cbs@nabard.org](mailto:sppid.cbs@nabard.org)  
[ankur.jain@globalinsurance.co.in](mailto:ankur.jain@globalinsurance.co.in)  
[komal.vakil@globalinsurance.co.in](mailto:komal.vakil@globalinsurance.co.in)

**5.2.4** NABARD / Global Insurance Brokers Private Limited will upload reply to Pre-bid queries on **Central Public Procurement Portal (CPPP)** and to substantive questions as per timeline provided in the RFP. No clarifications will be provided over telephone.

**5.2.5** NABARD / Global Insurance Brokers Private Limited assumes no responsibility or liability for any costs you may incur in responding to this RFP, including travel costs, attending meetings, etc.

### 5.2.6 Deviations from RFP Specifications

It is mandatory that the bidder should conform to RFP's specifications in full and provide a declaration for the same. Do not quote any Alternative Plan Designs.

5.2.7 Please quote the requested financial arrangements only.

5.2.8 The bidder will be bound to comply with the provisions set forth in this RFP. Any deviation will make the bidder liable to be disqualified.

### 5.3. Proposal Instructions

#### 5.3.1. Proposal Requirements

5.3.1.1. You may note that for the purpose of the appointment of Insurance Company for Cyber Insurance Policy, a Financial Bidding process will be followed.

5.3.1.2. A letter signed by an authorized officer of your organization confirming your proposal's complete compliance to the RFP specifications should be enclosed. No deviations are allowed to be incorporated.

5.3.1.3. Financial bid (as per Annexure 'L' to this RFP)

5.3.1.4. Premium quotes should be enclosed as per prescribed format.

5.3.1.5. All proposal responses will be opened online **Central Public Procurement Portal (CPPP)** and will be evaluated by a NABARD and Global Insurance Team.

### 6. Chapter 3

#### 6.1. Criteria for Technical Evaluation of Bids

- 6.1.1.** Bidder Insurance Company should be registered with IRDAI with at least 05 years' experience in the field of general insurance and its registration/license valid as on the date of bidding.
- 6.1.2.** Bidder Insurance Company should have underwritten minimum 3 cyber policies in general including one in BFSI. Kindly share policy copy/declaration.
- 6.1.3.** Bidder Insurance Company should have gross written premium of INR 1,000 Crore from Indian operations in any one of the financial years 2021-22 or 2022-23. Kindly attach balance sheet.
- 6.1.4.** Copy of IRDA license and Certificate of Incorporation are to be submitted as Evidence/supporting documents by the bidder.

#### 6.1.5. Important Terms

Quotes: The rates quoted must be final and considered firm regardless of actual claims experience as on the policy effective date. The rate must include maximum IRDAI stipulated remuneration for the insurance intermediary.

#### 6.1.6. Terms

- 6.1.6.1.** Your proposal must not have any "Premium / Claims Review" clause.
- 6.1.6.2.** Your proposal must clearly mention the policy being non-cancellable for any reason except for non-payment of Premium.

#### 6.2. Process to be adopted for Evaluation of the Bids

- 6.2.1.** The Financial Bids of only those bidders will be considered who have fulfilled the eligibility criteria as mentioned in clause 6.1 above and submitted a proposal compliance letter declaring acceptance of all terms & conditions of this RFP without any deviations.
- 6.2.2.** The contract for the Cyber Insurance Policy for respective Rural Co-Operative Banks (RCBs) will be awarded to the bidder, which has submitted the best competitive quote (L1) for the Coverage / Limit of Liability / Sum Insured option as chosen by NABARD and has agreed to the coverages and terms & conditions mentioned in this RFP in totality. L1 premium considered would be calculated as total premium of all sections/extensions of the policy, if applicable.
- 6.2.3.** The L1 bidder for each Rural Cooperative Bank (RCB) will be decided separately.

**6.2.4.** The bidder shall keep the bid valid for 180 days from the last date of submission of bids.

**6.3.** NABARD / Global Insurance Brokers Private Limited reserves the right to:

**6.3.1.** Reject any or all responses received in response to the RFP without assigning any reason.

**6.3.2.** Cancel the RFP / Tender at any stage, without assigning any reason.

**6.3.3.** Waive or Change any formalities, irregularities, or inconsistencies in this proposal (format and delivery). Such a change / waiver would be duly notified on **Central Public Procurement Portal (CPPP)** before the closure of the bid date. No communication will be done by email.

**6.3.4.** Extend the time for submission of all proposals and such an extension would be duly notified on **Central Public Procurement Portal (CPPP)** and communicated to all the companies who submit pre-bid queries.

**6.3.5.** Select the next most responsive bidder if the first most responsive bidder evaluated for selection fails to result in an agreement within a specified timeframe.

**6.3.6.** Share the information / clarifications provided in response to RFP by any bidder, with all other bidder(s) / others, in the same form as clarified to the bidder raising the query.

### **6.4. Bid Submission**

**6.4.1.** Technical & Financial Bid response format: The technical & financial Bid documents in PDF format bundled in zip folder should be uploaded separately at the respective hyperlink created for the purpose and should be named as under:

- a. "Technical Bid Documents: Rural Co-Operative Banks Cyber Insurance Proposal 2024-25"
- b. "Financial Bid Documents: Rural Co-Operative Banks Cyber Insurance Proposal 2024-25" respectively.

**6.4.2.** The bid should be signed by the person duly authorized to bind the bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence, establish that he/she is empowered to sign the tender documents and bind the bidder. All pages of the tender documents are to be signed by the authorized signatory.

**6.4.3.** All the documents as per the Checklist in Annexure 'O' may be submitted.

- 6.4.4.** The bid should contain no interlineations, erasures or over-writings, except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
- 6.4.5.** The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 6.4.6.** No rows/columns of the tender should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.



