



Bombay Natural History Society (BNHS)

REQUEST FOR PROPOSAL

For

**Human Resource and Accounting Management Software for
Project Management in BNHS (HRAMS)**

Document Validity 14th Jan. 2025 to 13th Jan. 2026

BNHS, Hornbill House,
Dr Salim Ali Chowk, Shaheed Bhagat Singh Road, Fort, Mumbai-400001



Schedule of Events

Ref. No.: 087/01/2025

14.01.25

S.No	Particulars	Remarks
1	Coordinates for correspondence	Mr. M K Singh Email: hrhead@bnhs.org
2	Bid Document Availability including changes/amendments, if any to be issued	RFP would be published on www.bnhs.org and no physical copy would be floated
3	Last date for requesting clarification	21.01.25 (by 1700hrs.)
4	Pre-bid meeting	24.01.25 (at 1500hrs.)
5	Clarifications to queries raised at pre-bid meeting will be provided by BNHS.	27.01.25 (by 1700hrs.)
6	Last date and time for Bid submission	30.01.25 (by 1700hrs.)
7	Address for submission of Bids	E- Submission on tender@bnhs.org Technical bid and financial bid separately
8	Date and Time of opening of technical Bids	05.02.25 (by 1000hrs.)
9	Opening of commercial Bids	07.02.25 (by 1000hrs.)
10	Tender Fee	Not Applicable
11	Earnest Money Deposit	Not Applicable
12	Performance Bank Guarantee	Not Applicable
13	Presentation by Applicants	Digital Presentation by the selected bidder to the committee covering – company profile, Past experience especially last three years, modules developed and scope for each module, digitization, clientele (date and time will be shared separately)



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1. INVITATION TO BID:

- i. **Bombay Natural History Society** (herein after referred to as '**BNHS**'), has its Office in Mumbai. This Request for Proposal (RFP) has been issued by **BNHS for Human Resource Management Systems and Accounting Software for compliance and Project Management for BNHS.**
- ii. Bidder shall mean any IT insurance Company (i.e., juristic person) registered under IRDAI and willing to provide service as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iii. Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- iv. This RFP document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- v. Interested Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at BNHS's discretion. This RFP seeks proposals from Bidders who have the necessary experience, capability & expertise to provide BNHS with the proposed scope of services mentioned in the RFP.

2. DISCLAIMER:

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



- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that BNHS is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and BNHS reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder.

3. DEFINITIONS:

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

- i. "**BNHS**" means means the Bombay Natural History Society (BNHS), an India's premier non-governmental environmental organization engaged in conservation nature, research in natural history/wildlife, since 1883.
- ii. "**Bidder/Channel Partner**" means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. "Bid" means the written reply or submission of response to this RFP.
- iv. "**The Contract**"/**Agreement** means the agreement entered into between BNHS and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. "**Vendor/Service Provider**" is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and to whom notification of award has been given by BNHS.
- vi. "**Services**" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP.

4. SCOPE OF WORK:

DETAILS AS GIVEN IN APPENDIX E

5. COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by BNHS, including charges levied by any portal or any agency thereof for services rendered by any of such portal or otherwise incurred in connection with or relating to their Bid and resultant Contract. BNHS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

6. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

- i. Bidder requiring any clarification on RFP may raise query on director@bnhs.org with email copy to BNHS within the date/time mentioned in the Schedule of Events.
- ii. BNHS reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. BNHS, for any reason, whether, on its own



initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. Such amendments/clarifications, if any, issued by BNHS will be binding on the participating Bidders. BNHS will not take any responsibility for any such omissions by the Bidder. BNHS, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- iii. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- iv. Queries received after the scheduled date and time will not be responded to/acted upon.

7. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. BNHS has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and BNHS and supporting documents and printed literature shall be submitted in Hindi or English.
- iv. The information provided by the Bidders in response to this RFP will become the property of BNHS and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal and automatic rejection thereof.

8. EARNEST MONEY DEPOSIT (EMD): Not Applicable

9. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted only on tender@bnhs.org by the date and time mentioned in the "Schedule of Events".
- ii. In case BNHS extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of BNHS and Bidders will remain the same.
- iii. Any Bid received after the deadline for submission of Bids prescribed, will be rejected without any further notice.



10. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that BNHS may take. All the submissions, including any accompanying documents, will become property of BNHS. The Bidders shall be deemed to license, and grant all rights to BNHS, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

11. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

Bids will be opened as the date/time mentioned in the schedule of events

- BNHS will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and validity period is available, and the Bids are generally in order.
- Prior to the detailed evaluation, BNHS will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- BNHS's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- If a Bid is not responsive, it will be rejected by BNHS and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

12. CONTACTING BNHS:

- i. No Bidder shall contact BNHS on any matter relating to its Bid, from the time of opening of Technical Bid till the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence BNHS in its decisions on Bid evaluation, bid comparison, or contract award may result in the rejection of the Bid.

13. AWARD CRITERIA AND AWARD OF CONTRACT:

Selection of the insurer will be based on technical qualification and Financial Bid.

14. WAIVER OF RIGHTS:

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

15. CONTRACT AMENDMENT:

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



16. BNHS'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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

17. RIGHT TO VERIFICATION:

BNHS reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job. The bidder to extend all necessary assistance in this regard, failing which BNHS reserves the right to reject the bid.

18. SUBCONTRACTING:

As per scope of this RFP, sub-contracting other than service provider is not permitted.

19. VALIDITY OF CONTRACT/AGREEMENT:

The contract will be valid for the period of **One year**. BNHS reserves the right to terminate the Agreement as per the terms of RFP/ Contract. Contract may be extended for **further period of 1 year and maximum upto 2 years** on basis of service deliverable and performance and appraisal thereof.

20. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-Disclosure Agreement **Appendix-I** to this RFP. BNHS reserves its right to recall all BNHS's materials including Confidential Information, if stored in Service Provider system or environment, at any time during the term of the Contract or immediately upon expiry or termination of Contract. Service Provider shall ensure complete removal of such material or data from its custody.

21. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract. It will also ensure that any change in its constitution, ownership or any material incident having a bearing on its performance obligation towards BNHS will be immediately brought to the notice of BNHS along with an action plan to cure deficiencies, if any, arising therefrom.
- ii. Service Provider is obliged to work closely with BNHS's staff, act within its own authority and abide by directives issued by BNHS from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free BNHS from all demands or responsibilities arising from accidents or loss of



- life, the cause of which is Service Provider's negligence.
- iv. Service Provider is responsible for activities of its personnel and will hold itself responsible for any misdemeanors.
 - v. Service Provider shall treat as confidential all data and information about BNHS, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of BNHS as explained under 'Non-Disclosure Agreement' in **Appendix-I** of this RFP.
 - vi. Without BNHS's prior written permission, Service Provider shall not store or share BNHS's materials including Confidential Information outside the geographical boundary of India or in/with a public cloud.

22. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) a constituent of such Bidder is also a constituent of another Bidder; or
 - (b) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (c) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (d) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (e) such Bidder or any of its affiliates thereof has participated as a consultant to BNHS in the preparation of any documents, design or technical specifications of the RFP.
- ii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

23. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, BNHS shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in



corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

- ii. Bidders are obliged under this clause to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) "**corrupt practice**" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - (b) "**Fraudulent practice**" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
 - (c) "**Coercive practice**" means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (d) "**Anti-competitive practice**" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of BNHS, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - (e) "**Obstructive practice**" means materially impede BNHS's or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding BNHS's rights of audit or access to information;

v. **Debarment/Banning**

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

(a) **Holiday Listing (Temporary Debarment - suspension):**

Whenever a Service Provider is found lacking in performance, in case of less frequent and less serious misdemeanors, the service providers may be put on a



holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Service Provider is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Service Provider is, however, not removed from the list of empaneled service providers, if any. Performance issues which may justify holiday listing of the Service Provider are:

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

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

- Without prejudice to the rights of BNHS under Clause 42(i) hereinabove, if a Bidder is found by BNHS to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EO/RFP issued by BNHS during a period of 2 (two) years from the date of debarment.
- Service Provider fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Service Provider ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the Service Provider as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Compliance/Vigilance Department of BNHS or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or BNHS's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or



- Any other ground, based on which BNHS considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) **Banning from BNHS for Country-wide procurements**

For serious transgression of code of integrity, a delinquent Service Provider (including their related entities) may be banned/debarred from participation in a procurement process of BNHS including procurement process of any procuring BNHS's entity at pan India basis for a period not exceeding three years commencing from the date of debarment.

