Dakshin Bihar Gramin Bank

HEAD OFFICE
Sri Vishnu Commercial Complex NH 30
Ashochak, Bihar 800030,INDIA
PHONE: 0612-2385407
WEBSITE: https://www.dbgb.in
EMAIL:hohrd@dbgb.co.in

REQUEST FOR PROPOSAL FOR ENGAGEMENT OF INSURANCE BROKER

RFP REF No. DBGB/HO/HRD/01/ 2024-25 DATED 29/01/2025

The information provided in response to this Request for Proposal (RFP) will become the property of the bank and will not be returned. The Bank reserves the right to amend, rescind, cancel or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reason(s) whatsoever and without any cost or compensation there for.

This document is prepared by Dakshin Bihar Gramin Bank for engagement of Insurance Brokers for providing technical guidance/support for all our insurance related matters at no cost to the Firm/Company. It should not be reissued or copied or used either partially or fully in any form.

Calendar of Events		
1.	Date of commencement of RFP Process/sale of Bidding Document	29.01.2025
2.	Queries, if any, to be communicated by the bidders	04.02.2025
3.	Date, time & Venue of Pre-bid Meeting.	04.02.2025 at 03.00 PM at: Dakshin Bihar Gramin Bank – Head Office
4.	Date of Reply to Queries	06.02.2025
5.	Last date, time & Venue for submission of Bid Documents	13.02.2025 up to 03.00 PM at: Dakshin Bihar Gramin Bank – Head Office.
6.	Date and Time of Bid (Eligibility Criteria) Opening	13.02.2025 at 04.00 PM at: Dakshin Bihar Gramin Bank – Head Office.
7.	Presentation by eligible Bidders	14.02.2025 at 03.00 PM at: Dakshin Bihar Gramin Bank – Head Office.
8.	Sort listing of successful bidder found satisfactory after presentation. ** The bid will be opened of those bidders who are found satisfactory in their presentation.	15.02.2025, after presentation at: Dakshin Bihar Gramin Bank – Head Office.
9.	Date and Time of Bid (Technical Evaluation) Opening	16.02.2025
10.	Place of opening of Bids	Dakshin Bihar Gramin Bank, Head Office
11.	Address for communication	Dakshin Bihar Gramin Bank – Head Office Shree Vishnu Commercial Complex, NH-30, AshoChak, Patna-800030.
12.	Contact Person	Mr. Suyash Jayaswal, AGM Mob- 9771446103

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in Bihar under the NI act, the bids will be received till the specified time on next working day and will be opened at 3:00 p.m. on the same day.

Request for Proposal (RFP) for appointment of Insurance Broker

Dakshin Bihar Gramin bank (DBGB), through this expression of interest invites applications from intending experienced and established Insurance Brokers to manage the insurance portfolio of the company and assist in various insurance related matters and no cost to Company.

Proposals need to be submitted in attached format. Proposals received by facsimile shall be treated as invalid and stand rejected. Only detailed complete proposals submitted in the form indicated, received prior to the closing time and date of the proposals shall be taken as valid.

A. <u>The scope of work of insurance is as detailed below:</u>

1. **Review of all existing insurance policies:**
   a. Understand DBGB's end to end Insurance requirements and determination of Sum Insured and carrying of risk inspection and surveys required to address these requirements.
   b. Critical examination of the existing policies which are due for renewal in terms of Insurance policies and suggesting improvement thereon and executing the same during renewal of insurance policies.
   c. Assisting DBGB in placement of Insurance Policies with reduced premium and required cover.
   d. Suggesting new insurance coverage that would be needed to addressed evolving scenarios in the industry to protect DBGB's interest.
   e. Preparing risk notes and framing insurance tendering documents and finalizing the terms and conditions thereof including but not limited to a) coverage, including add-on coverage, b) Excess (Monetary/Time), c) Period of indemnity, d) Policy Wordings, e) Policy clauses and warranties. This should be in line with laid down procedures of the company including applicable CVO/CVC guidelines.
   f. Inviting bids from reputed insurance companies licensed to operate in India, where DBGB has operations and evaluation of qualified bidders.
   g. Negotiating and finalizing the terms & conditions of insurance optimizing cost, cover, security and quality of service in accordance with laid down procedures of DBGB.
   h. Scrutinizing the wording of the final policy document to protect DBGB's interest with regards to claim settlement.
   i. Preparing comparative financial statement of Bids-both Technical and commercial.

2. **Claims management:**
   a. Coordinating and ensuring realization of past and current claims.
   b. Assisting in speedy realization of premium refund claims.
   c. Coordinating with insurance companies, surveyors etc. for prompt settlement of claims.
   d. Coordinating with insurers for immediate intimation and survey.
   e. Documentation of claim. The broker needs to arrange all documentation from DBGB offices for lodging claims.
   f. Resolving various queries of insurers/Surveyors during claim processing.

g. Guidance in relation to interpretation of policy wordings/conditions, warranties, deductibles etc. during claims processing.
h. To arrange for submission of monthly report on claim settlement position and pending issues.
i. Monthly visit to regional/local offices of insurers for pending claims settlement and issue resolutions.
j. Organizing claims workshop for concerned employees post placement of renewals.

3. Miscellaneous Services

a. Assisting DBGB in taking any new Insurance Policies that would be needed to address evolving scenarios in the industry to protect DBGB's interest.
b. Technical assistance in any Project Insurance Policies, including but not limited to DBGB's Insurance Policies as and when required.
c. Keeping DBGB informed of the latest IRDA/TAC regulations and guidelines.
d. Advising DBGB from time to time, on developments in the insurance industry having impact on the company.
e. Any other Consultation/ Advisory services related to the Insurance portfolio of DBGB.
f. Any other matter related to insurance and risk management, irrespective of the location of the Insurable assets, including insurance matters related to DBGB employees.
g. Deploying one permanent representative at Head Office, Patna within one month after the issue of LOI or as required by DBGB.

Companies that do not qualify in the Eligibility criteria as listed below need not respond to this tender.