## 7. Chapter 4

### 7.1. Product Proposition & related documents

The Financial Bid submitted by the bidders must conform to the following terms & conditions in totality:

- 7.1.1.** Rural Co-Operative Banks (as per attachment) intends to procure a cyber-risk insurance policy with Limits of Liability as mentioned in the attachment for respective Rural Co-Operative Banks with list of coverages as stated in this section below. The Policy's territory and Jurisdiction shall be worldwide and the policy period being 1 year from date of its inception.
- 7.1.2.** Bidder should be insurance service provider and should be registered with IRDAI.
- 7.1.3.** Bidder should have staff with requisite experience for analyzing the settlement for any claim settlement for the cyber risk insurance policy once procured.
- 7.1.4.** The following are the terms and conditions of the policy (to be adhered to) and form the basis upon which the Technical Bid is to be provided:

Name of the Insured	Kindly refer attachment for the list of names of all Rural Co-Operative Banks (RCBs) as per Annexure 'P'
Address for Communication	The CGM, NABARD, Strategic Planning and Product Innovation Department, 4th Floor, 'C' Wing C-24, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051
Business / Occupation	Banking Services
Period Of Insurance	01/04/2024 to 31/03/2025
Limit of Liability / Indemnity AOA:AOY	Kindly refer attachment for the Limit of Liability / Indemnity for respective Rural Co-operative Banks (RCBs) as per Annexure 'P'
Deductible	General Policy Retention- 0.50 % of Limit of Liability each & every claim Waiting Period for Network Interruption - 12 Hours

Covers /Extensions	<ul style="list-style-type: none"> <li>• Cover for Personally Identifiable Information</li> <li>• Cover for Corporate Confidential Information</li> <li>• Liability arising out of Outsourced Activities</li> <li>• Cover for Man in the middle attack/Cyber Hacking</li> <li>• Cover for Disclosure/Data Privacy Liability including but not limited to virus/malware attack, introduction of malicious code or unauthorized access leading to data breach</li> <li>• Cover for Network Security &amp; Network Access liability including liability arising from insertion of any malicious</li> </ul>
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	<p>code/or virus/Trojan horse, worm or logic bomb/malware attack/Conduit Liability/ Impaired access liability</p> <ul style="list-style-type: none"><li>• Cover for Security Failure</li><li>• Cover for Regulatory Investigation, Costs &amp; Fines</li><li>• Cover for fees of professional consultants engaged by insured to respond or mitigate a cyber-event/ anticipated cyber event (including but not limited Forensics, Legal Experts, IT Security, etc.) including but not limited to containing or mitigating a Denial-Of-Service attack &amp; also cover Cost of changes the records of the individuals affected or reasonably believed to be affected by actual or alleged Qualifying Breach of Data Security</li><li>• Cover for Proactive- forensics and investigation costs- cover to trigger in case of suspected events.</li><li>• Cover for reputational liability – Both Company’s and Individual including but not limited to cost of appointing public relations consultant</li><li>• Cover for Crisis Communication, PR expenses- <b>sub limited to 20% of limit of liability</b></li><li>• Cover for Notification expenses (to data subjects) incurred by the insured for actual, alleged or suspected Qualifying Breach of Personal Information or breach of Data Protection Law or Qualifying Breach of Corporate Information.</li><li>• Cover for Credit Monitoring expenses incurred by the Insured</li><li>• Monitoring costs amended to cover costs of customer credits</li><li>• Cover for costs incurred to restore data/networks including but not limited to cost of Blank Media &amp; Increased Labor</li><li>• First Party Data Restoration costs</li><li>• Cover for Content liability including but not limited to liability arising out of disparagement of products and services, defamation and infringement of intellectual property rights / Cover for Multi-media liability</li><li>• Breach of Intellectual property except patents &amp; Trade Secrets</li><li>• Waiver of Insurers consent for incurred defense costs applicable for multimedia liability</li><li>• Cover for Cyber Extortion including payment of Ransom including lost in transit /Ransom ware event cover - Full limits</li></ul>
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- Cover for Business Interruption/DOS/DDOS Attacks- Full Limits
- Cover for losses due to cyber terrorism
- Definition of Computer system to include all service provider systems, cloud hosting services
- Cover for Third Party Infrastructure, all technological platforms including SAAS used by respective Insured for internal operations or customer facing applications.
- Computer system definition to include leased and licensed systems by the Insured.
- Cover for non-compensatory damages, including but not limited to punitive, multiple, exemplary damages where insurable by law.
- Cover for Civil fines & penalties wherever insurable by law
- Insured Definition to Include
  - Contractors & Subcontractors working on behalf of the company
  - Entities the company is required by contract to add as insured under the policy, but only for wrongful acts of Company
  - Cover for Definition of Insured to include Service provider
  - Cover for employees unauthorized actions including but not including but not limited to resigned, retired or serving employees accepted
  - Cover for all entities listed as policy holder, all subsidiaries of Insured & all employees to be covered as Insured.
- Professional Fees include costs incurred during 48 Hours of a qualifying breach of data security without prior consent of the Insurer- **sub-limited to 10% of the limit of liability**
- No exclusion for Unauthorized Data/Intentional Act/Data Risk/Unsolicited Material/ Criminal Acts
- Claims Notification: Control Group Clause
- Insurers Consent is amended for any claim where the total claim value, including defense costs and Damages combined, is less than 100% of any applicable retention, the Insured may settle the claim without the written consent of the Insurer.
- Amended Conduct Exclusion with final adjudication language.

	<ul style="list-style-type: none"> <li>• Newsworthy event definition Amended to include material interruption or extortion threat</li> <li>• Qualifying breach of Corporate information include any unauthorized disclosure or transmission of Corporate information by Insured</li> <li>• Cover for Theft/e-theft of money, securities but not limited to SWIFT Network Frauds.</li> <li>• Cover for Reward expenses- <b>sub limited to 25% of the limit of Liability.</b></li> <li>• Psychological Expenses- <b>Sub limited to 10 % of the limit of Liability.</b></li> <li>• Amended Loss of Personal Information clause</li> <li>• Cover for cleanup costs- <b>Sub limited to 20% of the limit of Liability.</b></li> <li>• Cover for Theft of Money, securities of third parties due to e-communication frauds- <b>sub limited to 50% of the limit of Liability.</b></li> <li>• Cover for phreaking Telecall expenses</li> <li>• Cover for loss arising from unauthorized data alteration or stealing of data (including social engineering)</li> <li>• OFAC Sanction</li> <li>• Cover for Auto Acquisition of Subsidiary- <b>Up to 25% of Insured's Revenue</b></li> <li>• Cover for Extended reporting period- <b>210 Days</b></li> <li>• Cover for Expenses incurred to quantify loss</li> <li>• Cover for policy to be non-rescindable</li> <li>• Cover for Defense Costs Advancement</li> <li>• Court Attendance Costs</li> <li>• Policy to be non-cancellable except in event of non-payment premium</li> <li>• Third party definition scope amended</li> <li>• All other terms and conditions as per policy form</li> </ul>
Retroactive Date	As per policy Inception
Territorial Limits	Worldwide
Jurisdiction	Worldwide

## 8. Chapter 5

### 8.1. RFP Terms & conditions

**8.1.1.** Bidder warranties - By submitting a Response, bidder represents and warrants NABARD / Global Insurance Brokers Private Limited that, as at the date of submission:

**8.1.1.1.** The Bidder has fully disclosed to NABARD / Global Insurance Brokers Private Limited in its Responses all information which could reasonably be regarded as affecting in any way NABARD / Global Insurance Brokers Private Limited evaluation of the Response.