24. TERMINATION FOR DEFAULT:

- BNHS may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - If the Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by BNHS;
 - If the Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
 - Violations of any terms and conditions stipulated in the RFP; On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under the abovesaid clauses, BNHS shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, BNHS shall have right to initiate action in accordance with above clause.

- In the event BNHS terminates the Contract in whole or in part for the breaches attributable to Service Provider, BNHS may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to BNHS for any increase in cost for such similar Software Solution and/or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ BNHS's data or any other relevant information to BNHS in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another service provider or to BNHS.
- During the transition, Service Provider shall also support BNHS on technical queries/support on process implementation or in case of software provision for future upgrades.
- BNHS's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- In the event of failure of the Service Provider to render the Services or in the event



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

25. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify BNHS in writing of such condition and the cause thereof. Unless otherwise directed by BNHS in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

26. TERMINATION FOR INSOLVENCY:

BNHS may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to BNHS.



27. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (BNHS or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted at Mumbai in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by BNHS or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

28. GOVERNING LANGUAGE:

The governing language shall be Hindi or English.

29. APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

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 and Conciliation Act, 1996. The arbitral tribunal shall consist of three arbitrators One each to be appointed by BNHS and Bidder and the two appointed arbitrators then appointing an arbitrator. The venue of arbitration shall be Mumbai.

30. NOTICES:

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



31. EVALUATION CRITERIA: (Technical qualification minimum score 60)

Sr.	Criterion	Points	Total	Supporting Documents
1	Number of Years since IT based solutions developed and implemented in HR and Accounts domain as on 31.12.2024		10	Copy of the Work order and work completion certificate to be submitted
	More than 01 years and Up to 03 Years	2		
	More than 03 years and Up to 05 Years	4		
	More than 05 years and Up to 07 Years	6		
	More than 07 years and Up to 10 Years	8		
	Above 10 Years	10		
2	Average Turnover of the companies/Organization served in last three financial years		15	Declaration on letter head to be submitted
	> Rs.1 Crores - Rs.10 Crores	2		
	> Rs.10 Crores - Rs.15 Crores	5		
	> Rs.15 Crores – Rs.25 Crores	10		
	> Rs.25 Crores	15		
3	Average turnover of your company in last three financial years		10	Declaration on letter head to be submitted
	> Rs.50 lakhs - Rs.01 Crore	5		
	> Rs.01 Crore - Rs.5 Crores	10		
4	Average Number of Projects handled /served by the company during in last three financial years		20	Declaration on letter head to be submitted
	More than 01 company & upto 03 projects	5		
	More than 03 company and up to 05 projects	10		
	More than 05 company and up to 07 projects	15		
	More than 07 Company and upto 10 projects	10		
5	Number of HR & Accounts based IT solutions developed where the cost of the IT solution was more than INR 1 Crores in last three financial years		20	Declaration on letter head to be submitted
	More than 1 and Up to 3 Companies served	5		
	More than 3 and Up to 5 Companies served	10		
	More than 5 companies served	15		
	More than 10 policies	20		
6	Percentage of Projects completed within the timelines agreed in the last 03 financial years		25	Declaration on letter head to be submitted
	More than 75.00% to 80.00%	5		
	More than 80.00% to 85.00%	10		
	More than 85.00% to 90.00%	20		
	More than 90.00%	25		
	TOTAL		100	

Note: In case of tie, experience with the NGO sector shall be granted an additional 01 mark over and above the evaluation score, to settle the tie.



Eligibility criteria mentioned at S. No 1 to 5 in the table above are relaxed for Startups, subject to their meeting of quality and technical specifications. Bidder to note the following:

- Start-up company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT) (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical Bid.
- The Bidder who solely on its own fulfils each Eligibility Criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim an exemption for eligibility criteria.
- If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid then all those Bids will be summarily rejected, and no queries will be entertained.

Selection of the service provider will be based on Technical qualification and Financial Bid.

BID EVALUATION:

- BNHS will open the commercial price Bids of only technically qualified Bidders
- Lowest two bidders will be called for further discussion and presentation.