B. <u>Eligibility Criteria</u>

1. The Insurance Broking firm must be registered with/Issued License by Insurance Regulatory and Development Authority of India (IRDAI) as Composite Broker for at least 5 years as on 31st March 2024. License validity should not have any gaps since inception of the firm. **(Please submit certificate of registration as issued by the authority)**

2. The Insurance Broking firm should have presence all over India (Presence in minimum 3 states).**(Please submit the copy of last submission to IRDA regarding operational office notification by participating broking company. Please also submit a self-attested declaration from the CEO/Principal officer/Authorized Signatory).**

3. Total Premium handled in the FY 2023-24 sourced from General Insurance Business only should be at least INR100 crores. **(Please attach certificate from the CFO/CEO/Principal officer/ Authorized Signatory & CA of the company)**

4. The Insurance Broking firm should have average turnover of INR 25 crores solely from insurance broking activities consecutively for the past 3 years; 2021-22, 2022-23 & 2023-24 **(Please submit valid attested declaration/certificate/documents for the above signed by the CEO/Principal officer/ Authorized Signatory of your company).**

5. The Insurance Broking firm must have more than 75 full time IRDAI Broker Qualified / Technically Qualified Employees. **(Please attach an undertaking duly signed by the HR head / Authorized signatory of your company)**
6. The Insurance Broking firm's net worth must be positive consecutively for the last 3 completed financial years' up 2021-22, 2022-23 & 2023-24**. (Please submit valid attested declaration/certificate/documents for the above signed by the CEO/Principal Officer/ Authorized Signatory /CA of your company).**
7. The Insurance Broking firm should have dedicated in house Health & Wellness Team with experience. **(Please attach complete details such as name, qualification, experience of the Head & Core Team duly attested by authorized signatory. Also attach an undertaking duly signed by the CEO/Principal Officer/ Authorized Signatory /Head of Govt Business)**
8. The Insurance Broking firm should have handled the Insurance portfolio of 5 RRBs/PSBs/PSU/Government companies (preference shall be given for RRBs) in last 3 completed financial years' 2021-22, 2022-23 & 2023-24. **(Please submit relevant Policy copies)**
9. The Insurance Broking firm should not have been penalized/blacklisted or be on the holiday list of by any PSU/ CPSU as on date of this tender and no penalty has been imposed by IRDAI in last 5 financial years. Further, Insurance broking firm should provide a certificate relating to insurance broking that no matter is under sub-judice relating to insurance broking at any court within India. **(Please submit valid attested declaration/certificate/documents for the above signed by the CEO/Principal Officer/ Authorized Signatory of your company in attached ANNEXURE I)**
10. In case there has been any restructuring in the company, either due to a demerger between two companies, failure of a JV or withdrawal of equity share in the JV, the company cannot use the experience of the old JV company. (**Please submit an undertaking from the head of the company /Authorized Signatory by virtue of Board Resolution)**
11. The applicant / Bidder's firm should not be owned or controlled by any Director or Employee or Relatives of employees of Dakshin Bihar Gramin Bank. None of the Directors or Employees of the applicant organization is associated directly / indirectly with any insurance company as their agent, corporate agent or promote / sell their products in any way in India. **(A self-declaration to this effect must be furnished on the Firm's letter head signed by the CEO/Principal Officer/ Authorized Signatory).**

Only the firms that meet the minimum criteria above are to submit as part of the RFP response documents against each of the points above. These documents need to be duly attested by the authorized signatory/principal officer of the broker is to be attached, failing which the offer shall be summarily rejected.

Only those firms who pass the Eligibility criteria will be assessed as per below. Please ensure all documentation is submitted in line with requirements.

C. BID OPENING AND EVALUATION CRITERIA

The Bank will open the bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in the RFP. The bidder's representatives who are present shall sign the register evidencing their presence / attendance.

EVALUATION

i. The proposals will be evaluated in two stages. In the first stage, the bidders will be shortlisted, based on the eligibility criteria (as per point no. B). In the second stage, the bids would be evaluated as per the scoring involved in **annexure given below**.

ii. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/fax/e-mail seeking explanation.

iii. Bid evaluation methodology that Bank would adopt is given below:

Assessment Criteria

Only those firms who pass the Eligibility criteria will be assessed per below. Please ensure all documentation is submitted in line with requirements.

Name of the Organization	
Address of the Corporate Office	
Name of the CEO / Director of the Company/ Principal officer	
Name of Government Business Head/Principal Officer/ Authorized Signatory	
Contact Number	
Email id	

S.no	Parameter	Documents Required	Maximum Weightag	Score
(i)	**The bidder should be holding a valid COMPOSITE broking license granted by IRDA as on date of the tender.** Up to 5 years – 0 Greater than 5 years — 1 Point Every additional completed 1 year – 1 Point	Attach proof of accreditation with IRDA (IRDA License Copies)	10	
(ii)	**Office Locations as on date of the tender -** IRDA notified fully functional office in Patna.	A copy of the last confirmation letter submitted to IRDA notifying the Office Location in Patna to be attached. Additionally, Self-attested details of the branch with the following information to be attached:	For Office – 5 Points	
	The Office in Patna should be manned by Staff having requisite qualification of Insurance Broking as approved by IRDAI and capable of providing necessary services to DBGB. *The Person should have Qualification as per regulation 9(F)(iii) of IRDA (Insurance Broker) Regulations, 2002 as on the date of NIT publication.	1. Address of Branch 2. GST Registration & SE Registration Certificate of Patna Office 3. Name of Head of Branch & Designation 4. Office Landline number & Cellular Phone no. of the head and his official email ID 5. Copy of valid IRDA broking Qualification as per regulation 9(F)(iii) of IRDA (Insurance Broker) Regulations, 2002 (Note: -If all information are not given, no points will be awarded)	Qualified Employee in Patna Office – 5 Points	
(iii)	**Total Premium handled in the FY 2023-24 sourced from General Insurance Business only (Note: Appointed directly by the end user as advisor/broker)** Upto INR 100 cr – 0 Above INR 100 cr. To 200 cr. – 2 For each additional INR 100 cr. – 1 Point	Attach certificate from the CEO/Principal Officer/ Authorized signatory & CA of the Company.	5	