**8.1.1.2.** All information contained in the Bidder's Response is true, accurate and complete and not misleading in anyway.

**8.1.1.3.** No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Bidder threatened against or otherwise involving the Bidder which could have an adverse effect on its business, assets or financial condition or upon Global Insurance Brokers Private Limited and/ or NABARD reputation if the Response is successful.

**8.1.1.4.** The Bidder will immediately notify the Global Insurance Brokers Private Limited and NABARD of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the Bidder's business, assets or financial condition, or Global Insurance Brokers Private Limited /NABARD's reputation or render the Bidder unable to perform its obligations under the Policy contract / Service level agreement, if any or have a material adverse effect on the evaluation of the responses by Global Insurance Brokers Private Limited /NABARD; and

**8.1.1.5.** The Bidder has not and will not seek to influence any decisions of Global Insurance Brokers Private Limited &/or NABARD during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders.

**8.2. Confidentiality** - Bidder must keep confidential, any information received from or about the participating Rural Cooperative Banks (RCBs) / NABARD as a result of or in connection with the submission of the Response. All information contained in the Response, or in subsequent communications shall be deemed confidential and may be used only in connection with the preparation of Bidder's Response. Unless expressly agreed in writing, prior to submissions, responses are not confidential and may be used by NABARD in whole or part. NABARD, however, will not disclose the information provided by Bidder in a Response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law.

Additionally, and at any point of the evaluation and selection process, NABARD may require the Bidder to execute a Non-Disclosure Agreement (NDA) if the Bidder has not executed an NDA with NABARD previously.

- 8.3.** This RFP is not an offer to contract, nor should it be construed as such. It is a definition of specific NABARD's requirement and an invitation to recipients to submit a responsive proposal addressing such requirements. Global Insurance Brokers Private Limited & NABARD reserves the right to make no selection and enter into no agreement as a result of this RFP.
- 8.4.** It should be understood that your response to this RFP constitutes an offer to do business on the terms stated in your response and that, should a contract be awarded to you, Global Insurance Brokers Private Limited /NABARD may, at its option, incorporate all or any part of your response to this RFP in the contract. Global Insurance Brokers Private Limited / NABARD reserves the right to accept your offer without further discussions and without any additional opportunity for you to amend, supplement or revise your submitted offer.
- 8.5.** Financial Documents - Global Insurance Brokers Private Limited & NABARD may request additional financial/business information from the Bidder at its discretion.
- 8.6.** Selection Criteria - The selection criteria, inquiries, questions or information put forth in the Response are meant to be provided on the aforesaid and established through the details submitted by the bidder in the Bid.
- 8.7.** Termination/or suspension of evaluation process – Global Insurance Brokers Private Limited /NABARD to suspend or terminate the Bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability to the Bidder or any third party. Bidders will be notified, if any suspension or termination occurs but Global Insurance Brokers Private Limited &NABARD is not obliged to provide any reasons.
- 8.8.** Other Rights - Without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, Global Insurance Brokers Private Limited / NABARD may at any stage of the evaluation process:
- 8.8.1.** Require additional information from a Bidder;
- 8.8.2.** Change the structure and timing of the evaluation process.
- 8.8.3.** Terminate further participation in the evaluation process by a Bidder.
- 8.8.4.** Vary or extend the timetable and evaluation process
- 8.9.** Responsibility for Costs - Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in relation to the evaluation process (including in relation to providing NABARD with the response, the revised response or any additional information).

- 8.10.** Non-Reliance by Bidder- Bidder, by submitting a Response, acknowledges that:
- 8.10.1.** It does not rely on any information, representation or warranty, whether oral or in writing or arising from other conduct, other than that specified in this RFP or otherwise provided by NABARD in writing;
- 8.10.2.** It has made its own inquiries as to regarding the risks, contingencies and other circumstances that may have an effect on the Bidder's Response as well as the accuracy, currency or completeness of such information; and
- 8.10.3.** Information provided in its Responses are based on historical trends does not constitute a representation that such trends will continue into the future or occur again and nothing contained in its Response can be relied upon as a commitment, guarantee or representation regarding future events or performance.
- 8.10.4.** NABARD 's right to vary – NABARD, in consultation with Global Insurance Brokers Private Limited reserves the right to vary any aspect of this valuation process, without liability to Bidder. Where NABARD varies any aspect of this evaluation process or the agreement, NABARD/ Global Insurance Brokers Private Limited shall notify the Bidder of that variation as far as possible.
- 8.10.5.** Precedence of Documents - If there is any inconsistency between the terms of this RFP and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this RFP, the terms of the RFP will prevail to the extent of any inconsistency.
- 8.10.6.** Governing Laws & Dispute Resolution - The RFP and selection process shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the RFP process shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of one arbitrator - to be appointed by the concerned Rural Cooperative Bank (RCB). The venue of arbitration shall be the Head Office of the Rural Cooperative Bank (RCB).
- 8.10.7.** The evaluation process as communicated earlier shall continue without any changes.
- 8.10.9** In the event that you elect not to respond to this RFP, then the restrictions shall continue to apply to the use or disclosure of the information.
- 8.10.10** Communication in this regard, if any, may be addressed at the following address:

The Chief General Manager, SPPID, National Bank for Agriculture and Rural Development (NABARD) Plot C-24, G Block, Bandra Kurla Complex, BKC Road, Bandra East, Mumbai – 400051



## 9. Chapter 6

### 9.1. Other Important Terms and Conditions

**9.1.1** The bidder will read and satisfy all the terms and conditions as enumerated at various paragraphs of this RFP.

#### 9.1.2 Contact Point for RCBs & Confidentiality of RCBs' Information

**9.1.2.1.** The Bidder's representative & local office at Mumbai will preferably be the contact point for the Rural Cooperative Banks (RCBs). If local office at Mumbai isn't available, Bidder should share contact details of representative and office for communication in India.

**9.1.2.2.** The Bidder will treat all data and information about the Rural Cooperative Banks (RCBs), obtained in the execution of his responsibilities as confidential and will not reveal such information to any other party without the prior written approval of the Bank. The Bidder will submit Confidentiality Undertaking in format provided in Annexure-F.