32. Terms and Conditions

- i. If selected, the Bidder will not seek information from BNHS employee other than the authorized /notified by BNHS.
- ii. The IT developer and implementation service provider should have atleast one completed project of similar nature in Mumbai / Navi Mumbai / Thane / Maharashtra area to be able to participate in this tender.
- iii. This tender is meant for IT developers and implementation service providers only.
- iv. In the event of any unforeseen closure of work/ holiday on any of the above days, the same will be opened / held on the next working day.
- v. The bidders shall submit their tenders only through tender@bnhs.org. No physical copy entertained in this RFP.
- vi. Tenders received after due date and time shall be rejected.
- vii. The bidder has to quote for all modules & cannot submit part bids/ few modules under the RFP
- viii. Any deviation from terms conditions mentioned in RFP needs to be highlighted in separate sheet. BNHS will decide whether deviation will be acceptable or not.
- ix. The Technical Bid & Financial Bid should have details of the service provider with authorized signature and stamp of the company. The documentary proofs should be submitted with Technical Bid. The copy of the Financial Quote Slips should be kept with Technical Bid as proof of acceptance of all terms. The Financial Bid should only include the final cost which should include module wise fees.
- x. By participating in the Tender process, service provider is assumed to read the RFP and agree to the term's conditions mentioned.
- xi. The selected service provider company must execute a Service Level Agreement with BNHS within three weeks (21 days) from the date of award.
- xii. The amount quoted (module wise/total) shall be firm and final. On no ground service provider can reject it after tender/work is awarded.
- xiii. Qualified bidder needs to provide per module/per domain area rate while submitting cost.
- xiv. Notwithstanding anything stated above, BNHS reserves the right to assess the Service provider's capacity and capability to perform the IT development and implementation business, should the circumstances warrant. Such an assessment will be in the overall interest of BNHS.
- xv. Submitting the offer does not guarantee BNHS accepting your offer. BNHS reserves the right to accept or reject any offer or offers or part thereof at its sole discretion, without assigning any reason.
- xvi. BNHS takes no responsibility for delays, loss or non-receipt of the offers sent by the Insurers.
- xvii. The Bidder should quote for the entire package on a single responsibility basis for Services/system it proposes to provide.
- xviii. While submitting the Technical Bid, literature on the Services/system should be segregated and kept together in one section.
- xix. The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- xx. If deemed necessary, BNHS may seek clarifications on any aspect from the Bidder.



However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted

1. The Bidder must provide specific and factual replies to the points raised in the RFP
2. The Bid shall be typed or written and shall be digitally signed in case of email submission and physically signed for physical submission by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract
3. All the enclosures (Bid submission) shall be serially numbered
4. Bidder(s) should prepare and submit their Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. BNHS shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of Bids
5. Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected
6. BNHS reserves the right to reject Bids not conforming to the above

Important Terms:

The rates quoted must be final and considered firm regardless of actual claims experience as on the policy inception date.

- ✓ Proposal must not have any Claims Review clause: Irrespective of potential / actual claims / loss experience under the policy, there would no changes allowed to be made mid-term to any terms and conditions and premiums paid for the policy.
- ✓ There will be no adjustments/additional premium charged for adverse claims ratio post submission of renewal quotes. The Insurance Company will not be allowed to modify any terms and conditions of the policy post inception of the policy.
- ✓ Insurance company will not have the right to cancel or discontinue the insurance policy during the policy period due to any reason.

33. Information for Bidders

The basic HR and accounting departments profile and related information shall be shared separately to all bidders.

We look forward to receiving your quotations.



[Handwritten signature]
14/01/25
-SD-
Authorized Signatory

Part-II



BID FORM (TECHNICAL BID)

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

Date: _____

To:
< Address of tendering office >

UNDERTAKING

Dear Sir,

Ref: BNHS / RFP/

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by BNHS and we shall abide by the terms and conditions spelt out in the RFP.

While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of BNHS, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- We undertake that we will not resort to canvassing with any official of BNHS, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of Bidder from further bidding process.
- It is further certified that the contents of our Bid are factually correct. We have not sought any deviation from the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, BNHS will have right to disqualify us from the RFP without prejudice to any other rights available to BNHS.
- We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments / clarifications provided by BNHS.
- We agree to abide by all the RFP terms & conditions, and the guidelines quoted therein for orders awarded by BNHS up to the period prescribed in the RFP, which shall remain binding upon us.
- In case of declaration as successful Service Provider on completion of the bidding process, we



undertake to complete the formalities as specified in this RFP.