(iv)	Average turnover (only from insurance broking activities/business) for the last three financial years 2021-22, 2022-23, 2023-24. Up to INR 25 cr. — 0 Above INR 25 cr. To 50 cr. — 3 Points For each additional INR 5 cr. – 1 Point	Copies of audited balance sheet for the last 3 completed financial years supported by IT returns and turn over certificate certified by a chartered Accountant along with the self-certification by the CEO/ Principal Officer/ Head Govt Business/ Authorized signatory.	5	
(v)	**Total number of full time IRDAI Broker Qualified / technically qualified employees in India as on date of tender.** Up to 75 employees — 1 Above 75 employees to 150 — 3 Points For every additional 50 employees – 1 Point	Attach an undertaking duly signed by the HR head / Authorized Signatory of your company.	5	
(vi)	**Average Net Worth of the firm for the last three completed financial years 2021-22, 2022-23, 2023-24.** Up to INR 100 cr. — 0 Above INR 100 cr. — 2 For every additional INR 25 cr. — 1 Point	Valid attested declaration/ certificate signed by the CFO/CEO/Principal officer/ Authorized Signatory & CA of the company.	5	
(vii)	**Dedicated team of In-house Health and Wellness team of minimum 5 members (including at least 3 doctor) of the broker with experience in providing wellness services to a RRBs/PSBs/PSU/GOV.** If NO — 0 If YES —5	Attach name, qualification, experience of the Head & Core Team duly signed by the CEO/Principal officer/ Authorized Signatory & CA of the company.	5	
(Viii)	**No of PSBS/PSU / Government clients serviced by the broker in last 3 Financial Years (2021-22, 2022-23 & 2023-24)** **Note: The broker should have been directly appointed by the end user as advisor/ broker.** Up to 5— 0 Points For each client above 5 – 1 Point	Attach relevant Policy copies.	5	
(ix)	**No of RRBs clients serviced in India by the broker in last 3 Financial Years. (2021-22, 2022-23 & 2023-24)** Up to 2 clients — 1 Point For each client above 2 – 1 Point **Note: The broker should have been directly appointed by the end user as advisor/ broker.**	Attach relevant Policy copies.	5	

(x)	**Amount of claims managed under Non Health Insurance Policies for RRBs/PSBs/PSU/Gov. (Rs. in Crores) (Average for three FYs 2021-22, 2022-23 and 2023-24)** Up to 25 crore – 3 points More than 25 crore to 50 crore- 5 points More than 50 crore to 75 crore- 7 points More than 75 crore- 10 points	Attach certificate from CA confirming the same/ Authorized signatory	10	
(xi)	**Number of Group Health policies in PSU/PSBs/RRBs/Gov. with Lives covered > 10000 in last 3 FYs 2021-22, 2022-23 and 2023-24)Attach certificate from chartered Accountant)** From 3 up to 5 policies – 4 Points Above 5 up to 10 policies – 8 Points Above 10 policies – 10 Points	Attach Policy copies highlighting the number of Lives.	10	
(xii)	Does the Bidder have ISO Certification 27001:2022, 9001:2015	Attach a self-declaration along with ISO certificate	5	
(xiii)	Technology platform/ portal for managing all kinds of insurance services as on date of publication. The portal/ platform should have functionality to handle all types of queries, settlement of the claims, submission of the claims, endorsement of newborn child, spouse, new joiners etc., policy details, network hospitals, cashless facilities, SPOC details, medical card/policy, details of dependents and family and other feature for smooth and end to end management of the claims and 24*7 Customer Service Support Yes-5 Mark No- 0 Mark	Self-Declaration signed by Authorized Signatory along with the brief details of online Portal/app	5	
(xiv)	Number of Group Mediclaim Policies for In-Service & Retired Employees of Banking Clients as per the 10th/11th/12th Bipartite Settlement note being serviced by the Broker/ Intermediary in PAN India during the last 3 Financial Years (2021-22, 2022-23 & 2023-24). 1-5 policies – 3 points More than 5 policies- 5 points	Attach relevant Policy copies	5	

(xv)	Years of experience in managing RRBs /PSBs without any Gap as on date For each year- 1 point	Declaration Certified by Authorized Signatory along with relevant extract of the policies.	5	
(xvi)	**Presentation** Evaluation committee will award marks based on the presentation The presentation shall include: a) Company profile & its presence in the region b) Evaluation of risk, roadmap for coverage of insurance c) Claim handling techniques and MIS for real time status of claims. d) Claim settlement ratio (No of claim settled & amount of claim settled) in last three years in respect of Public Sector banks) e) Any other additional information not covered under EOI		5	
	TOTAL		**100**	

Note:

1. **Documentary evidence in support of the above-mentioned selection criteria is to be submitted with the bid document, duly attested by the Principal officer/ Authorized Signatory of the broker failing which the offer shall be liable for rejection. Also, the Insurance Broker's Brochure is to be attested with the bid documents.**
2. **In case any declaration made is found to be incorrect, the agreement will be terminated forthwith without prejudice to any other legal/ penal action.**
3. **Experience of participating Bidder with name mentioned in their License issued by IRDA will only be considered. In case there has been any restructuring in the company, either due to a demerger between two companies or change in equity share pattern, the company continuing with the same/initial IRDA license number, same/initial CIN number and same/initial PAN number will be accountable of the benefit of past relevant experience & amercement. (Please submit an undertaking from the head of the company /Authorized Signatory by virtue of Board Resolution)**

D. Bid Evaluation

The bids will be evaluated on the basis of points obtained by the bidders as per the assessment criteria above. The successful bidder will be selected on the basis of highest points obtained.

E. Tie-Breaker:

STEP 1:
In event of a tie between two or more bidders during technical evaluation, preference will be given to the broker who is serving maximum number of RRBs.

STEP 2:
Again In case two or more bidders having equal RRBs as per step 1, preference will be given to the broker whose net worth is higher.

Photocopies of relevant documents / certificates as proof in support of the claims made for the above criteria should be submitted in a separate envelop in order of the serial numbers mentioned in the above table only. BANK reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

Note: All Claims made by the bidder will have to be backed by documentary evidence.

F. Remuneration of the Brokers

DBGB shall not pay any fees/ Expenses/ remuneration to the broker for any activity carried out by them in connection with insurance work before, during or after the period of engagement.

G. Duration of consultancy

The contract will be initially awarded for 6 months. During the period of 6 months, the performance of the brokers will be evaluated on the basis of their ability to reduce premium outgo and improve the claim settlement ratio both in terms of numbers and period of settlement. If the performance of the selected broker is found to satisfactory, regular contract for 2 years will be awarded to selected broker on completion of initial period of 6 months. The regular contract shall be awarded with the same terms & conditions at the sole discretion of DBGB. After two years successful completion of the contract DBGB may extend the contract for another 2 years with the decision of management.

H. Bid Preparation and submission

The bid shall be typed in indelible ink and signed by the authorized signatory of the bidder who shall also initial each page. The bidder shall provide all information required to be provided as per points B & C above. If all the necessary information and valid supporting documents are not provided, the bid shall be summarily rejected.