#### 9.1.3. Order Cancellation / Termination of Contract

NABARD reserves its right to cancel the entire / unexecuted part of Purchase Order at any time, by giving 30 days' notice to rectify the issues, in the event of one or more of the following conditions:

- a. Breaches in the terms and conditions of the Purchase Order.
- b. Failing to perform any other obligation(s) under the Contract.

**9.1.4.** NABARD is at liberty to terminate the contract by giving 30 days' 'Notice' on failing to provide satisfactory services. If the bidder provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.

**9.1.5.** NABARD, without prejudice to any other remedy for breach of contract, by giving 30 days' written notice of default sent to the Vendor and if the Vendor fails to cure the default within the notice period, may terminate this Contract in whole or in part.

#### 9.1.6. Indemnity

**9.1.6.1** The selected bidder shall indemnify, protect and save NABARD against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc.

**9.1.6.2** Selected Bidder shall keep NABARD, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused

to NABARD through the action of its employees, agents, contractors, sub-contractors etc.

**9.1.6.3** The indemnification is only a remedy for NABARD. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by NABARD arising out of claims made by its customers and/or regulatory authorities.

**9.1.6.4** However, the Selected Bidder would be given an opportunity to be heard by NABARD prior to making of a decision in respect of such loss or damage.

### **9.1.7. Liability of the Selected Bidder**

**9.1.7.1.** NABARD shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.

**9.1.7.2.** Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by NABARD under the Contract to be issued for this tender. Such liability of the Selected Bidder will be restricted to the actual amount of the contract.

**9.1.7.3.** However, the selected bidder would be given an opportunity to be heard by NABARD prior to making of a decision in respect of such loss or damage.

**9.1.7.4.** "Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to loss of income or profits."

### **9.1.8. Negligence**

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by NABARD, in such eventuality, NABARD may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, NABARD shall have the right to cancel the Contract holding the selected bidder liable for the damages that NABARD may sustain in this behalf. Thereafter, NABARD is to be compensated for good the failure at the risk and cost of the selected bidder.



### 9.1.9. Force Majeure

**9.1.9.1** The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is due to an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of NABARD either in fires, floods, strikes, lock-outs and freight embargoes.

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

**9.1.9.3** In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months. NABARD and the bidder shall hold consultations with each other in an endeavour to find a solution to the problem.

**9.1.9.4** Notwithstanding the above, the decision of NABARD shall be final and binding on the bidder.

### 9.1.10. Changes to RFP

**9.1.10.1** NABARD also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion up to the date of submission of bids.

**9.1.10.2** NABARD reserve right to issue Corrigendum to the RFP and that would be published in **Central Public Procurement Portal (CPPP)** only and not through newspaper advertisement.

**9.1.10.3** NABARD reserves the right to extend the dates for submission of responses to this document. Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses.

**9.1.11. Preliminary Scrutiny** – NABARD will scrutinize the offer to determine whether it is complete; whether any errors have been made in the offer; whether required technical documentation has been furnished; whether the documents have been properly signed; and whether items are quoted as per the schedule. NABARD may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the bidder and

NABARD reserves the right for such waivers and NABARD's decision in the matter will be final.

**9.1.12. Clarification of Offer** — To assist in the scrutiny, evaluation and comparison of offer, NABARD may, at its discretion, ask the bidder for clarification of their offer. NABARD has the right to disqualify the bidder whose clarification is found not suitable to the proposed project. NABARD reserves the right to make any changes in the terms and conditions of RFP. NABARD will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations.

**9.1.13. Erasures or Alterations** — The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. NABARD may treat the offers not adhering to these guidelines as unacceptable.

**9.1.14. Pricing** — It is absolutely essential for the bidder to quote the lowest price at the time of making the offer in its own interest. In the event of NABARD not satisfied with the Price Discovery in this process, NABARD reserves the right to initiate the tendering process again through appropriate tendering option.

### **9.1.15. Information Ownership**

All information processed, stored, or transmitted by bidder belongs to NABARD. The bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

### **9.1.16. Publicity**

Any publicity by the bidder in which the name of NABARD is to be used should be done only with the explicit written permission of NABARD.

### **9.1.17. Compliance with Laws**

- a. Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify NABARD about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect NABARD and its employees /officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

- b. Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so. shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NABARD and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NABARD will give notice of any such claim or demand of liability within reasonable time to the Bidder.

### 9.1.18. Resolution of Disputes

- 9.1.18.1. All disputes and differences of any kind whatsoever arising out of or in connection with the Purchase Order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act, 1996.
- 9.1.18.2. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 9.1.18.3. The Bidder will submit a Pre-Contract Integrity Pact as per the format given in Annexure-D.

### 9.1.19. Privacy

The bidder shall not publish or disclose in any manner, without NABARD's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at NABARD location.

### 9.1.20. Contract Re-Negotiation

NABARD will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

### 9.1.21. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

NABARD reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. NABARD reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### **9.1.22. 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 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 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.

### **9.1.23. Violation of Terms**

NABARD clarifies that NABARD shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction (place of jurisdiction at Mumbai) may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **9.1.24. Non-Disclosure Information**

The Selected Bidder shall not, without NABARD's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information

furnished by or on behalf of NABARD in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with NABARD as per the prescribed format provided in Annexure-E.

### **9.1.25. No Commitment to Accept Lowest or Any Offer/Bid**

NABARD shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. NABARD has the right to re-issue tender/bid. NABARD reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. NABARD will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of NABARD in this regard shall be final, conclusive and binding upon the bidder

### **9.1.26. Signing of The Bid**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

### **9.1.27. Costs of Preparation & Submission of Bid**

The bidder shall bear all costs for the preparation and submission of the bid. NABARD shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

### **9.1.28. Confidentiality of The Bid Document**

The bidder, irrespective of their participation in the bidding process, shall treat the details of the documents as secret and confidential.

### **9.1.29. Disclaimer**

This RFP is not an offer by NABARD, but an invitation to receive response from Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly Authorized officers of NABARD with the Bidder.



## Annexure-A

### Bid submission & Conformity Letter

Note: This Bid Offer Covering letter should be on the letterhead of the Bidder and should be signed by an authorized person.

The Chief General Manager  
Strategic Planning and Product Innovation Department  
National Bank for Agriculture and Rural Development  
4<sup>th</sup> floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051. Maharashtra

Dear Sir/ Madam,

**Subject:** Response to RFP Ref No. NB.HO.SPPID/1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024 for Cyber Insurance Policy for Rural Co-Operative Banks (RCBs)

We, the undersigned bidder, having read and examined the aforesaid RFP document in detail, do hereby propose to extend the services as specified in the Tender document referenced above and submit the technical & financial Bid documents named as under:

- “Technical Bid Documents: Cyber Insurance Proposal for Rural Co-Operative Banks 2024-25”
- “Financial Bid Documents: Cyber Insurance Proposal for Rural Co-Operative Banks 2024-25” respectively.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We agree to abide by this Bid for a period of 180 days from the last date of submission of Bid and the terms and conditions of this bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that our prices are valid for a period of minimum one year from the date of acceptance of Purchase order.