- Till execution of a formal contract, the RFP, along with BNHS's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on BNHS and us.
- We understand that you are not bound to accept any bid you may receive, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- We hereby certify that our name does not appear in any "Caution" list of any govt. / NGO/Private Organization or any other regulatory body for outsourcing activity.
- We hereby certify that on the date of submission of bid for this RFP, we do not have any past / present litigation which adversely affect our participation in this RFP or we are not under any debarment / blacklist period for breach of contract / fraud / corrupt practices by any government entity such as Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their agencies / departments or any of the reputed private organisation.
- We hereby certify that on the date of submission of bid, we do not have any service level agreement (SLA) pending to be signed with BNHS for more than 6 months from the date of issue of purchase order.
- We hereby certify that we fulfil all the requirements in this regard and are eligible to participate in this RFP.
- If our Bid is accepted, we undertake to enter and execute at our cost, when called upon by BNHS to do so, a contract / service level agreement (SLA) / Memorandum of Understanding (MOU) in the prescribed form and we shall be solely responsible for the due performance of the Contract.
- Accordingly, we undertake that (a) we shall not withdraw or modify our bid during the period of bid validity; (b) we have not made any statement or enclosed any form which may turn out to be false / incorrect at any time prior to signing of contract; (c) if we are awarded the Contract, we shall accept Purchase Order and / or sign the Contract with BNHS, within the specified time period in the RFP.
- We further, hereby undertake and agree to abide by all the terms and conditions stipulated by BNHS in the RFP document.

Dated this day of....., 2025

(Signature)

(Name)
(In the capacity of)

Duly authorised to sign Bid for and on behalf of Seal of the company



Bidder's Eligibility Criteria

Appendix-B

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

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1	The Bidder must be an Indian Company/ LLP /Partnership firm / Individual registered under the applicable Act in India		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2	Experience of working in the NGO sector especially FCRA compliant organization		Declaration on letter head to be submitted
3	Experience of having successfully developed and implemented IT based solution for the NGO.		Declaration on letter head to be submitted
4	Experience of having developed Accounting based IT solution in the NGO sector		Declaration on letter head to be submitted
5	Experience of having developed Accounting based IT solution for TDS and related tax solutions in the NGO sector		Declaration on letter head to be submitted
6	Experience of having developed HR based solution in the NGO sector		Declaration on letter head to be submitted
7	Average financial turnover of 1 crore in last three financial years.		Declaration on letter head to be submitted



Bidder

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and/or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Company website URL	
6.	Company Pan Number	
7.	Company GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder <ul style="list-style-type: none"> a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Email Address 	

Name & Signature of authorized signatory

Seal of Company



SCOPE OF WORK:

Name of the Organization	Bombay Natural History Society
Principal Address (as per Proposal form)	BNHS, Hornbill House, Dr Salim Ali Chowk, Shaheed Bhagat Singh Fort, Mumbai-400001
Business / Occupation	The Bombay Natural History Society (BNHS), India's premier environmental organization engaged in the conservation of nature, research in natural history/wildlife, since 1883, with the essential objectives of conserving nature. The Hornbill House Museum of BNHS holds the Natural History Collections of more than 1,50,000 natural history specimens and is one of its kinds in South East Asia.
Period Of Project	<u>01st Feb 2025 to 30th June 2025</u> <u>With hands on support: 01.07.25 to 30.09.25</u>
Systems development & Implementation of IT based solution	Module Requirement
Accounts Department Development of IT Module	<p>Accounts Department:</p> <p>1. Project Management</p> <ol style="list-style-type: none"> Maintain Project Masters incl Budget templates, expense head/subhead description, grouping etc. (for sync with the tally heads) Upload documents related to projects Maintain time wise Budget of Project Budget vs Actual tracking Utilisation details of project Provision for project template with distributed rights Auto generated non-compliance triggers-project/head wise <p>2. Cost Center Management</p> <ol style="list-style-type: none"> Maintain Cost-Center Masters Upload documents related to projects Maintain time wise Budget of Project Budget vs Actual tracking Salary registers with staff project mapping <p>3. Vendor Management module</p> <ol style="list-style-type: none"> Maintain Vendor Masters Upload and maintain scan of documents for Vendor KYC Auto deduction of TDS as per masters configured for vendors Approval and Audit of vendor payments before payment Vendor payment processing