The RFP along with supporting documents / Credentials / certificates etc. must reach **GM (HRD) Dakshin Bihar Gramin Bank, Head Office, Shri Vishnu Commercial Complex, Asochak, Near Highway Petrol Pump, NH-30, Patna** in sealed cover on or before **3:00 PM** on **13/02/2025.** The Bids so received will be opened **at 04:00 PM** on the same day in the presence of authorized representatives of the bidders

DBGB reserves the right to accept / reject any offer either in full or in part without assigning any reason whatsoever.

I. Request for Clarification

In case any clarification is required by the bidder regarding the meaning or intent of any of the sections hereof, the bidder may request such information/ clarification from **Dakshin Bihar Gramin Bank not less than 7 days prior to the Bid submission date.** All such queries would be responded by **DBGB** provided the same is sought in writing (Including electronic mails)

The details of the contact person in this regards are as follows:

Assistant General Manager (HRD)

Dakshin Bihar Gramin Bank

Head Office, Shri Vishnu Commercial Complex

Asochak, Near Highway Petrol Pump

Nh-30, New Bypass, Patna - 800030

Mobile: 9771446103

ANNEXURE — I

Self- Declaration

We confirm that,

There has been no mid-year cancellation of running mandate issued by any Government Undertaking/ PSU (State/Central) in the last 5 years till date.

We have not failed in completing an insurance placement at the quoted / approved premium for any of our clients and have not been subject to any ongoing or previous enquiry by the CVC/GOI investigation agency since inception of the broking license.

Further, we have not been indicted / warned / suspended / delisted / black listed / banned / put on holiday by IRDAI / Central or State Govt. / Ministry / Department / PSU / SEBI/ Court, for any corrupt/ fraudulent / collusive / coercive practices and have further not faced any enquiry/ investigation related to material breach as regards our duties to our clients. Also, no charge sheet relating to any Broking related activities / IRDA related issues etc. is under sub-judice / litigation at any Court of India including Supreme Court / Appellate Tribunal (SAT)

Further, none of the Promoters, Directors or the employees of our organization are associated (directly/ indirectly) with any of the Insurance companies as their agent, corporate agent or promote/ sell their products in any way in India. Neither our Company nor any of the Directors are involved in any scam or disciplinary proceedings settled or pending adjudication.

We hereby undertake and confirm that we have understood the scope of work properly and shall carry out the work as mentioned in the RFP.

Authorized Signatory

Format for application to be submitted on letter head of the broking company

Sl No.	Criterion	
1	Name of the Company	
2	Address of the Head Office	
3	Address of the Patna Office	
4	Date of incorporation	
5	Date of 1st License obtained from IRDAI (attach copy)	
6	Date of present license and its validity (attach copy)	
7	If Insurance Broking Company is registered/issued Licensed by Insurance Regulatory and Development Authority of India (IRDAI) under " Composite" License category (attach copy)	
8	Confirmation letter submitted to IRDA notifying the Office Location in Patna and Self-attested details of the branch giving address, Phone, Head of Branch, designation, phone & Copy of valid IRDA broking Qualification.	
9	No. of full time employee (excluding contract and subcontract employee) (HR declaration)	
10	Penalties levied by IRDAI during the last 5 consecutive years till date of the tender (Attach an undertaking duly signed by the CEO/Principal Officer/Authorized signatory/ Head of Govt. Business)	
11	No. of Broker qualified / technically qualified Employee as on date of tender (excluding contract and subcontract employee) in Patna itself (Self declaration & valid IRDA broking Qualification as per regulation 9(F)(iii) of IRDA (Insurance Broker Regulations, 2002)	
12	Does the company have exclusive Team under Health and Wellness with doctors (Attach HR declaration with Attach name, qualification, experience of the Head & Core Team)	
13	No of PSBs/PSU / Government clients serviced in last 3 Financial Years. (2021-22,2022-23 & 2023-24) and as on date of tender.(Attach relevant policy copies)	
14	No of RRBs clients serviced in India in last 3 Financial Years. (2021-22,2022-23 & 2023-24) and as on date of tender.(Attach relevant policy copies)	
15	Total premium placed as for FY 2023-24 (CA Certified Copy)	
16	Average Net Worth of the firm for the last three completed years 2021-22, 2022-23, 2023-24..(CA Certified Copy)	
17	Average Turnover (only from insurance broking activities/ business) for the last three financial years 2021-22, 2022-23, 2023-24 (Attach CA Certified Copy)	

18	Audited balance sheet for the last 3 completed financial years supported by IT returns and turn over certificate certified by a chartered Accountant for financial year 2021-22, 2022-23, 2023-24.	
19	Total Amount of Claims managed under non health insurance policies for RRBs/ PSBs/ PSU/ Gov. (Rs. in crore) (Average of three financial years 2021-22, 2022-23, 2023-24) (CA Certified Copy)	
20	Group Health policies of RRB/Banking clients with Lives covered > 10000 in last 3 FYs (certificate from CA)	
21	ISO Certification 27001:2022, 9001:2015	
22	Technology platform/ portal for managing all kinds of insurance services as on date of NIT publication. The portal/ platform should have functionality to handle all types of queries, settlement of the claims, submission of the claims, endorsement of newborn child, spouse, new joiners etc., policy details, network hospitals, cashless facilities, SPOC details, medical card/policy, details of dependents and family and other feature for smooth and end to end management of the claims and 24*7 Customer Service Support	
23	Number of Group Mediclaim Policies for In-Service & Retired Employees of Banking Clients as per the 10th/11th/12th Bipartite Settlement note being serviced by the Broker/ Intermediary in PAN India during the last 3 Financial Years (2021-22, 2022-23 & 2023-24).	
24	Years of experience in managing RRBs without any Gap as on date	
25	Contact details of authorized person and contact person	

We hereby agree, undertake and declare as under:

a) In the event that Bank discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid.

b) We undertake that the Bank and its authorized representatives are hereby authorized to conduct any inquiry or investigation to verify the veracity of the statements, documents, and information submitted in connection with this Bid and to seek clarifications from our advisors and clients regarding any financial and technical aspects.

c) Bank has the right to reject our Bid without assigning any reason for the proposed Tie- Up and also reject all proposals. Otherwise and hereby we waive our right to challenge the same on any account whatsoever.

d) We acknowledge that the Bank will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of Bidders and we declare that all statements made by us and all the information pursuant to this letter are complete, true and accurate to the best of our knowledge and belief.