We further confirm that, until the Purchase Order is accepted, this Bid, together with respective Rural Cooperative Banks’ (RCBs’) written acceptance thereof and the notification of Award shall constitute a binding Contract between us.

We understand that we do not have any option to raise any objection against any of the said processes defined in the RFP in any future date.

We understand and accept that NABARD and respective Rural Cooperative Banks (RCBs) are not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or sought by us any subsequent deviations, whether orally or in writing. The decision of NABARD & respective Rural Cooperative Banks (RCBs) not to accept any such extraneous conditions and deviations will be final and binding on us.

We understand that the Rural Cooperative Banks (RCBs) are not bound to accept the lowest or any Bid received.

Thanking you.

Yours sincerely,

Date

Place

Signature of Authorized Signatory

Name of Authorized Signatory

Designation

Name of the Organization

Seal







## RFP for Cyber Insurance Policy



### Annexure-B

### Letter of Authorization to Bid

**(To be executed on non-judicial stamp paper of Rs.500/-)**

The Chief General Manager  
Strategic Planning and Product Innovation Department  
National Bank for Agriculture and Rural Development  
4<sup>th</sup> floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051. Maharashtra

Dear Sir,

**Subject:** Authorization Letter for submitting bid documents.

RFP Ref. No. NB.HO.SPPID/1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024

This has reference to your above RFP for Cyber Insurance Policy for Rural Co-Operative Banks with one Year Contract Period. Mr./Mrs./Miss ----- is hereby authorized to submit the bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organization for all the products/goods/ services required by the bank as called for vide the bank's request for proposal vide RFP Ref. No. NB.HO.SPPID/1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024.

We confirm that all the prices quoted in tender by the person as authorized above shall be binding on us. He/ She is also authorized to take decisions on behalf of the company till RFP process is completed. Certified photocopy of Power of Attorney (P/A) of the person authorizing such person is submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this RFP.

The specimen signature is attested below:

Specimen Signature of the person: -----  
Authorized to submit bid

Signature of Authorizing Authority: -----

Name of Authorizing Authority: -----

**Note:**

1. This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.
2. **Certified Xerox copy of Power of Attorney of authorized Signatory/authority** required to be submitted as above may be scanned and submitted as a single PDF file along with this Annexure.





## RFP for Cyber Insurance Policy



### Annexure-C

### RFP Download Declaration

(On the organization's letter head)

The Chief General Manager  
Strategic Planning and Product Innovation Department  
National Bank for Agriculture and Rural Development  
4<sup>th</sup> floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051.

Dear Sir,

**Subject:** RFP Download Declaration

Kindly refer to your RFP Ref No. NB.HO.SPPID/1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024 published on the Central Public Procurement Portal (CPPP) / NABARD's website [www.nabard.org](http://www.nabard.org). We wish to confirm that we have downloaded the complete RFP document from the NABARD's website. We shall submit the RFP document as per your prescribed specifications for Technical & Financial Bid.

I/We have downloaded this RFP document from Central Public Procurement Portal (CPPP) / NABARD's website [www.nabard.org](http://www.nabard.org) and I/we have not tampered / modified the RFP forms in any manner. In case, if the same is found to be tampered / modified, I / we understand that my / our bid will be summarily rejected and full earnest money deposit, if any, will be forfeited and I/we am/are liable to be banned from doing business with NABARD/ other PSUs and/or prosecuted.

I /We shall submit a signed copy of the RFP, as a token of acceptance of all the terms & conditions mentioned in the RFP.

Yours Sincerely,

Signature of authorized Signatory with Seal:

Name of the authorized Signatory:

Date:

Place:

Phone:

E-mail address:

**Note:** Signed copy of the RFP required to be submitted as above may be scanned and submitted as a single PDF file along with this Annexure.



## RFP for Cyber Insurance Policy



### Annexure-D

### Pre-Contract Integrity Pact

(To be executed on Non-Judicial Stamp Paper of Rs.100/-)

Ref No. NB.HO.SPPID/1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024

Between

National Bank for Agriculture and Rural Development (NABARD)

hereinafter referred to as “The Buyer” And .....  
hereinafter referred to as “The Bidder”

#### **Preamble**

The Buyer intends to award, under laid down organizational procedures, contract/s for ----- . The Buyer values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Buyer**

(1) The Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Buyer, personally or through family members, will 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 Buyer will, during the tender process treat all Bidder(s) with equity and reason. The Buyer will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Buyer will exclude from the process all known prejudiced persons.

(2) If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive

suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. 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 cartelization in the bidding process.

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

d. The Bidder(s)/Contractor(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 Buyers, if any.

e. The Bidder(s) /Contractor(s) will, 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 in the matter.

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

### **Section 3 – Disqualification from 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 which put their reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

### **Section 4 – Compensation for Damages**

(1) If the Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, deposited if any in relation to this RFP.

(2) If the Buyer has terminated the contract according to Section 3, or if the Buyer is entitled to terminate the contract according to Section 3, the Buyer 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 incorrect statement on this subject, he can be disqualified from the tender process.

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

(1) In case of Sub-contracting, the Buyer Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Buyer will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Buyer will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)**

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

### **Section 8 – Independent External Monitor**

(1) The Buyer appoints competent and credible Independent External Monitor 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.

The Independent External Monitor appointed for NABARD is:

Shri Jagdeep Kumar Ghai, PTA & FS (Retd.)  
FLAT NO 1032, A Wing, Vanashree Society,  
Sector 58 A&B, Palm Beach Road,  
Nerul, Navi Mumbai 400 706

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(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 of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to 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, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take 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 will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within 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 disqualification of 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 discharge/determined by the Chairman of NABARD.

### **Section 10 – Other provisions**

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Buyer, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made 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 will strive to come to an agreement to their original intentions.

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

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

**BUYER**

Name of the Officer  
Designation  
NABARD

Witness

- 1.
- 2.

**BIDDER**

Chief Executive Officer  
Organization

Witness

- 1.
- 2.