	<ul style="list-style-type: none"> f. Generating payment files to be uploaded to e-banking at bank (SBI and HDFC already there. Other banks can be added). g. Upload and maintain scan copies of vouchers for each transaction h. TDS report generation <p>4. Donor Management</p> <ul style="list-style-type: none"> a. Maintain Donor masters b. Upload scan documents for Donor KYC c. Entries for donation income d. Generate 80G Receipt e. Generate report for Form 10BD <p>5. Financial Statement generation Total and FCRA based</p> <ul style="list-style-type: none"> a. Statutory compliances like PF/PT/TDS/GST payments and returns
HR based development of IT Module	<ul style="list-style-type: none"> 1. Staff and Supervisor / Manager login for following: <ul style="list-style-type: none"> b. GPS based attendance of staff linked with shifts and locations c. Expense Entry by Staff and Approval by Supervisor / Manager d. Leave entry by staff and approval by Supervisor / Manager e. Attendance Analysis summary to be analysed by Supervisor / Manager f. Viewing and approving own Salary Slip for staff g. Viewing and approving Team salary slip by Supervisor / Manager 2. For HR Administrator: <ul style="list-style-type: none"> a. Maintain masters of Staff b. Upload scan of documents for personnel (Aadhaar, PAN, etc) c. Attendance analysis d. Leave analysis e. Maintain and assign shifts f. Maintain Holiday Calendar g. Allocate salary cost as per project, budget head, cost center, expense head and assign bank for payment of salary h. Salary Processing (with PF, PT and TDS deduction) and automatic addition to accounts with proper project, budget, etc allocations <ul style="list-style-type: none"> i. Generating file to be uploaded to PF site j. Generating file to be uploaded to Bank for payments k. Allocate project, budget head, cost center, expense head for expenses l. Generate Expense settlement and automatic addition to accounts with proper project, budget, etc allocations <ul style="list-style-type: none"> m. Generate file to be uploaded to Bank for payments 3. Recruitment Process: right from the application stage to Selection to Offer of appointment and issue of offer letter



	4. Performance Management System: Management of KRAs employees wise and group wise. Maintenance of KRA Masters and Hierarchy level.
Reports and MIS	Provision for modular reports under each of the module above.
Provisions for changes	Policy level changes forcing change in module etc.



**Commercial Price Bid Format
(On Letterhead of the Bidder)**

Commercial for BNHS-HRAS System

Total Project development, Implementation, running cost:

Domain Area	Module	Basic Bid	GST %	Total in Rupees
Accounting /Finance	TDS			
Accounting /Finance				
Accounting /Finance				
HR	Basic profile			
HR	Attendance			
HR	Recruitment			
Annual Maintenance				
Any other cost				
Total	No of Module			

Note:

The bid will be evaluated in totality and not module wise, which is being sought for clarity on submission and project completion

*GST to be loaded separately. Per person premium should be excluding applicable taxes.



PENALTIES,

PLEASE PROVIDE DETAILS OF PENALTIES



NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at _____ between:

Bombay Natural History Society (BNHS) having its headquarters at Mumbai (Hornbill House, Dr Salim Ali Chowk, Shaheed Bhagat Singh Road, Fort, Mumbai-400001) through its

_____ Department (hereinafter referred to as "BNHS" which expression includes its successors and assigns) of the ONE PART;

And

_____ having its registered office at _____ (hereinafter referred to as "_____ " which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for BNHS and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the "Receiving Party" and the Party disclosing the information being referred to as the "Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.



NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. Confidential Information and Confidential Materials:

- (a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider appoints any Sub-Contractor (if allowed)



then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving BNHS an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - i. the statutory auditors of the either party and
 - ii. governance or apex body /authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof .
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

- (b) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used 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.
- (c) 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.
- (d) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - i. Suspension of access privileges
 - ii. Change of personnel assigned to the job

iii. Termination of contract

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

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or willful default of disclosing party.
- (c) 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.
- (d) 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.
- (e) 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.

- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) 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.
- (h) 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.
- (i) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of three (3) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both 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.



Dated this _____ day of _____ (Month) 20__ at _____ (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		



Pre-Bid Query Format

(To be provide strictly in Excel format) Vendor Name

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions



Format for Submission of Client References

To whosoever it may concern

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

Name & Signature of authorized signatory

Seal of Company