Signature of the Authorized Signatory with seal

1. TENDER DOCUMENT

The tender document may be downloaded from the bank's official website www.dbgb.in.
BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be rejected by the Bank.

Bidding forms –

a. ***Envelope no. 1 for documents in support of their eligibility as per point no. "B" above.***
b. ***Envelope no. 2 for documents in support of evaluation criteria as per point no."C".***

   In addition, Undertaking by the Bidder as per Annexure –B and Integrity Pact duly signed as per Annexure –D.

c. ***Authorization certificate as per Annexure–C should be brought open by hand.***

2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e- mail till the date and time mentioned in this RFP. Further, at least 7 days time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website and such notification shall be deemed to be sufficient notice to all. No individual communication will be sent to any bidder in this regard. On the issue of any such notice regarding modification of contents of RFP, this RFP shall be read as if such modification were part of the original RFP.

3. ERASURES OR ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and 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 Bidders risk and may result in rejection of the bid.

4. LANGUAGE OF BID

ɑ. A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

04.02.2025	Tuesday	3:00 PM	**DBGB, Sri Vishnu Commercial Complex, NH 30, Ashochak, Bihar 800016**

b. No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow a maximum of 2 representatives from each Bidder to participate in the pre-bid meeting.

c. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

d. The Bank will consolidate all the written queries and resolve the same in the pre-bid meeting and changes in RFP, if any, shall be made available in the Bank's website and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

5. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers/bids, BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder/ tenderer.

6. DBG BANK'S RIGHT TO MODIFICATION/REVISION OF RFP

DBG Bank reserves the right to:-

- Cancel or Modify any terms, conditions and specifications of the RFP by publishing a notice to such effect on website of DBG Bank.
- Obtain revised price Bids from the Bidders with regard to modifications/changes in RFP. Place repeat orders.
- Issue the amendments to the RFP at any time, prior to the deadline for the submission of Bids. From the date of issue, amendments to RFP Document shall be deemed to form an integral part of the RFP Document.
- Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

7. TERMINATION FOR DEFAULT(S)

The Bank reserves its right to cancel the Contract by giving a prior written **notice of 30** days to the selected bidder in the event of, but not limited to, one or more of the following situations:

a. Unnecessary or unwarranted delay in execution of the work allotted.

b. Delay in providing the requisite manpower at the Bank's site.

c. Delay in submission of reports beyond the stipulated periods.

d. Breach of trust is noticed during any stage of the consultancy assignment.

e. The selected bidder commits a breach of any of the terms and conditions of the bid.

f. The selected bidder goes in to liquidation voluntarily or otherwise.

g. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

h. If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.

i. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract.

8. CONSEQUENCES OF TERMINATION

a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

b. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

9. TERMINATION FOR CONVENIENCE:

The Bank reserves its rights to terminate the contract at its own convenience by giving 30 days' prior notice in writing to the selected bidder/Broker without assigning any reason for such termination and without any cost or compensation therefore.

10. DISPUTE RESOLUTION MECHANISM

The Vendor and The Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

a. The Party raising a dispute shall address to the other Party a notice in writing requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b. The matter will be referred for negotiation between designated officials of the Bank /Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Patna and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document. The arbitrators shall hold their sittings at Patna. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Patna alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement.

11. GOVERNING LAWS AND JURISDICTION

This contract shall be governed by and construed in accordance with the Laws of India for the time being in force and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at Patna.

12. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

13. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by BANK.

14. CANCELLATION OF TENDER PROCESS

Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefore to any of the participating bidders.

15. PUBLICITY

Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit prior written permission of Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless BANK first gives the Vendor its prior written consent.

16. FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or BANK as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding the above, the provisions relating to indemnity, confidentiality shall survive after termination of the contract.

17. CONFIDENTIALITY

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause.
- To treat all Information as Confidential Information.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder’s team) in the course of

performing the service(s) as soon as practical after it becomes aware of that conflict.

18. NON-TRANSFERABLE OFFER

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process. There will not be any type of outsourcing.

The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

19. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 90 (Ninety) days after the date of bid opening prescribed by BANK. BANK holds the rights to reject a bid valid for a period shorter than the above time frame, without any correspondence. In exceptional circumstances, BANK 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. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

20. PRELIMINARY SCRUTINY

BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

BANK may, at its sole discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and BANK reserves the right for such waivers.

21. 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.

22. COSTS OF PREPARATION & SUBMISSION OF BID

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

23. SUB CONTRACTING

The Bidder will not subcontract or delegate or permit anyone other than the Bidder personnel to perform any of the work, service or other performance required of the Bidder under this agreement without the prior written consent of the Bank and the bank's decision in this regard will be final and acceptable to the bidder.

24. NOTIFICATION OF AWARD

The finalization & selection of a tender, subject to eligibility, evaluation as per point no. C & compliance with all the terms and conditions will be communicated in writing by means of offer of contract/ service order at the address supplied by the bidder in the tender response. Any change of address of the Bidder, should therefore be promptly notified to:

The

General Manager,

DBG Bank, Head Office,

The written offer of contract/ order issued to the successful bidder would need to be accepted by the bidder in writing within 7 days from the date of issue of the offer.

25. CONFIDENTIALITY OF THE BID DOCUMENT

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

26. RIGHT TO AMEND SCOPE OF WORK

The Scope of Work/Implementation Programmed may change/shift due to change in guidelines/directives of the Regulatory Authorities such as RBI/ICAI/MCA/Tax Authorities, etc. and any other developments. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder.

27. OWNERSHIP AND RETENTION OF DOCUMENTS

- BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by BANK, the Broker shall deliver to BANK all documents provided by or originating from BANK/ Purchaser and all documents produced by or from or for the Broker in the course of performing the Service(s), unless otherwise directed in writing by BANK at no additional cost.
- The selected bidder shall not, without the prior written consent of BANK/ Purchaser store, copy, distribute or retain any such Documents.
- The selected bidder shall preserve all documents provided by or originating from BANK/ Purchaser

and all documents produced by or from or for the Broker in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of DBGBANK/Purchaser in this regard.

28. SIGNING OF CONTRACT/AGREEMENT

The contract will be initially awarded for 6 months. During the period of 6 months, the performance of the brokers will be evaluated on the basis of their ability to reduce premium outgo and improve the claim settlement ratio both in terms of numbers and period of settlement. If the performance of the selected broker is found to satisfactory, regular contract for 2 years will be awarded to selected broker on completion of initial period of 6 months. The regular contract shall be awarded with the same terms & conditions at the sole discretion of DBGB. After two years successful completion of the contract DBGB may extend the contract for another 2 years with the decision of management.