## RFP for Cyber Insurance Policy



### Annexure-E

### Non-Disclosure Agreement Form

Ref No. NB.HO.SPPID/ 1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024

(To Be Submitted Only By the Winning Bidder)

**(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)**

This Non-Disclosure Agreement made and entered into at ..... this.....day of ..... 2024 BY AND BETWEEN -----, a company incorporated under the Companies Act, 1956 having its registered office at ..... (Hereinafter referred to as the Vendor, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its registered office at NABARD Head Office, C-24, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051 (hereinafter referred to as "NABARD" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

The Vendor and NABARD are hereinafter collectively referred to as "the Parties" and individually as "the Party".

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Proposal to avail Cyber Insurance Policy for Rural Co-operative Banks (RCBs) the coverage of which is specified in RFP Ref No. NB.HO.SPPID/1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024 and whereas----- (Name of Vendor) has through an RFP process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The Vendor is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.

3. The Vendor is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.

4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

5. Receiving Party means who receives the confidential information.

6. Disclosing Party means who discloses the confidential information.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and NABARD granting the Vendor and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

### **1. Confidential Information**

(i) "Confidential Information" means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the Vendor during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";

"Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv)

information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

(iii) “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

(iv) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.

Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement.

(b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.

(c) was rightfully obtained by the Vendor from a source other than NABARD without any obligation of confidentiality,

(d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential

information shall be returned to NABARD or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event Vendor is legally compelled to disclose any Confidential Information, Vendor shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. Vendor shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which Vendor will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

### **2. Non-disclosure**

The Vendor shall not financially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Vendor agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) Business processes and procedures; or
- d) Current and future business plans; or
- e) Personnel information; or



- f) Financial information.
- g) Capital adequacy computation workings

### **3. Publications**

The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

### **4. Term**

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Vendor hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The Vendor agrees and undertake to treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

### **5. Title and Proprietary Rights**

Notwithstanding the disclosure of any Confidential Information by NABARD to the Implementation partner, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

### **6. Return of Confidential Information**

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon

request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

### 7. Remedies

7.1. The Vendor acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Vendor will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. NABARD shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees).

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges

b. Change of personnel assigned to the job

c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.

d. Termination of contract

7.5. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

### **8. Entire Agreement, Amendment, Assignment**

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

### **9. Miscellaneous**

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the consultants to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the consultant and shall not be disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9. All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

### **10. Suggestions and Feedback**

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

## 11. Governing Law

The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

## 12. General

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

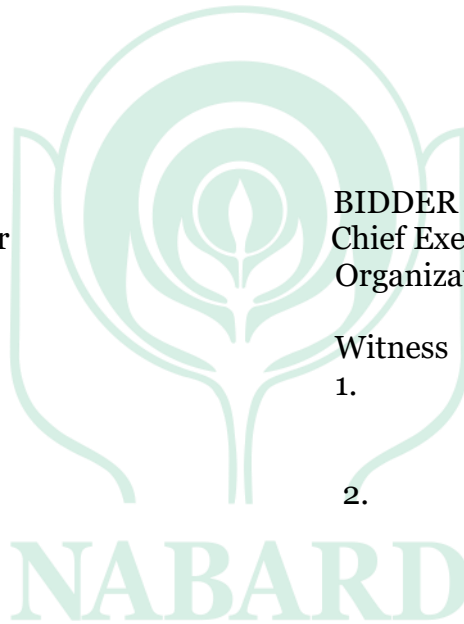
In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

BUYER  
Name of the Officer  
Designation  
NABARD  
Witness  
1.

2.

BIDDER  
Chief Executive Officer  
Organization  
Witness  
1.

2.





## RFP for Cyber Insurance Policy



### Annexure-F

### Confidentiality Undertaking

(On the Organization's letter head)

Ref No. NB.HO.SPPID/1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024

The Chief General Manager  
National Bank for Agriculture and Rural Development  
SPPID, 4th floor, C Wing C-24, 'G' Block, Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051.

Dear Sir,

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for Cyber Insurance Policy for Rural Co-Operative Banks (RCBs), we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a Financial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to NABARD & Rural Co-Operative Banks (RCBs) and its business that is provided to us pursuant to this Undertaking.

In consideration of you providing opportunity to us to bid, and for this purpose making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than the following:
  - With your prior written consent, such consent not to be unreasonably withheld;
  - To the extent that such disclosure is required by law;
  - To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
  - To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.





## RFP for Cyber Insurance Policy



4. We shall not disclose or divulge any of the Confidential Information to any other client of (name of product vendor / implementation partner)
5. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.
6. This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

Yours Sincerely

Signature and Seal of the Authorized Signatory : -----

Name of the Authorized Signatory: -----

Designation : -----

Date: ----- Place : -----



NABARD



## RFP for Cyber Insurance Policy



### Annexure-G

### Non-Blacklisting Declaration

(On the Organization's letter head)

Ref No. NB.HO.SPPID/1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024

#### **Part A. In the case of a Proprietary Concern:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s.----- which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on blacklist declared by any Bank, Financial Institution, State / Central Government's Vendor Black List except as indicated below:

(Here give particulars of blacklisting and in absence thereof state "NIL")

#### **Part B. In the case of a Partnership Firm:**

We hereby declare that neither we, M/s. -----, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist declared by any Bank, Financial Institution, State / Central Government's Vendor Black List, except as indicated below

(Here give particulars of blacklisting and in the absence thereof state "NIL")

#### **Part C. In the case of Company:**

We hereby declare that we have not been placed on any blacklist declared by any Bank, Financial Institution, State / Central Government's Vendor Blacklist, except as indicated below:

(Here give particulars of blacklisting and in the absence thereof state "NIL")



## RFP for Cyber Insurance Policy



It is also understood that if this declaration is found to be false in any particular, NABARD shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Yours Sincerely

Signature and Seal of the : -----  
Authorized Signatory

Name of the Authorized Signatory: -----

Designation : -----

Date: ----- Place : -----





## RFP for Cyber Insurance Policy



### Annexure – H

### Eligibility Criteria

<<<< On the Letterhead of the Bidder >>>>

Ref No. NB.HO.SPPID/1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024

To,  
The Chief General Manager  
National Bank for Agriculture and Rural Development  
SPPID, 4th floor, C Wing C-24, 'G' Block, Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051.

Dear Sir / Madam,

We, ----- (name of the Bidder), hereby confirm that we are eligible to participate in the RFP for Cyber Insurance Policy for Rural Co-Operative Banks as per the eligibility criteria laid down in this RFP.

We confirm that we have submitted the relevant documents pertaining to eligibility conditions.