The performance of the selected bidder shall be reviewed periodically and in case the performance of the Broker / selected bidder found to be unsatisfactory, the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days notice without assigning any reasons and without any cost or compensation therefore. The failure, delay or evasion on the part of the successful bidder to execute the Service Level Agreement within the period mentioned will entitle the Bank to forfeit the by the successful bidder, without further notice to the successful bidder. Further, the failure, delay or evasion on the part of the successful bidder to commence project from 03.04.2025 will result in termination of the Contract without prejudice to its other rights and remedies available under the contract and/or Law(s) for the time being in force.

29. BANK RESERVES THE RIGHT TO THE FOLLOWING:

Bank reserves its rights, without giving any reason whatsoever and without any cost or compensation therefore, to:

- Reject any or all proposals received in response to the RFP
- Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated **above.**
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- Extend the time for submission of proposal.
- Modify the RFP document, by an amendment that would be notified on the Bank's website.

30. UNDERTAKING BY BROKER

The Consultant shall furnish the following Undertaking as a part of the proposal.

"We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sisters concern in India or our CEO, Directors and if it arises we will intimate the Bank of the same".

31. COMPLIANCE CONFIRMATION

The Bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP

32. PROPOSAL OWNERSHIP:

The proposal and all supporting documentation submitted by the bidders shall become the property of the Bank. The proposal and documentation may be retained, returned or destroyed as the Bank decides.

33. OTHER INSTRUCTIONS

a. The key persons identified for the project should carry out their activities from Bank's premises. The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the Qualification Criteria and preferably should have been involved in a similar assignment.

b. The Broker selected for the assignment should adhere to the quality standards, regulatory directions, guidelines in this regard.

c. The Broker selected for the assignment should treat as confidential all data and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank.

d. The proposal should be submitted strictly in the formats provided in this RFP document.

e. The proposal should be free of overwriting/ corrections /alterations.

f. All bids and supporting documentation shall be submitted in English only.

g. The Bank will not return the bids/responses to the RFP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.

34. ADOPTION OF PRE-CONTRACT INTEGRITYPACT:

a. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

b. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participation in the bidding process.

c. The Bidders shall submit signed Pre Contract integrity pact on stamp paper as per **Annexure-D** along with Part-A Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.

d. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

e. Integrity Pact in respect of this contract would be operative from the stage of invitation

of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

f. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

g. Integrity pact shall be signed by the person who is authorized to sign the Bid.

35. DUE DILIGENCE

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which DBG Bank shall not be held responsible.

36. MODIFICATION AND WITHDRAWAL OF BIDS

N**o** bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

37. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

38. COMPLIANCE WITH APPLICABLE LAWS OF INDIA

The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank 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 the Bank 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.

All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labor license needs to be submitted along with the quotation).

The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local

laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including IRDAI, 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 for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its 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. 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 Bank 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 Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

39. NON-DISCLOSURE

By virtue of RFP process and subsequent Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per the following -

A. That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub- contractors shall maintain confidentiality of the confidential information.

B. That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

C. That the bidder will strictly maintain the secrecy of Bank's data.

D. The selected Bidder is required to enter into a Non-Disclosure Agreement with the Bank at the time of or before the execution of the Master Contract, format whereof is given with this RFP as **Annexure-E**

Thanking You,

GENERAL MANAGER

Annexure: A

Reference Number: _____

(Covering Letter) Offer

(Letter to the Bank on the Broker's "letterhead" to be submitted with application fee in a envelope)

Date:_____

To
The General Manager
DBG Bank - Head Office
SHRI VISHNU COMMERCIAL COMPLEX,
NH-30, NEW BYPASS,
NEAR BP HIGHWAY SERVICES PETROL PUMP, ASOCHAK,
PATNA-800030, BIHAR

Dear Sir,

Sub: RFP for Engagement of Insurance Brokers for providing technical guidance/support for all our insurance related matters at no cost to the company.

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to provide our services for providing technical guidance/support for all our insurance related matters at no cost to the company as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Offer in a sealed envelope. The offer shall be binding on us up to the finalization/selection of Bidder and subject to the modifications resulting from contract negotiations.

Yours faithfully,

(Name and Designation, seal of the firm)

Encl: Bidding documents in sealed envelope.

Annexure –B

Undertaking by the Bidder

(To be included in the envelope containing eligibility documents)

To
The General Manager
DBG Bank - Head Office
SHRI VISHNU COMMERCIAL COMPLEX,
NH-30, NEW BYPASS,
NEAR BP HIGHWAY SERVICES PETROL PUMP, ASOCHAK,
PATNA-800030, BIHAR

Reference Number: _____

Dear Sir,

Re: RFP for Engagement of Insurance Brokers for providing technical guidance/support for all our insurance related matters at no cost to the company.

a) We hereby confirm that we have read and understood the eligibility criteria and fulfill the same.
b) We further confirm that all the information as per requirement of the Bank have been included in our bidding documents.
c) Further, we hereby undertake and agree to abide by all the terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our Offer.
d) We have not been blacklisted by any Nationalized Bank/ RRBs/IRDAI/IBA or any other Government agency/PSU. No legal action is pending against us for any cause in any legal jurisdiction.
e) We undertake that adequate number of qualified staff will be deployed for the services to be rendered to the Bank.
f) We hereby undertake and agree to abide by all laws, rules, regulations, by-laws, guidelines, notifications as per IRDAI - Insurance Brokers Regulations, 2018(amended up to 31.01.2025).

(Deviation to the above if any, the Bidder must provide details of such action(s).

1)

2)

3)

(Signature and the capacity of the person duly authorized to sign Bid for and on behalf of)

Annexure : C

Reference Number: _____
(To be furnished in the company's letterhead, to be submitted by hand by the authorized person)

AUTHORIZATION LETTER FORMAT

Place……_ Date……..