Sr. No.	Eligibility Criteria	Documents required	Document Submitted
1.	Registered with IRDA with at least 05 years 'experience in the field of general insurance	Certificate of Incorporation	Yes/No
2.	Insurance company should have underwritten minimum 3 cyber policies in general including ONE in BFSI. Kindly share policy copy/declaration.	Policy Copy / Declaration	Yes/No
3	Valid registration/license as on the date of bidding	IRDA License copy / renewal receipt showing current validity	Yes/No
4	Gross Written Premium of INR 1,000 Crore in any one Financial year i.e. 2021-22 OR 2022-23	Copy/Extract of Annual report for 2021-2022 OR 2022-23	Yes/No



## RFP for Cyber Insurance Policy



It is understood and submitted that the in case the documents furnished as above are found to be incorrect / false / misrepresented / forged, NABARD shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Yours Sincerely

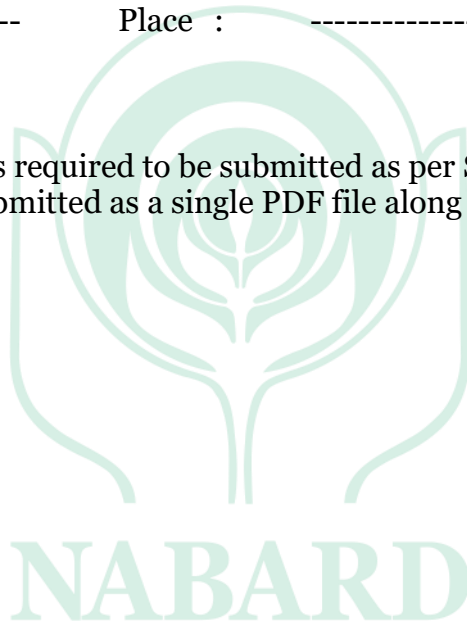
Signature and Seal of the : -----  
Authorized Signatory

Name of the Authorized Signatory: -----

Designation : -----

Date: ----- Place : -----

**(Note:** Documents required to be submitted as per Sr. No. 1 to 4 above may be scanned and submitted as a single PDF file along with this Annexure.)





# RFP for Cyber Insurance Policy



## Annexure- I

### Pre-Bid Query Format

(On the Organization's letter head)

Ref No. NB.HO.SPPID/1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024

Sr. No.	Section and Clause Reference No.	Page No.	RFP Text	Query	Response to query (to be left blank by the vendor)

Yours Sincerely

# NABARD

Signature and Seal of the Authorized Signatory : -----

Name of the Authorized Signatory: -----

Designation : -----

Date: ----- Place : -----





# RFP for Cyber Insurance Policy



## Annexure – J

### Technical Bid

<<<< On the Letterhead of the Bidder >>>>

#### Proposal Compliance Declaration

Ref No. NB.HO.SPPID/1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024

To,  
Chief General Manager,  
National Bank for Agriculture and Rural Development  
SPPID, 4th floor, C Wing C-24, 'G' Block, Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051.

Dear Sir / Madam,

We, ----- (name of the Bidder) hereby confirm that our bid conforms to all the proposed terms, conditions of this RFP including but not limited to proposed covers, additional covers, limits of insurance, deductibles, additional clauses as mentioned in the section “Product Proposition and Related Documents” (Chapter 4) for respective Rural Cooperative Banks (RCBs).

Yours Sincerely

Signature and Seal of the Authorized Signatory : -----

Name of the Authorized Signatory: -----

Designation : -----

Date: ----- Place : -----

## Annexure – K

### Bank Mandate Form

(To be submitted in Duplicate on the Organization’s letterhead)

1	Name of Bidder			
2	Address of the Bidder			
	City	City	E-mail id	
	Pin Code	Pin Code	Mobile No.	
	Phone No. with STD code			
3	Permanent Account Number of Company			
4	GST Number			
5	MSE Registration / CA Certificate 3			

#### Particulars of Bank account

Bidder Name in Bank Account																			
Bank Name					Branch Name														
Branch Place					Branch City														
PIN Code					Branch Code														
MICR No.																			
Account type	Saving				Current				Cash Credit										
Account No. <i>as appearing in the Cheque book)</i>																			
<b>Please attach a cancelled Cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number</b>																			
IFSC CODE	For RTGS transfer								For NEFT transfer										



## RFP for Cyber Insurance Policy



I hereby declare that the particulars given above are correct and complete. I shall not hold NABARD / Global Insurance Brokers / Rural Cooperative Banks (RCBs) responsible if any transaction is delayed or not effected for reasons of incomplete or incorrect information provided on my part. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI RTGS/NEFT.

Place :

Date : Signature of the party / Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Bank's stamp

Authorized Signatory of the Bidder with Seal

Date:

**Note:** Cancelled cheque required to be submitted as above may be scanned and submitted as a single PDF file along with this Annexure.

NABARD



# RFP for Cyber Insurance Policy



## Annexure - L

### Financial Bid

#### Cyber Insurance Policy for Rural Co-Operative Banks (RCBs) - 2024-25

#### Premium for Policy Period from 01.04.2024 to 31.03.2025

Name of Rural Co-Operative Bank (RCB)	Limit of Liability (Rs. Crore)	Premium (Rs.)	Applicable GST (Rs.)	Total Premium Payable (Including GST)

**Note: Financial bid form should be submitted separately online and not with technical bid form.**

Premium quoted above should be valid for a period of 1 year and inclusive of IRDAI stipulated maximum remunerations for Global Insurance Brokers Private Limited.

Yours Sincerely



Signature and Seal of the Authorized Signatory : -----

Name of the Authorized Signatory: -----

Designation : -----

Date: ----- Place : -----

## Annexure - M

### Escalation Matrix

(To Be Submitted Only By the Winning Bidder)

(On the Organization's letter head)

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email Address
1.		First Level Contact				
2.		Second Level Contact (if response is not received in 24 Hours)				
3.		Regional /Zonal Head (if response is not received in 48 Hours)				
4.		Country head (if response is not received in 1 WEEK)				

Any change in the above contacts will be informed to the concerned Rural Cooperative Bank (RCB) immediately.

Yours Sincerely

Signature and Seal of the Authorized Signatory : \_\_\_\_\_

Name of the Authorized Signatory: \_\_\_\_\_

Designation : \_\_\_\_\_

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



# RFP for Cyber Insurance Policy



## Annexure—N

### Service Support Form

(To Be Submitted Only By the Winning Bidder)

(On the Organization's letter head)

Bidder's representative of local office at Mumbai will preferably be the Single Point of Contact (SPOC) for NABARD and respective Rural Cooperative Banks (RCBs). If local office at Mumbai is not available, Bidder should share SPOC details of representative and office where it is situated in India. The Bidder is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both.

Name of SPOC	Designation	Mobile No.	Email Id	Address

#### NOTE:

Bidders are required to mention specifically the Name, Address, and Telephone Number of their Service Centre, Mobile No., Email-ID, etc. for after Sales Service at the delivery location.

Yours Sincerely

Signature and Seal of the Authorized Signatory : \_\_\_\_\_

Name of the Authorized Signatory: \_\_\_\_\_

Designation : \_\_\_\_\_

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



## Annexure- O

### Document Check List

Ref No. NB.HO.SPPID/ 1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024

A) Bidders should submit following documents as part of Technical & Financial Bid.

Sl. No.	Check List	Annexure	Enclosed (Yes / No)
<b>Technical Bid</b>			
1	Bid Submission & Conformity Letter	A	
2	Letter Of Authorization To Bid	B	
3	RFP Download Declaration	C	
4	Pre-Contract Integrity Pact	D	
5	Confidentiality Undertaking Format	F	
6	Non-Blacklisting Declaration	G	
7	Eligibility Criteria	H	
8	Technical Bid Form	J	
9	Bank Mandate Form	K	
<b>Financial Bid</b>			
1	Financial Bid Form	L	

*Technical Bid should contain all Annexures as above along with relevant supporting documents as indicated within the respective Annexures. The supporting documents indicated within an Annexure, if any, may be attached after the Annexure as a single PDF file. The Technical Bid which does not contain requisite Annexures and supporting documents will not be considered for further Evaluation.*

B) The following documents may be submitted by Successful Bidder only after intimation by NABARD / Global Insurance Brokers Private Limited.

Sl. No.	Documents to be submitted by Successful Bidder	Annexure
1	Escalation Matrix	M
2	Service Support Form	N
3	Non-Disclosure Agreement	E

## Annexure- P

### List of Rural Cooperative Banks (RCBs)

Ref No. NB.HO.SPPID/ 1209/SPPID-27/2023-24 dated 09<sup>th</sup> February 2024

Sr. No.	Name of the RCB	State	Limit of Liability (Rs. Crore)
1	A&N StCB	Andaman & Nicobar	6
2	AP StCB	Andhra Pradesh	5
3	Chittoor DCCB	Andhra Pradesh	1
4	Prakasam DCCB	Andhra Pradesh	1
5	Nellore DCCB	Andhra Pradesh	5
6	Vizianagar DCCB	Andhra Pradesh	1
7	Vishakhapatanam DCCB	Andhra Pradesh	0.5
8	Srikakulam DCCB	Andhra Pradesh	10
9	Kakinada DCCB	Andhra Pradesh	0.5
10	Assam StCB	Assam	8
11	Goa StCB	Goa	2
12	Raipur DCCB	Chhattisgarh	10
13	Amreli DCCB	Gujarat	8
14	Rajkot DCCB	Gujarat	15
15	Banskantha DCCB	Gujarat	15
16	Mehsana DCCB	Gujarat	5
17	Sabarkantha DCCB	Gujarat	40
18	Surendranagar DCCB	Gujarat	2
19	Kachchh DCCB	Gujarat	5
20	Kangra DCCB	Himachal Pradesh	75
21	Belagavi DCCB	Karnataka	10
22	Bidar DCCB	Karnataka	5
23	Chikmagaluru DCCB	Karnataka	1
24	Kodagu DCCB	Karnataka	1
25	Karnataka StCB	Karnataka	25
26	Kanara DCCB	Karnataka	1
27	Bagalkote DCCB	Karnataka	15
28	South Canara DCCB	Karnataka	25
29	Kerala StCB	Kerala	25
30	Buldana DCCB	Maharashtra	5
31	Satara DCCB	Maharashtra	5
32	Maharashtra StCB	Maharashtra	25
33	Solapur DCCB	Maharashtra	5

<b>Sr. No.</b>	<b>Name of the RCB</b>	<b>State</b>	<b>Limit of Liability (Rs. Crore)</b>
34	MP StCB	Madhya Pradesh	0.5
35	Rajgarh DCCB	Madhya Pradesh	10
36	TN StCB	Tamil Nadu	50
37	Erode DCCB	Tamil Nadu	10
38	Kancheepuram DCCB	Tamil Nadu	12
39	Kanyakumari DCCB	Tamil Nadu	10
40	Madurai DCCB	Tamil Nadu	15
41	Nilgiri DCCB	Tamil Nadu	10
42	Salem DCCB	Tamil Nadu	25
43	Ramanathapuram DCCB	Tamil Nadu	10.11
44	Sivagangai DCCB	Tamil Nadu	5
45	Thanjavur DCCB	Tamil Nadu	10
46	Dharmapuri DCCB	Tamil Nadu	16
47	Chennai DCCB	Tamil Nadu	16
48	Vellore DCCB	Tamil Nadu	12
49	Tirunelveli DCCB	Tamil Nadu	10
50	Cuddalore DCCB	Tamil Nadu	10
51	Coimbatore DCCB	Tamil Nadu	10
52	Virudhunagar DCCB	Tamil Nadu	10
53	Thoothukudi DCCB	Tamil Nadu	5
54	Kumbakonam DCCB	Tamil Nadu	10
55	Tiruvannamalai DCCB	Tamil Nadu	15
56	Tiruchirapalli DCCB	Tamil Nadu	10
57	Pudukottai DCCB	Tamil Nadu	5
58	Villupuram DCCB	Tamil Nadu	10
59	Dindigul DCCB	Tamil Nadu	10
60	Nalgonda DCCB	Telangana	10
61	Medak DCCB	Telangana	10
62	Khammam DCCB	Telangana	10
63	Mahabubnagar DCCB	Telangana	5
64	UP StCB	Uttar Pradesh	75
65	Pilibhit DCCB	Uttar Pradesh	5
66	Darjeeling DCCB	West Bengal	1
67	Tamluk Ghatal DCCB	West Bengal	1
68	Birbhum DCCB	West Bengal	1
69	Nadia DCCB	West Bengal	2
70	WB StCB	West Bengal	25
71	Jalpaiguri DCCB	West Bengal	0.5
72	Vidyasagar DCCB	West Bengal	1

<b>Sr. No.</b>	<b>Name of the RCB</b>	<b>State</b>	<b>Limit of Liability (Rs. Crore)</b>
73	Hooghly DCCB	West Bengal	10
74	Bankura DCCB	West Bengal	1
75	Himachal Pradesh StCB	Himachal Pradesh	25

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