To
The General Manager
DBG Bank - Head Office
SHRI VISHNU COMMERCIAL COMPLEX,
NH-30, NEW BYPASS,
NEAR BP HIGHWAY SERVICES PETROL PUMP, ASOCHAK,
PATNA-800030, BIHAR

Sir/Madam,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your RFP for Engagement of Insurance Brokers for providing technical guidance/support for all Bank's insurance related matters at no cost to the company. Mr./Miss/Mrs.……is hereby authorized to attend the Bid Opening of the above RFP…….Dated……..on ……..on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

Annexure - D

PRE CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

1. Whereas DBG Bank having its registered office at DBG BANK, a body corporate constituted under RRB Act 1976 having its Head Office DBG Bank - Head Office, SHRI VISHNU COMMERCIAL COMPLEX, NH-30, NEW BYPASS, NEAR BP HIGHWAY SERVICES PETROL PUMP, ASOCHAK,PATNA-800030, BIHAR acting through its Finance Department, represented by Authorized Signatory hereinafter referred to as the Buyer and the first party, proposes to engagement of Insurance Broker hereinafter referred to as Services.

And

M/s_____ represented by_____ Authorized signatory, (which term, unless expressly indicated by the Agreement, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Insurance Brokerage Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under the RRB Act 1976, as amended from time to time. Buyer and Bidder/Seller shall hereinafter be individually referred to as —Party or collectively as the —parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into Agreement for services of Insurance Broker and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

(i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a Agreement 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.

(ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the Agreement execution.

(iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5 Commitments of the Bidder(s) /Seller(s):

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Agreement execution.

(i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer‘s employees involved in the tender process or the execution of the Agreement 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 during the tendering or qualification process or during the execution of the Agreement.

(ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers 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.

(iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(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 constrained or transmitted electronically.

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

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

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder‘s /Seller‘s exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the Agreement, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

(i) To disqualify the Bidder /Seller with the tender process and exclusion from future Agreements.

(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.

(iii) To immediately cancel the Agreement, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Patna, India.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

11. Integrity Pact Duration.

11.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of Agreement.

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

11.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. Other Provisions

12.1 Changes and supplements need to be made in writing. Side agreements have not been made.

12.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

12.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

12.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

13. This Integrity Pact is signed with DBG Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

14. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

15. The Parties here by sign this Integrity Pact.

BUYER	**BIDDER /SELLER**
Signature:	**Signature:**
Authorized Signatory	**Authorized Signatory**
Place:	
Date:	
Witness:	**Witness:**
(Name & Address)	**(Name & Address)**

Annexure - E

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Agreement made and entered into at Patna on this the ……..day of …… 2020,

BETWEEN……., incorporated under Companies Act 1956 and having its office at …….. (here in after referred to as "……." which expression unless repugnant to the context or meaning thereof be deemed to include, its successors and permitted assigns, the Party of the FIRST PART.

AND

DBGBANK, a Body Corporate constituted under the RRB Act 1976 amended from time to time and having its Head Office at Patna 800030 (hereinafter referred to as "DBG Bank" which expression unless repugnant to the context or meaning thereof be deemed to include, its successors and assigns) the Party of the SECOND PART.

……. & DBG Bank. are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship with respect to Bank's Insurance Policies between themselves (hereinafter referred to as "the Project"). In the course of such discussions and negotiations, it is anticipated that DBG Bank may disclose or deliver to ……. Confidential Information (as defined below) for the purpose of enabling ……. to evaluate the feasibility of the said Project (hereinafter referred to as "the Purpose") which, ……..is expected to keep as confidential.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. CONFIDENTIALITY

a. For the purpose of this Agreement, **Confidential Information** shall mean all non public information of DBG Bank which is disclosed/furnished or made available by DBG Bank to ....., whether in writing, oral, graphic, visual or electronic or any other form including, without limitation, any and all information relating to DBG Bank and/or its client's (whether past, present, or future) business, technical, financial or other information/data (past, present, or prospective), trade secrets or know-how, marketing & development plan, customer information and Intellectual Property Rights as well as any such information not generally known to third parties or received from others that such Party is reasonably expected to treat as confidential.

b. ……. may use the Confidential Information solely for and in connection with the Purpose.

c. Notwithstanding the foregoing, "Confidential Information" shall not include any information, which……. can prove : (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by ……. , (b) was rightfully in the possession of …… without any obligation of confidentiality prior to receiving it from DBG Bank, (c) was rightfully obtained by ……. from a source other than DBG Bank without any obligation of confidentiality, (d) was developed by or for ……. independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

d. This Agreement shall impose no obligation on ……. with respect to any Confidential Information or portion of it disclosed pursuant to the requirements of law or of an order of a court or of governmental or statutory authority of any State either in India or abroad as so required by such order, provided that ..... shall, unless prohibited by law or regulation, notify DBG Bank of such order as soon as it receives it, enabling DBG Bank to seek appropriate protective order relating to such disclosure, if desired by it.

2. **EXCHANGE OF INFORMATION TO BE FREE OF COST:**

..... acknowledges that in the course of performing their obligations as agreed herein between the Parties, the Parties shall be exposed to or acquire Confidential Information. ..... agrees that it will use the confidential information exclusively in connection with the purpose for which negotiations are being held as stated herein. Nothing in this deed will obligate either Party to disclose any information, which it regards as not to be disclosed. ..... shall at all times, maintain confidentiality regarding the Confidential Information and shall not reproduce for use in any way, any Confidential Information and / or disclose the Confidential Information to any third party or to any other person or entity other than persons in the direct employment of ..... who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. ..... shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. ..... may disclose Confidential Information to its consultants or advisors only if the consultant or advisor has executed a Non-disclosure Agreement with ..... that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to DBG Bank for any unauthorized use or disclosure. ..... agrees to notify DBG Bank immediately if it learns of any use or disclosure of DBG Bank's Confidential Information in violation of the terms of this Agreement. The information shall be exchanged between the parties free of costs. Notwithstanding anything contained herein above, ...shall be liable to DBG Bank for any unauthorized use or disclosure of Confidential Information by any of the employees, consultants or advisors of .....

3. PUBLICATION:

..... shall not make news releases, public announcements, give interviews, issue or publish advertisements, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement without prior written approval of DBG Bank.

4. TERM:

This Agreement shall be effective from the date of the execution of this Agreement and shall continue up to ……or till the expiration of this Agreement due to cessation of the discussions and negotiations between the Parties concerning the Project or until it is terminated by either party by giving notice of 30 days to the other party without assigning any reason whatsoever, whichever is earlier. The parties may by mutual consent in writing extend the period of this agreement for further period on the same terms and conditions stated herein. Upon expiration or termination as contemplated herein, ...shall immediately cease any and all disclosures or uses of Confidential Information, and at the request of DBG Bank ..... shall promptly destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof, subject to clause 7 of this agreement. Notwithstanding anything contained contrary in this agreement, the obligations of .....under these presents shall survive termination of this agreement.

5. EXCLUSIVITY:

For an initial period of 90 days from the date of this Agreement, which period may be extended by mutual consent of both the Parties, the Parties must deal with each other in relation to the Purpose exclusively and matters of a similar nature to the Purpose subject to exclusion of other prospective alliances between the parties that do not overlap with the businesses under discussion between the Parties. To clarify further Party of the First Part shall not do any act or perform any obligation which is detrimental to the interest of DBG Bank.

6. TITLE AND PROPRIETARY RIGHTS:

Notwithstanding the disclosure of any Confidential Information by DBG Bank to ....., DBG Bank shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or hereafter be obtained by such Party is either granted or implied by the conveying of Confidential Information. ..... shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of DBG Bank on any copy of the Confidential Information, and shall not reproduce any such mark or notice on all copies of such Confidential Information. Likewise, ...shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.

7. DESTRUCTION OF CONFIDENTIAL INFORMATION:

a) Pursuant to what is stated in clause 4 above, upon written demand of DBG Bank, ... shall (i) cease using the Confidential Information, (ii) destroy the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof and/or erase such information from all computers and electronic devices within seven (7) days after receipt of notice, and (iii) upon request of DBG Bank, certify in writing that ..... has complied with the obligations set forth in this paragraph

b) Despite what is stated in paragraph (a) above, ...may retain any Confidential Information (or a copy of it) :

i) to the extent necessary to comply with any law or Regulatory requirement;
ii) forming part of board papers or minutes, board committee or audit committee papers or minutes;
iii) for reasonable audit and taxation purpose; or contained in electronic records made in the ordinary course of business which are captured by automated document retention procedure.

Provided however that .....shall specify the confidential information retained by them with reasons thereof and further agrees that the said information shall be continued to be kept confidential by .....irrespective of termination of this agreement

8. INDEMNITY:

a) ..... shall keep indemnified DBG Bank and hold DBG Bank, its employees and personnel harmless from and against any and all losses, damages, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against DBG Bank as a result of any disclosure of the Confidential Information by .....or breach of any of the terms of this Agreement.
b) .....shall not be liable to DBG Bank under the indemnity in Para (a) above:
i) For any debt ,obligation, cost, expenses, loss, damage, compensation, charge or liability of any kind , which (in each case) is at law of an indirect or consequential nature; or
ii) for any loss of income, profit and loss of business opportunities.

9. REMEDIES:

..... acknowledges that if ..... fails to comply with any of its obligations hereunder, DBG Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. ..... agrees that in addition to indemnification by ....., the failure to comply with the obligation under this Agreement by ..... all other remedies provided at law or in equity, DBG Bank shall be entitled to injunctive relief hereunder.

10. ENTIRE AGREEMENT, AMENDMENT, ASSIGNMENT:

This Agreement constitutes the entire Agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the Parties.

Neither this Agreement nor any rights benefits and obligations granted hereunder shall be assignable or otherwise transferable.

11. GENERAL :

..... shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided on “as is” basis. In no event shall DBG Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

12. SEVERABILITY:

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions in this Agreement shall not be affected or impaired.

13. DISPUTE RESOLUTION MECHANISM:

In the event of any controversy or dispute regarding the interpretation of any part of this agreement, or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement the same shall be as far as possible settled by mutual discussion between the Parties. In the event the Parties cannot settle the dispute as above, the matter shall be referred for Arbitration by a Sole Arbitrator appointed by the Parties. If the Parties cannot arrive at a consensus in nominating the Arbitrator the matter shall be referred to Chief Justice of Patna High Court for nominating the Arbitrator in accordance with the Arbitration and Conciliation Act,1996 and the Arbitration shall be held at Patna in accordance with the said Act. The Expenses of Arbitration shall be shared equally by Parties unless a specific Order in this regard is passed by Arbitrator.

14. GOVERNING LAW AND JURISDICTION:

The provisions of this Agreement shall be governed by the laws of India and the Courts of Patna shall have jurisdiction to try and entertain any matter in connection to this agreement.

15. REPRESENTATIONS AND WARRANTIES:

..... hereby represents and warrants that:-

a) it (and, if applicable, any person on whose behalf it may act as agent or in a representative capacity) has and will continue to have full capacity and authority to enter into this Agreement and to carry out the transactions contemplated herein, and has taken and will continue to take all action (including the obtaining of all necessary corporate approvals and governmental consents, if any) to authorize the execution, delivery and performance of this Agreement; and

b) The terms of this Agreement do not constitute a breach of any obligations by which it is bound whether arising by its constitutional documents, any contract or operation of law.

..... further agrees to execute/deliver such documents and perform such further acts as the other Party may reasonably require in relation to this Agreement.

16. NOTICES:

a) Any notice or request required or permitted to be given or made under this agreement shall be in writing.

b) Except as otherwise provided in this Agreement, any notice, demand, letter or communication may be sent by the Parties by registered post, speed post, courier, facsimile, electronic mode, or by hand delivery. Such notice or request shall be deemed to have been duly given or made when it shall be delivered / sent through by fax / registered post acknowledgement due / speed post acknowledgement due / hand delivery to the address mentioned hereunder and it shall be taken to be sufficient service thereof. If notice is sent by fax, electronic mode, a copy of the same shall also be sent by registered post acknowledgement due / speed post acknowledgement due / hand delivery.

c) Any notice, demand, letter or communication to the Parties shall be effective only when received by the relevant Party.

d) Any notice, demand, letter or communication may be sent by one party to the other at the address and numbers set out hereunder or such address and numbers as one party may inform the other in writing.

For .....:

For Second Party: **DBG Bank – Head Office**

SHRI VISHNU COMMERCIAL COMPLEX,
NH-30, NEW BYPASS,
NEAR BP HIGHWAY SERVICES PETROL PUMP, ASOCHAK,
PATNA-800030, BIHAR
Tel No: _____

Website: www.dbgb.in

17. AGREEMENT IN TWO COUNTER PARTS:

This Agreement shall be executed in two counterparts, each of which shall be deemed to be and original and both of which together shall constitute the same Agreement. Each party shall be having one copy of the Agreement.

18. ATTESTATION:

IN WITNESS WHEREOF both the parties have set their respective hands to the Agreement on the day, month and the year above written:

SIGNED & DELIVERED on behalf of)

(Director) as)

(Lawfully authorized executants))

SIGNED & DELIVERED on behalf of)

DBG Bank)

(_____) as _____)

(Lawfully authorized executants))

Date:
Place: