

RFP No. NB.IDD/566/Pol-6/2022-23 dated 07 September 2022

National Bank for Agriculture and Rural Development

**Request for Proposal (RFP) for Selecting Project Consulting Agency for
the Centrally Sponsored Project for 'Computerisation of Primary
Agricultural Credit Societies'**

Only Through e-Tendering



**Institutional Development Department (IDD),
National Bank for Agriculture and Rural Development
Head Office
5th Floor, E Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (East)
Mumbai - 400051**

Request for Proposal

NABARD hereby invites submission of detailed proposals from eligible consulting agencies for taking up the assignment. The proposal has to be submitted online on or before 21 October 2022.

Important Dates

Date of issue of RFP document	07 September 2022
Last date for receiving queries by NABARD	11.59 PM on 21 September 2022
Pre-Bid meeting	11.00 AM on 28 September 2022
Clarifications to Bidders' queries to be issued by NABARD	12 October 2022
Last date and time for submitting a detailed application, including Technical & Financial Bids/Proposals	11.00 AM on 21 October 2022
Date and time of opening General Information and Technical Bids/Proposals	11.00 AM on 28 October 2022
Declaration of Names of Agencies shortlisted after preliminary scrutiny	Will be uploaded on NABARD's website
Date of Presentations by shortlisted Bidders	Will be informed on NABARD's website
Date and time of opening of financial bids (only for shortlisted Agencies)	Will be informed on NABARD's website

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Disclaimer

- This Request for Proposal (RFP) is neither an agreement nor an offer and is only an invitation by NABARD to the interested parties for submission of their bids/offers.
- The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

- c) The purpose of this RFP is to provide the bidders with information to assist the formulation of their bids/proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and, wherever necessary, may obtain independent advice.
- d) NABARD makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- e) This RFP is an invitation to receive a response from an eligible interested Agency for advising NABARD on computerization of PACS project to be taken up for strengthening rural economy. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the selected bidder. This document should be read in its entirety.

Because of any unforeseen circumstances, if NABARD feels that a situation has arisen wherein it is not conducive for conducting the tendering process, NABARD reserves the right to Reschedule/Modify/Cancel the process at any stage without assigning any reason thereof. The relevant information in such regard will be posted on our website suitably.

Response Format for RFP

If you intend to respond to this proposal, please follow the time schedule given above.

Your proposal must include the name of the authorized person or team that NABARD can call directly.

Address for communication

**The Chief General Manager
National Bank for Agriculture and Rural Development
Institutional Development Department (IDD)
Head Office, PACS Computerisation Agreement
5th Floor, 'E' Wing
Head Office, C-24, G- Block
Bandra-Kurla Complex
Bandra (East), Mumbai 400051
India
Email: pacs.comp@nabard.org**

In case of any further guidance, help, and support while submission of e-bid, bidders may send on pacs.comp@nabard.org:

NABARD assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings, visits, etc.

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Definitions

In this Document as well as the Contract/Agreement to be executed following selection of the successful bidder, the under noted terms shall be interpreted as indicated hereunder. Whether these terms, any or all, appear in this document either as under or are written in capital letters or in small letters, shall mean as envisaged hereunder only.

- ❖ **“Contract”** means the agreement entered into between NABARD and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. Various references such as “Purchase Agreement”, “Purchase Contract”, “Works Contract”, etc. also refer to “the Contract”
- ❖ **“Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of all its contractual obligations.
- ❖ **“Effective Date”** means the dates when the obligations as stated in the purchase agreement come into full force and effect.
- ❖ **“Letter of Acceptance”** means a formal letter from service provider to NABARD stating their acceptance of terms and conditions of the contract.
- ❖ **“NABARD”** means National Bank for Agriculture and Rural Development.
- ❖ **“Purchaser”** means “National Bank for Agriculture and Rural Development”, or “NABARD” or “the Purchaser” and in the present documents, means, NABARD, Mumbai.
- ❖ **“Supplier’s Representative”** means the duly authorized representative of the Supplier, approved by the Purchaser to manage and be responsible for the Supplier’s performance under the Contract.
- ❖ **“Service Provider”** means the bidder to whom the contract under this RFP is awarded.
- ❖ **“The Bidder”** means the individual or firm supplying or intending to supply the application software, and associated services under this Contract.
- ❖ **“Operating Profit”** means profits earned by a company/ organisation from its core business operations, without considering interest and tax deductions components.
- ❖ **“Work Order”** means formal letter from NABARD assigning duties for execution to the selected agency.
- ❖ **“RFP”**. “Tender”, “RFP”, “Bid document” means the ‘Request for Proposal document.
- ❖ **“Bid”** may be referred to as ‘Offer’.
- ❖ **“New and Innovative Technologies”** means high end existing technology which may be leveraged for implementation of the project such as Block Chain technology.

Abbreviations	
Acronym	Description
API	Application Programming Interface
BFSI	Banking, Financial Services and Insurance
BG	Bank Guarantee
CBS	Core Banking Solutions
CPPP	Central Public Procurement Portal of Government
CV	Curriculum vitae
DCCB	District Central Cooperative Bank
EMD	Earnest Money Deposit
FMCG	Fast-Moving Consumer Goods
GoI	Government of India
LAMPS	Large Area Multipurpose Societies
LOI	Letter of Intent
MIS	Management Information System
MoC/MOC	Ministry of Cooperation
MSME	Micro and Small Enterprises
NABARD	National Bank for Agriculture and Rural Development
NLDR	National Level Data Repository
NLDRV	National Level Data Repository vendor
NLMIC	National Level Monitoring and Implementation Committee
NLPS	National Level PACS Software
NLPSV	National Level PACS Software Vendor
NPA	Non-Performing Asset
PACS	Primary Agricultural Cooperative Society
PBG	Performance Bank Guarantee
PCA	Project Consulting Agency
PMP	Project Management Professional
PMU	Project Monitoring Unit
PMUs	Project Monitoring Units
PoS	Point of Sale
RCS	Registrar of Cooperative Society
RFP	Request for Proposal
SaaS	Software as a Service
SIs	System Integrators
ST, MT, LT	Short Term, Medium Term, Long Term
StCB	State Cooperative Bank/ State Level Apex Bank
WO	Work Order



**National Bank for Agriculture and Rural Development (NABARD)
Bandra-Kurla Complex, Bandra East, Mumbai-400051**

RFP No. NB.IDD/566/Pol-6/2022-23 dated 07 September 2022

**Request for Proposal (RFP) for Selecting Project Consulting Agency (PCA)
for the Centrally Sponsored Project for ‘Computerisation of Primary
Agricultural Credit Societies’**

1. Introduction

- 1.1 This Request for Proposal (RFP) is for inviting potential companies/agencies who can provide the services for a Project Consulting Agency for the Centrally Sponsored Project for ‘Computerisation of Primary Agricultural Credit Societies’
- 1.2 **About NABARD**
- 1.3 National Bank for Agriculture and Rural Development, is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as “NABARD”) to oversee, facilitate, enable various initiatives and strategies in these sectors which include but are not limited to rural financing, agri financing, refinancing, creation of agri and rural infrastructure, policy making, coordination and collaboration between stakeholders, assistance to standardization of technologies and creation of necessary bridges between modern financial ecosystem and the rural economy waiting to be enabled and included.
- 1.4 NABARD has its Head Office at Plot No. C-24,'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices, Training Establishments and other setups in different cities across the country.
- 1.5 NABARD’s mission is to “*promote sustainable and equitable agriculture and rural development through participative financial and non-financial interventions, innovations, technology and institutional development for securing prosperity*”. Detailed information regarding the functions of the NABARD are provided on the website – www.nabard.org
- 1.6 A key objective of NABARD is to strengthen the rural credit delivery system through institutional development, with specific/additional focus on the Short Term Cooperative Credit Structure (STCCS) and Regional Rural Banks (RRBs).

- 1.7 The STCCS, in majority of States, has a three-tier structure, comprising of State Cooperative Banks (StCBs) at the apex level, District Central Cooperative Banks (DCCBs) at the intermediate level and Primary Agricultural Credit Societies (PACS) at the village level. In some states, two-tier structure of the STCCS is present wherein there are no DCCBs, and StCBs and PACS comprise the two tiers.
- 1.8 The STCCS through its ground level structure viz. PACS plays an important role in widening the reach of institutional credit, both from a geographic and socio-economic perspective. PACS with widespread reach in remote areas of the country are an important channel for achieving greater financial inclusion.
- 1.9 **About PACS**
- 1.10 PACS are owned by farmers, rural artisans etc. and aim at promoting thrift and mutual help among the members; cater to their credit requirements and provide credit-linked services like input supply, storage and marketing of agricultural produce etc.
- 1.11 The large out-reach of PACS to the Small & Marginal Farmers (SMFs) makes them a systemically important class of agricultural credit purveying institutions. Further, there is a felt need to develop cooperatives as vibrant business enterprises by enabling them to provide multiple services to their members with support of technology to fulfil members' requirements.
- 1.12 Keeping in view the above and to make PACS self-reliant in tune with 'Atmanirbhar Bharat Abhiyaan', the Government of India (GoI) will be implementing the Centrally Sponsored Project for Computerisation of Primary Agricultural Credit Societies for a period of five years from 2022-23 to 2026-27.
- 1.13 Large Area Multipurpose Societies (LAMPS) or any other societies similar to PACS will also be covered in this project. At present, there are about 63,000 functional PACS, LAMPS, etc. in the country. The no. of PACS present across the states is given in Annexure-I. The broad functions of PACS are detailed in Annexure-II.
- 1.14 NABARD will be responsible for implementation of the project at the central level under the guidance and directions of NLMIC and Ministry of Cooperation, Government of India. Further, NABARD will also act as a custodian on behalf of GoI of the common software and all the financial and personal data generated/captured on the software. For more clarity on background of the project, terminologies used in this RFP, bidders may refer to scheme guidelines and other resources available on the Ministry of Cooperation website - <http://cooperation.gov.in/>

- 1.15 The software for the project shall be developed by a National Level PACS Software Vendor (NLPSV) and shall be customisable for state specific needs, to capture data on all functionalities of PACS, both credit and non- credit, including system software with Disaster Recovery features, etc. proposed to be provided to all the PACS in the project. The software shall be hosted from a centralised data centre along with a disaster recovery centre, which shall be called as National level Data Repository (NLDR), setup through open bidding process by NABARD.
- 1.16 NABARD shall float a separate RFP for System Integrators (SIs) who shall be required to supply hardware, prepare legacy data, digitise and port this data into software. The SIs shall also recommend state specific customization required in the common software and provide the support system. In the project, there will also be a provision to run the software on offline mode and later upload the data in the system in case of network issue. The NLPS shall be required to have the necessary capabilities for working with standard architecture of hardware, data ingestion and data management systems.

1.17 Responsibilities of PMUs to be set up by NABARD

The selected firm shall be part of Central and State level PMU to be setup by NABARD. The responsibilities of PMUs are given below:

1.17.1 Central level PMU

- i. Finalize project design and implementation strategy.
- ii. Undertake stakeholder consultation with States, Central Government, RBI, Banks, etc.
- iii. Finalize the requirement of hardware and functionalities of software for the project.
- iv. Undertake bidding and short listing exercise as per the provisions of General Financial Rules (GFR) 2017, Department of Expenditure (DoE), GoI.
- v. Provide technical support during and after the implementation of the proposed Project.
- vi. Guide the NLPSV regarding customization of the central software based on the state-wise feedback/needs.
- vii. Provide guidance to the state level PMUs.
- viii. Provide necessary inputs to the committees set up for computerisation of PACS.
- ix. Prepare necessary reports and dashboards (MIS etc.) for facilitating review at National/State Level.
- x. Ensure periodical reporting of the progress to the Government of India.
- xi. Provide guidance on the business aspects to the PACS as well as monitor the implementation carried out by the selected vendors.
- xii. Undertake planning and execution of the training and capacity building at all levels.
- xiii. Ensure the preservation of the data and provide measures for data analysis & analytics.

- xiv. Undertake all other matters necessary for the successful implementation of the project duly consulting NABARD/GoI.

1.17.2 State Level PMU

- i. Will function under the overall guidance of the Central PMU and report to State Secretary of Co-operation Department.
- ii. Provide management/technical support during and after the implementation of the proposed Project.
- iii. Identification of PACS for computerization in consultation of State Government within overall project guidelines.
- iv. Responsible for identifying the customization needs at the state level and report to the central PMU/System Integrators.
- v. Liaise with state level stakeholders.
- vi. Arranging for stakeholder capacity building at the State level.
- vii. Follow up for successful implementation at the State level.
- viii. Provide guidance on the business aspects to the PACS as well as monitor the implementation carried out by the selected vendors.
- ix. Prepare necessary reports (MIS etc.) for facilitating review at State Level.
- x. Facilitate planning and successful execution of the training and capacity building at all State/PACS level as advised by Central PMU.
- xi. Undertake all other matters necessary for the successful implementation of the project duly consulting all the stakeholders.

2. Objective of RFP

- 2.1 To select a Project Consulting Agency (PCA) which can provide end to end project management and consultancy services to NABARD for disposing responsibilities of Central & State Project Management Units (PMUs) throughout various stages of project for Computerisation of PACS.
- 2.2 The PCA should have understanding of the vibrant environment of PACS as well Short Term Cooperative Credit Societies (STCCS) in the country in order to manage & oversee the implementation of project for computerisation of PACS at field level with NABARD.

3. Parties in the RFP

The parties in the RFP may be referred as below:

- 3.1 “NABARD”, “Purchaser”, “Buyer” means National Bank for Agriculture and Rural Development (NABARD);
- 3.2 “Bidder” and “Agency” means respondent to the RFP document;
- 3.3 “Service Provider”, “Project Consulting Agency (PCA)”, “Supplier”, “Consulting Agency” means the bidder to whom the contract has been awarded.

4. Scope of the Assignment

The selected bidder shall manage the Centrally Sponsored Project for 'Computerisation of Primary Agricultural Credit Societies' with NABARD's support and in consultation with NABARD. The scope of work/ToR, shall include, but shall not be limited to the following:-

4.1 Operations related Project Consulting Services

- 4.1.1 Prepare RFP documents related to computerization of PACS, assist in resolution of pre-bid queries, incorporation of requisite modifications in the RFP, if any, evaluation, selection, monitoring, developing working mechanisms for various agencies contracted for the purpose of computerization of PACS.
- 4.1.2 To ensure due process of public procurement at every level to ensure compliance to stipulated norms.
- 4.1.3 To assist NABARD in selection of National Level PACS Software Vendor (NLPS), setting up of National Level Data Repository (NLDR), selection of System Integrators (SIs) and any other assignments related to PACS computerization project.
- 4.1.4 To undertake measures for project planning as well as project implementation, for ensuring the sustainability of the project beyond the project period. To advise on roles/ responsibilities that would be incumbent upon the stakeholders after the project period, for which appropriate arrangements shall be made through the project period.
- 4.1.5 To define clear roadmap for computerization of PACS project deliverables and define clear milestones in respect of each of the stakeholders with realistic assessment of timelines, also taking into account inter-dependencies in tasks/ events.
- 4.1.6 To create suitable mechanism for and to provide detailed reports/status on the progress of various milestones of the projects to NABARD from time to time.
- 4.1.7 To monitor, evaluate, review the progress of implementation of PACS computerization and reporting to NABARD as required from time to time.
- 4.1.8 To define clear outcomes, risks & its management strategies and success criteria at each milestone. To consider, advise and assist in controlling/ managing and restoring the project to the planned timelines, in case of slip ups/ delays.
- 4.1.9 To undertake field visits, associate in process studies/ ground survey and prepare study reports based on the outcome to assist smooth implementation of the project. To conduct detailed study of the project requirements, wherever necessary and provide a document relating to the functionalities as required to support the project management, dashboard maintenance, disaster recovery needs, etc.

- 4.1.10 To prepare detailed strategies, reports for timely completion of various milestones of the Project by use of various project management tools such as PERT/Gantt Charts for enabling efficient scheduling, organizing and coordinating of various tasks and subtasks of the project.
- 4.1.11 To coordinate/manage System Integrators (SIs) in the state for constant follow up on status of issues.
- 4.1.12 To continually, through the project, identify all dependencies and linkages (intra- and inter-departments/ agencies/ events) and document them clearly to enable better planning of events.
- 4.1.13 To Liaison with Government of India

4.2 Information Technology related Project Consulting Services

- 4.2.1 To ensure implementation of various aspects of development of National Level PACS Software (NLPS), which may involve but shall not be limited to software development cycle, technical details regarding development and testing environment, development of modules supporting various functionalities of PACS, methods of integration with CBS of DCCBs/ StCBs, interfacing with the existing systems and applications of GoI, State Government, NABARD, RBI, other external agencies, successful completion of pilot testing in states, various aspects of customization for state specific needs, industry best practices and procurement of required hardware wherever necessary.
- 4.2.2 To understand the regulatory environment of cooperatives formulated by various regulatory agencies and to assist NABARD on devising technological solutions while adhering to regulatory norms and mitigating related risks.
- 4.2.3 To prepare an integrated project charter and plan working closely with key stakeholders of the project, covering the change management interventions, Standard Operating Procedures (SOPs), processes, standards, metrics, team etc.
- 4.2.4 To define the process for updating progress of various work streams, milestones subtasks, reporting risks and issues, change requests and deliverable / milestone sign offs.
- 4.2.5 To implement standards of legacy data migration, drafting SOP for System Integrators, NLPSV or other stakeholders on standards of data archiving, data analysis, security and storage.
- 4.2.6 Review all software documents related to the source code, API, customization, user interface, user manual, technical manual, design, process and operating manuals, service mechanisms, policies, and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., prepared by the system implementer.

4.2.7 To ensure System Integration Test (SIT) and User Acceptance Test (UAT) of the software applications on behalf of NABARD, wherever needed, to ensure that all the functionality requested for by NABARD is available and is functioning accurately.

4.2.8 Review and manage all arrangements in connection with escrow account

4.3 **Techno Legal Consultancy services**

4.3.1 To advise on legal aspects of pre-bid studies, bid studies, tender qualifications and limiting liabilities, contract insurances, bonds and sureties.

4.3.2 To advise and review Contracts/ agreements Contract Administration Services Contract Drafting, Review and Risk Analysis & Mitigation measures, Payments mechanisms, Pre-contract and Tender Strategy Evaluation.

4.3.3 To advise on setting up of contract administration management and strategies to preserve contracts, rights of stake holders, compensation and penalties.

4.3.4 To provide services of Documentation & Correspondence in adherence with techno-legal standards such as ownership agreement, license/ third-party transfer agreements, end user agreements etc.

4.3.5 To perform due Diligence Studies pertaining to various laws, rules, regulations and guidelines of CVC/other institutions relating to various aspects of the project.

4.3.6 To identify potential dispute situations in order to advice on mitigation strategies and provisions during agreement stage

4.3.7 To advise on steps to be taken during any unforeseen situation, difficulties, delays and disruptions to ensure project continuity and timely completion.

4.3.8 To manage variations and change Management during project implementation.

4.3.9 To advise on various methods of dispute resolutions as well as Alternate Dispute Resolution (ADR) methods which may involve but are not limited to providing negotiation strategies, formation of mediation forums, adjudication tactics(domestic and international) and litigation management.

4.3.10 Use best-in-class methods to expedite and de-risk the project implementation process.

4.3.11 Foresee risks and gaps to proposed plan, ensure detailed reporting to align stakeholders at all levels, ensure transparency on delivery

4.3.12 To provide value engineering services to optimise functionalities and maximise efficiency wherever possible.

4.4 Human Resources related Project management Services

- 4.4.1 The Project Consulting Agency shall also deploy at least 4 member team of consultants in Nabard, Mumbai (1 Team Leader+ 3 Team members in Mumbai), one team member in Delhi and 30 State level consultants, more than one consultant may be deployed in states where number of PACS is more than 5000. The number of consultants may be increased as per requirement of the project by NABARD for which agency may deploy consultant at the same cost as quoted by the consulting agency in their commercial bid. Full time consultants have to be deployed at respective NABARD offices.
- 4.4.2 The Project Consulting Agency shall provide the services of at least 35 consultants for the project with the following experiences:
- 4.4.3 One team leader with at least 7 years of experience shall be employed at NABARD HO
- 4.4.4 One team member with at least 5 years of experience shall be deployed at NABARD Regional Office, Delhi to liaise with Government of India.
- 4.4.5 Three (03) team members with at least 5 years of experience shall be deployed at NABARD HO
- 4.4.6 Thirty members (30) with at least 3 years of experience shall be working at state level with NABARD ROs project management committees.
- 4.4.7 While one person per state may be deployed as a thumb rule, 3 States with more than 5000 PACS may require 2/3 consultants and for states with less than 500 PACS one consultant may be deployed for group of geographically clustered states as per Annexure-I
- 4.4.8 These consultant will be part of Project Management Units (PMUs) set up by NABARD at Central and State level for Computerisation of PACS and provide the services/solutions for implementation of the project.
- 4.4.9 To be present at State level, through state level consultants for implementation and monitoring of the project and to function as State level support centres.
- 4.4.10 The personnel deployed at State Level shall be point of contact for project related matters (Data/Progress/Status/Issues, etc.) of that particular state. The same will be managed by the central team constituted by consulting firm, who shall be reporting to NABARD, Head Office, Mumbai.
- 4.4.11 To assist in devising mechanisms for ensuring synergies between various stakeholders of the project between various stakeholders such as NABARD, software developers/Service Providers, System Integrators, Cloud Service Providers, Data centre administrators and other functionaries.
- 4.4.12 To be part of and advise any committee/ units that is formed or may be formed by NABARD to implement the project for Computerisation of PACS.

- 4.4.13 Provide management and technical support during and after the implementation of the proposed project, till the period of contract.
- 4.4.14 The training on PACS software shall be provided by NLPSV, however, the consulting firm shall be part of the training programmes including master trainer's programmes conducted by NLPSV or any other agency identified by NABARD so as to impart training at further levels, if needed.
- 4.4.15 Provide handholding and capacity building, wherever required, at all levels including Staff of NABARD/DCCB/StCBs/RCS and other stakeholders and advisory services for implementing project for computerization of PACS scheme.
- 4.4.16 To prepare and make presentations during the project, as and when required by NABARD.
- 4.4.17 Interact with relevant stakeholders to align them with the governance, tools, metrics, and escalation mechanisms.
- 4.4.18 To assist NABARD in ground level monitoring through visits and interaction with grassroots level stakeholders.
- 4.4.19 Preparation of monitoring templates and monitoring of progress made by NLPS and NLDR vendors, System Integrators, monitor agreement/contract adherence and course correct as required.
- 4.4.20 Prepare criticality assessment for each delayed initiative and workout mitigation plans.
- 4.4.21 Analysing the results/database of PACS Computerisation project and suggesting changes required to the solution as agreed through such analysis or making changes directly, as and when told by NABARD.

4.5 Financial Consulting

- 4.5.1 Track budgeted cost versus actual time taken and costs incurred to ensure project is delivered within the budget and timeline.
- 4.5.2 In case there are components where the cost is going over budget, suggest measures/ adjustments for managing the project while maintaining the quality and timeliness of the same.

4.6 Other Consulting

- 4.6.1 To understand various aspects of PACS, working methodologies, process flow etc. in order to advise on business process re-engineering of PACS, standardization of procedures while promoting their uniqueness that is supporting their niche in the rural economy.
- 4.6.2 To devise project-monitoring dashboards, MIS and other tools customized and best suited for the specific needs of the project to enable central PMU to monitor the progress of project at all India level and report readily to GoI as and when asked

- 4.6.3 Customization of Management Information System (MIS) reports arising out of the project management software/other initiatives taken under PACS computerization projects, as required by NABARD in the desired formats, for facilitating review at State level and Central level.
- 4.6.4 Assist in analysing the MIS or other reports arising from the NLPS at various stages so as to facilitate NABARD in assessing the quality / utility of the NLPS and suggest measures for course correction/ refinements where needed.
- 4.6.5 Creation of system-based project issues/risk logs.
- 4.6.6 Highlight roadblocks and challenges and work with stakeholders to develop solutions in a time bound manner.
- 4.6.7 Define clear escalation matrices across activities basis ownership; ensure resolution of critical issues in minimum possible time. To determine approach for handing over on-going responsibilities – Transition Roadmap.
- 4.6.8 However, no outsourcing/subcontracting is allowed for any part of the project including deployment of human resource. Besides aforementioned scope, NABARD may consider seeking support services from the identified vendor for other present and future IT sector interventions related to co-operatives to be taken up by NABARD. Such services however, they shall be considered as change requests.
- 4.6.9 NABARD reserves the right to change scope of work at any point of time, if required during the finalization of bid process. Any changes in scope of work, if required, after finalization/placement of order will be done on mutual cooperation basis.

5 Eligibility Criteria for Agency

The bidder has to fulfil each of the following conditions to be selected as Project Consulting Agency for the project:

S.No	Criteria	Documents to be submitted
1	The bidder must be a company registered or incorporated in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as on RFP issuance date, registered with the GSTN and should have been in the business of providing of Consultancy Services including technical consultancy for a period of at least 5 years as on date of RFP	Copy of: • Incorporation / Registered Partnership Deed • PAN • TAN • GSTIN • Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association

S.No	Criteria	Documents to be submitted
2	The bidder should have minimum turnover of Rs.100 crores (up to 10% relaxation for eligible start-ups) during the last Five financial years in India	CA Certified documentary proof satisfying the criteria should be Submitted.
3	The bidder should have positive operating Profit (as EBITDA i.e., Earnings before Depreciation, Interest, Tax & Amortization) in any of the three financial years in last 5 years.	Copy of the audited financials of the company showing the same should be submitted. <i>In case the audited financials for the year 2021-22 are not available, CA Certificate certifying positive EBDITA/ Turnover/ Net Worth should be submitted</i>
4	The bidder should have adequate staff strength of at least 100 full-time Consultants / professionals on Payroll with expertise in BFSI related IT Project Management, IT Procurement and Techno Legal aspects of projects on its payroll.	Self-declaration to this effect on the company's letter head with details of full –time consultants.
5	Non-Blacklisted: The bidder should not have been blacklisted by any Bank, Financial Institution, State Government and Government of India Vendor Black List earlier.	A Self-Declaration to be furnished by the Bidder on the Company's letter head as per format provided in Annexure-X.
6	Non-debarment: The bidder should not have been debarred from bidding in any previous bidding.	Non-debarment undertaking shall be furnished on the letterhead of the bidder.

Note:

1. The bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the bid summarily. These criteria are mandatory. Only those who fulfil all the eligibility criteria will qualify for further evaluation. NABARD reserves the right to verify / evaluate the claims made by the Bidder independently.
2. Start-ups claiming exemption shall submit relevant certifications for Department for Promotion of Industry and Internal Trade (DPIIT)
3. For all Government agencies/institutions, all CVC and other regulatory norms shall be adhered to.

6 Submission of Proposals

The bidder shall submit **two** separate proposals for the work – (a) Technical Proposal/bid (Annexure-VI), and (b) Commercial (Financial) Proposal/Bid (Annexure-VIII). Both the proposals have to be submitted as under:

Sl. No.	Events	Date	Time
i.	Last date for submitting queries for pre-bid meeting	21 September 2022	23.59 hrs.
ii.	Pre-Bid meeting (Through MS Teams)	28 September 2022	11.00 hrs.
iii.	Last date for submission of bids	21 October 2022.	11:00 hrs.
iv.	Date & Time of Opening of Technical Bid/Proposal	28 October 2022	11.00 hrs.
v.	Date and time of opening of Commercial (Financial) Proposals/Bids	Shall be uploaded on NABARD's website.	
vi.	Address for Communication	Chief General Manager IDD, 5 th Floor, E Wing National Bank for Agriculture & Rural Development C-24, G Block, Bandra Kurla Complex , Bandra (E), Mumbai - 400 051 Email: pacs.comp@nabard.org	
vii.	Bid Validity	90 days from the last date of bid submission	
viii.	Earnest Money Deposit	₹ 50,00,000/- (Rupees fifty Lakh only)	
ix.	Independent External Monitor	Shri P K Sangewar, IRSS (Retd.) H No. 12-5-65/1, Flat No.109 Shri Harsha Sethuram Unique, Vijayapuri Colony, South Lalaguda Secunderabad - 500017 Telangana Email: sangewarer@gmail.com	

7 How to Apply

- 7.1 Eligible bidders can apply online at <https://nabard.eproc.in> from **07 September 2022 to 21 October 2022**. No other mode of submission of proposals shall be accepted. Please note that proposals submitted through hardcopy, fax or e-mail shall be rejected.
- 7.2 This e-tender is being facilitated by C1 India on behalf of NABARD. Contact Details for online e-tendering support are given below:

Sl. No.	Name of the Person	Email	Contact Number
Primary Contact			
1.	Fairlin Jivin	fairlin.jivin@c1india.com	+91-124-4302000 Ext 112
Secondary Contact			
2.	Sachin Toraskar	sachin.toraskar@c1india.com	+91-124-4302000 Ext 200
3	Ujwala Shimpi	ujwala.shimpi@c1india.com	+91-124-4302000 Ext 112

8 The process of e-tendering involves the following steps:

8.1 Registration

- 8.1.1 The process involves Agency /bidder's registration with C1 India's e-procurement portal (<https://nabard.eproc.in>), which is free of cost. Only after registration, the Agencies/bidders can submit their proposals/bids electronically. Electronic Bidding for submission of Technical Proposal as well as Financial Proposal will be submitted over the internet.
- 8.1.2 Agencies/Bidders should have a valid **Digital Signature Class 3 & above** Combo Pack (Signing & Encryption copy) to register on the website. Bids will not be recorded without Digital Signature.
- 8.1.3 Agencies/Bidders shall authorise a nodal person to submit the bid documents, to participate in tender, to act as representative of the supplier, as authorised point of contact, responsible for taking decisions and to sign the contract on behalf of their organisation with a letter of Authorisation as per Annexure- IV.
- 8.1.4 Agencies/ Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. C1 India is not responsible for making any such arrangement.

8.2 System Requirement are as follows:

Hardware Required

Minimum Hardware Requirements

- Pentium IV and Above
- Minimum 4 GB RAM
- An available USB port (If Certificate is in USB-Token)
- User has to install USB-Token drivers into computer system before usage of application
- If USB-Token driver is not installed before usage of application user cannot use his certificate for application
- Reliable Internet Connectivity.

Other Requirements

- **Operating System:** Windows 7, vista, Windows 8, etc.
- **Java Component:**-Go to Control panel>Add/Remove Programs/ Programs and features
- Check whether Java Runtime Environment is installed on your machine or not. (Only Single Java should be installed on the Machine)
- Java Runtime Environment (Latest Java Download from www.java.com Offline mode)

- 8.3 Browser settings: The bidders may also require certain browser settings, the details of which are available on the link <https://nabard.eproc.in>.
- 8.4 Uploading of supporting documents: Bidders are instructed to use 'Attach Documents' link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 20 MB. For further assistance, please follow instructions of bidder guide.
- 8.5 Valid Email id: Notices and correspondence to the bidder (s) shall be sent by e-mail only during the process till finalization of tender by NABARD. Hence, the bidders are required to ensure that their corporate e-mail id provided is valid and updated at the stage of registration of bidder.
- 8.6 Corrigendum: Bidders are requested to visit the website regularly before the last date of tender submission to ensure that they have not missed any corrigendum uploaded against the said tender. The responsibility of downloading the related corrigenda, if any, will be that of the Bidders/Agencies.

- 8.7 No separate intimation in respect of corrigendum (if any) to this document will be sent to tenderer (s) in this regard.
- 8.8 Last Date for e-tender: e-tender cannot be accessed after **the due date (21 October 2022)** mentioned in this document.

9 Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, presentation, visits etc. and providing any additional information required by NABARD, will be borne entirely and exclusively by the Respondent.

10 No Legal Relationship

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

11 Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

12 Errors and Omissions

Each Recipient should notify NABARD of any error, omission, or discrepancy found in this RFP document.

13 Acceptance of Terms

A recipient will, by responding to NABARD for RFP, be deemed to have accepted the terms of this RFP including Introduction, Disclaimer, Schedules and Annexures to this RFP.

14 Bidding through e-tender

- 14.1 The process involves electronic submission of information for Technical Proposal/Bid as well as Commercial Proposal/Bid. The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. If this application is not run, then the bidder will not be able to save/submit his bid. This exercise has to be done twice immediately after clicking on the Technical Proposal. After filling the Technical Proposal, the bidder should click 'save' for recording their Technical Proposal. Once the same is done, the Financial (Commercial Proposal) Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their financial bid. Once Technical Bid & Financial Bid have been saved, the bidder can click on the "Submit" button to register their bid. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

NOTE: - The Technical Bid & Financial Bid cannot be revised once the Final Submission button has been clicked by the bidder. The bidder should ensure uploading of 'Pre-bid Integrity Pact' (as per Annexure-XV) before the final submission, failing which the proposals/bids shall be summarily rejected.

15 Public Procurement Policy on Micro and Small Enterprises (MSEs)

- 15.1 NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
- 15.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- 15.3 Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- 15.4 Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- 15.5 The bidder to note that, in the current RFP splitting of order is not applicable.
- 15.6 NABARD shall be governed by the Public Procurement (Preference to Make In India) Order, 2017 – Revision dated 04 June 2020 issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce, Government of India. Any claim of preference under the above order shall be considered subject to submission/examination of all necessary documents as envisaged under the Order.
- 15.7 The Rule 170(i) and Rule 173 (i) of the GFR-2017 read with OM no. F/20/2/2-014-PPD (Pt) dated 25 July 2017 provides for EMD exemptions and certain relaxations from prior experience and prior turnover respectively for DPIIT recognised start-ups subject to meeting of quality and technical specifications. Such start-ups may submit DPIIT recognition certificate for claiming exemptions.

16. Deliverables and Responsibility

(This to be read with the scope of the Assignment clause no. 4 of this document)

- 16.1 The consulting agency shall be responsible for managing Project for computerisation of PACS and to act as external technical consultant in Project Management Units (PMUs) set up by NABARD for Computerisation of PACS at Central and State Level as per the scope of work defined at Clause No.4

- 16.2 The consulting agency should deliver all the responsibilities expected from PMU, detailed in section 1.10.
- 16.3 The consulting agency should deliver each assignment given as per the schedule to be decided by NABARD.
- 16.4 The consulting agency shall submit monthly work done report (soft copy) in the format to be prescribed by NABARD after the award of contract.
- 16.5 The consulting agency may keep the payment schedule and the physical progress envisaged as part of their technical bid in mind for planning the flow of deliverables.
- 16.6 The consulting agency shall also submit the output report of the work done in specified format (soft copy) for further use by NABARD.

17 Timeframe

The timeframe for engagement with the agency will be for the period **of five years from the date of contract**, or co-terminus with the centrally sponsored scheme for computerisation of PACS to be renewed every year based on satisfactory performance, as decided by NABARD.

The selected agency shall deploy Central PMU Team at NABARD HO after signing of agreement, and deployment of state level consultant will be done within two months of signing of agreement in consultation with NABARD. The payment related to consultants at state level will begin after their deployment.

18 Pre-bid Integrity Pact

- 18.1 As per the Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors/bidders and the service recipient (i.e., NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the service recipient and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in Annexure- XV.

- 18.2 Integrity Pact is to be executed on non-judicial stamp paper of Rs.200/- as per format given, duly signed and stamped by the bidder. Non-submission of 'Pre-bid Integrity Pact' shall disqualify the prospective bidder at the initial stage and their Technical/Financial bids shall not be evaluated. The IP also envisages appointment of Independent External Monitor (IEMs), persons having high integrity and reputations, who will examine any complaint received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities.

19 Earnest Money Deposit (EMD)

- 19.1 The bidder shall furnish earnest money deposit of ₹ 50,00,000/- (Rupees fifty Lakh only) except exempt categories as at Clause 10), through:

Remittance to NABARD Account, details of which are as under:

NAME OF ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFS CODE	NBRD00000002
ACCOUNT NUMBER	NABADMN07

The UTR No for this transaction has to be indicated in the Bid Document.

-- OR --

- 19.2 EMD Bid Security from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of Bid and strictly in the format as prescribed in Annexure – XII.
- 19.3 No interest will be payable on EMD under any circumstances
- 19.4 The Bank Guarantee for EMD should be placed in the Technical Bid envelope.
- 19.5 Submission of EMD in other than Technical Bid cover is entirely at the risk of the bidder and in all such cases the bid is liable to be rejected on grounds of non-submission of EMD.
- 19.6 The technical bid will be evaluated only for those bidders who submit EMD in the same cover.
- 19.7 The EMD of the Bidders not qualified under Technical Bid will be returned within 15 days after opening the Commercial Bid of the technically qualified bidders. The EMD of other bidders will be returned upon the selected bidder signing the contract.
- 19.8 The EMD may be forfeited or the Bank Guarantee may be invoked if:
- Bidder withdraws its bid during the period of bid validity specified in the RFP; OR

- Bidder having been notified of acceptance of his bid by NABARD during the period of bid validity;
 - Fails or refuses to execute the agreement if required; or
 - Fails or refuses to furnish the performance security, in accordance with the conditions of contract executed
- 19.9 The EMD submitted will be returned as it is, to all unsuccessful bidders within thirty (30) days of the selection of the successful agency. NABARD will return the EMD to the successful bidder/agency to whom Letter of Acceptance is issued, once it furnishes the performance security in accordance with provision of the RFP and Letter of Acceptance. All Agencies are required to scan & upload a copy of Bank Account details (cancelled cheque) and PAN card, along with the Technical Proposal/Bid (Annexure- VI) to facilitate the return of EMD amount.
- 19.10 EMD of a tenderer shall be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money shall be forfeited, if it fails to furnish the required performance security within the specified period.

20 Compliance Statement

- 20.1 The bidder shall certify the compliance or deviation of all clauses, terms, conditions, and specifications stipulated in the RFP.
- 20.2 Non submission of duly filled and signed Compliance Statement as per Annexure-IX will make the bid liable for rejection.

21 Evaluation Methodology

The evaluation will be conducted in the following stages:

- 21.1 Technical Bid Evaluation (including eligibility evaluation), Technical bids to be submitted by bidder as per Annexure- VI
- 21.2 Commercial Bid Evaluation, Commercial bid to be submitted by bidder as per Annexure- VIII
- 21.3 **Final Weighted Evaluation i.e. Techno – Commercial (Technical 80% and Commercial 20%)**
- 21.4 Prior to evaluating the proposals, NABARD will determine whether each proposal is responsive to the requirements of the RFP. A proposal shall be considered responsive only if:
- i. it is received in the specified format;
 - ii. it is received by the due date including any extension thereof;
 - iii. it contains all the information, including supporting documents (complete in all respects) as requested in the RFP;
 - iv. it must be absolute and shall not contain any condition or qualification.

- 21.5 NABARD reserves the right to reject any proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by NABARD in respect of such proposals.
- 21.6 The opening of Technical Proposal, and Financial Proposals (only for shortlisted agencies) shall be done in presence of senior officers of Institutional Development Department (IDD), NABARD. NABARD shall not entertain any query or clarification from agencies, who fail to qualify at any stage of selection process.
- 21.7 NABARD retains the right to modify the criteria or weights based on the views of the Evaluation Committee. Further, NABARD may seek any additional information/documents from the agencies at any time before the selection of the agency. Failure to provide the additional information sought by NABARD within the stipulated time limit may lead to the rejection of the agencies.
- 21.8 In case, it is found during the evaluation or at any time before issue of Work Order (WO) that one or more of the eligibility conditions have not been met by the agency or the team has made material misrepresentation or has given any materially incorrect or false information, the agency shall be disqualified forthwith if not yet awarded the assignment. If the agency has already been issued the WO, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NABARD without it being liable in any manner whatsoever to the agency.
- 21.9 NABARD reserves the right to verify all statements, information, and documents, submitted by the agency in response to the RFP, at any stage of the selection process. Failure of NABARD to undertake such verification shall not relieve the agency of its obligations or liabilities hereunder nor will it affect any rights of NABARD thereunder.

22 Objectives of the Evaluation Methodology

- 22.1 The objective of the evaluation process is to evaluate the bids to select a capable and best-fit bidder at a competitive price. The evaluation by NABARD will be undertaken by its Evaluation Committee (TEC) (internal as well as external experts). The decision of the Committee shall be considered final.
- 22.2 The 'Technical Bid' will contain the exhaustive and comprehensive technical details whereas the 'Commercial Bid' will contain the pricing information. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.
- 22.3 In the first stage, only the 'Technical Bids' will be opened and evaluated. All eligible technical bids will be evaluated, and a technical score would be arrived at. The bidder scoring more than 80 per cent of the technical score will be qualified for commercial bid opening.

- 22.4 In the second stage, the Commercial Bids of only those bidders shall be evaluated who have qualified in the technical evaluation. The remaining commercial bids, if any, shall not be opened. Financial Proposal will be kept sealed/closed for opening at a later date.
- 22.5 Final weighted evaluation score will be calculated in the ratio of Technical 80% and Commercial 20%.
- 22.6 NABARD may call for any clarifications/additional required, if any, on the bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional sought by the NABARD are not submitted within the specified date and time.

23 Technical Bid Evaluation Process

S.N	Evaluation criteria	Scoring	Evidence	Maximum marks
Previous Experience (Project Handled)				30
a	Project Management Consulting / implementation Experience in similar IT based projects with GoI/ State govt.(s) with minimum duration of 6 months in last 5 years with minimum 1 crore assignment value	Bidders will be awarded marks as under: (i) Minimum 1 and Upto 2 Projects (5 marks) (ii) 3 Projects (10 marks) (iii) More than 3 Projects (15 marks)	Work order +Completion Certificates from the client; OR Work Order + Phase Completion Certificate (for ongoing projects) from client	15
b	Project Management Consultancy / implementation Experience in projects related to IT solution/CBS/	Bidders will be awarded marks as under: (i) 1 Project (5 marks)	Work order+ Completion Certificates from the client; OR	15

	ERP/Computerization in PSUs/BFSI sector with minimum duration of 6 months in last 5 years with minimum 1 crore assignment value	(ii) 2 Projects (10 Marks) (iii) More than 2 Projects (15 marks) Additional Marks: Previous/Ongoing Contract for similar IT Project of Cooperatives/Credit Societies/Cooperative banking sector in last 5 years- 5 marks	Work Order + Self Certificate of Completion (by Authorized Signatory) OR Work Order + Phase Completion Certificate (for ongoing projects) from client	
2. Resourcing				40
a	Full-time Consultants on Payroll with expertise in IT Project Management, IT Procurement and Techno Legal aspects of projects in BFSI sector	100 to 150 : 5 Marks more than 150 : 10 marks Additional Marks More than 5% PMP Certified Full-time consultants- additional 05 marks	Self-certification by duly authorized signatory of the Company to be furnished giving required details on letter head of company.	10
b	Central PMU Team Leader(Experience)	Experience of handling similar projects <u>10</u> < years (10 Marks) Minimum 7 years and Up to 10 years (8 Marks) Additional Marks PMP certified: 5 marks	CV/Self-certification by duly authorized signatory of the Company to be furnished giving required details on letter head of company along with No. of project handled by Team Leader.	10

C	Central PMU Team member (Experience)	Experience of working in similar projects More than 7 years (10 Marks) Minimum 5 and Up to 7 years (8 Marks)	Self-certification/ CV by duly authorized signatory of the Company to be furnished giving required details on letter head of company along with No. of projects in which team members have worked	10 (Final marks will be given by taking average of all individual marks)
d	State level PMU Team	Experience of working in similar projects More than 5 years (10 Marks) Minimum 3 and Up to 5 years (8 Marks)	Self-certification/CV by duly authorized signatory of the Company to be furnished giving required details on letter head of company along with No. of projects in which team members have worked.	10 (Final marks will be given by taking average of all individual marks)
3. Methodology				30
a	Understanding of the Scope of the work, Technical Approach, methodology, Work Plan, infrastructure and technical capability and competency to deliver services as per terms of reference of RFP.	As per Evaluation Committee (Qualifying bidders will be called for the presentation before Evaluation committee of NABARD)	Write up as per Annexure-VI Point number 4 and 5	30
Maximum marks				100

Note:

1. Similar projects means those projects which are similar to the scope of work, as defined in the section no. 4 of the RFP.
2. When deemed necessary, NABARD may seek clarifications on relevant aspects from the bidder. However, that would not entitle the bidder to change or cause any change
3. The bidder may submit summary of their profile as per Annexure- V
4. The scoring methodology for technical bid components is explained in the following paragraphs
5. Scores for the above individual parameters shall be added to determine the total marks of the bidders. The bidder with the highest technical score shall be ranked as T₁.
6. To proceed to the next round, bidders will need to score a minimum of 80 marks in the Technical Bid Evaluation.
7. Technical score will be arrived at treating the marks of the bidder scoring the highest marks (T₁) in technical evaluation as 100. Technical score for other bidders will be computed using the formula, **St = Marks of bidder / Marks of highest scorer T₁ * 100**
8. If less than 3 bidders qualify as per above criteria ($RS_{Tech} \geq 80$), NABARD reserves the right to short list maximum top 3 bidders subject to $RS_{Tech} \geq 50$.
9. Qualifying bidders will be called for the presentation before Evaluation Committee of NABARD.

24 Financial Bid Evaluation Process

- 24.1 The proposal with the lowest financial bid will be given the maximum score of 100 points. The formula for calculating the financial scores is **$S_f = 100 * F_m / F$**
Where S_f = Financial Score

F_m = Lowest Price

F = Price of the bid under consideration.

24.2 Final Selection

The weights to be given to Technical and Financial Bids are:

- Technical T = 80%
- Financial F = 20%

- 24.3 The combined score (S) will be calculated as follows

$$F = 80 * S_t + 20 * S_f$$

- 24.4 The bidder whose combined score is the highest will be referred to as 'H₁'. The selected bidder having the highest combined score in the aforesaid manner, shall be treated as the first ranked agency. NABARD may also maintain a reserve list of bidders, which may be used in case the first ranked agency withdraws or fails to comply with the requirements as the case may be.

- 24.5 In case of a tie in the final combined technical and financial score, the Bidder with higher technical score will be invited for negotiation and selection first. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the successful Bidder.
- 24.6 The successful bidder shall execute a Contract on award of the tender. A draft copy of Contract to be executed by the successful bidder is given in Annexure-XIII. The final copy of the SLA will be sent to the successful bidder after award of contract.

25 Performance Security

- 25.1 Within fifteen (15) days after the issue of work order by NABARD, the tenderer, shall furnish performance security to NABARD for an amount equal to two percent (2%) of the total value of the contract. This security shall remain valid up to sixty (60) days after the date of completion of all contractual obligations by the tenderer. The Performance Security shall be in the form of Bank Guarantee issued by a Scheduled Commercial bank in India, in the prescribed form as provided in Annexure- XIV of this document.

26 Penalty and Liquidated Damages for error/variation:

- 26.1 Time is essence of the contract and NABARD expects the agency to complete the project as per the agreed implementation plan. The NABARD reserves the right to cancel the Work Order at any time by assigning appropriate reasons and recover expenditure incurred by the NABARD in addition to recovery of liquidated damages (LD) in terms of the contract, in the event of one or more of the following conditions:
- 26.1.1 Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by the NABARD in the Work order.
- 26.1.2 Serious discrepancies noted in the inspection.
- 26.1.3 Breaches in the terms and conditions of the Order;
- 26.2 NABARD shall without prejudice to its other rights and remedies under and in accordance with the terms of RFP levy liquidated damages from payments due to the Vendor. Inability of the vendor to provide requirements as per scope or to meet the timelines as specified would attract liquidated damages. NABARD shall be entitled to invoke guarantees furnished by the Bidder to the extent of the liquidated damages applicable.

- 26.3 LD for delay in the Service(s) rendered for each week of delay beyond the scheduled date or part thereof will be a sum equivalent to 1% (One Percent) of total project cost for delay of one month or part thereof each time, subject to maximum of 5 % (five percent) of the total consideration. In case of delay beyond a period of 15 days after attaining the maximum penalty of 5% of total project cost during implementation, NABARD may consider termination of the contract or work order. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Vendor.
- 26.4 NABARD reserves the right to recover the liquidated damages from any payment to be made under this Contract 'Consulting Agency for Computerisation of PACS Project. The liquidation damages represent a genuine pre-estimate of the loss or damage that NABARD may suffer due to delay of breach in performance of the obligations by the Bidder. It may be further clarified that:
- 26.4.1 NABARD has the right to enforce liquidated damages by way of set off.
- 26.4.2 Overall liability will be calculated as per applicable laws.
- 26.4.3 NABARD cannot take the responsibility of establishing the reasons for delay, unless delay is attributable to force majeure event, which is provided for under the RFP.
- 26.5 If the project consulting agency fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the NABARD as compensation and NABARD can invoke the said Performance Bank Guarantee.
- 26.6 If any amendment is made to the contract, the contracting agency shall, within twenty-one (21) days of communication of such amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 26.7 NABARD shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Agreement or for recovery of liquidated damages. Subject to the above sub-clauses, NABARD shall release the Performance Security without any interest to the agency on completion of the agency's all contractual obligations.

27 General Terms and Conditions

27.1 Use of Contract Documents and Information

27.1.1 The Project Consulting Agency shall not, without the NABARD's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the NABARD in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

27.1.2 The Project Consulting Agency will treat as confidential all data and information about NABARD, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the NABARD.

27.2 Subcontracts

27.2.1 As per scope of the RFP, the subcontracting is explicitly prohibited. However, if the Project Consulting Agency later considers subcontracting for certain reasons, the Bidder must obtain written permission from NABARD before contracting any work to subcontractors. NABARD at its own discretion may permit or deny the same. The Project Consulting Agency should then provide subcontracting details to NABARD and if required, NABARD may evaluate the same.

27.2.2 In case if subcontracting is later permitted at any time, the contracting vendor is responsible for all the services provided to NABARD regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and NABARD can obtain independent audit report for the same.

27.3 Governing language

27.3.1 The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

27.3.2 The technical documentation involving detailed instruction for monitoring, manual etc. is to be delivered with every services provided. The language of the documentation should be English.

27.4 Applicable laws

The Contract shall be interpreted in accordance with the laws prevalent in India.

27.5 Compliance with all applicable laws

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

27.6 Compliance in obtaining approvals/ permissions/ licenses

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

27.7 Information Security

The Project Consulting Agency will provide an undertaking to comply with the provisions of the Information Security Policy of NABARD. The same will be provided to the successful bidder.

27.8 Taken / Brought over of Company

Subsequent to the order being placed with NABARD, in the event of bidder being taken/ brought over by another company, all the obligations and execution of responsibilities under the agreement with NABARD should be passed on for compliance by the new company in the negotiation for their transfer.

27.9 No Employer – Employee Relationship

The selected bidder or any of its holding/ subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any

employer-employee relationship with the NABARD or any of its employees / officers / staff / representatives / personnel / agents.

27.10 Business Continuity

The Project Consulting Agency agrees for the following continuity arrangements to ensure the business continuity of the NABARD:

27.10.1 In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the bidder shall render all reasonable assistance and help to the NABARD and to any new service provider engaged by the NABARD, for the smooth switch over and continuity of the services.

27.10.2 In the event of failure of the bidder to render the service, without prejudice to any other right the NABARD shall have as per this agreement, NABARD at its sole discretion may make alternate arrangements for getting the services from any other source. And if NABARD gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any, incurred by NABARD in availing such services from the alternative source.

27.11 Substitution of consultant or key personnel

No substitution of the Consultants or the key personnel shall be made without the written consent of NABARD. In case where consultant is not able to perform their duty to the satisfaction of NABARD, suitable replacement shall be provided at the same cost previously agreed by the agency.

27.12 Patent Rights

27.12.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India or abroad, the vendor shall act expeditiously to extinguish such claim. If the Supplier fails to comply and NABARD is required to pay compensation to a third party resulting from such infringement, the vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. NABARD will give notice to the vendor of such claim, if it is made, without delay.

27.12.2 NABARD will give notice to the vendor of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

27.13 Right to Alter Quantities

NABARD reserves the right to alter the requirement specified in the RFP. NABARD also reserves the right to delete one or more items from scope of work specified in the RFP.

27.14 No Commitment to Accept Lowest or Any Offer

- 27.14.1 NABARD reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 27.14.2 NABARD will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 27.14.3 The bids received and accepted will be evaluated by NABARD to ascertain the best and lowest bid in the interest of NABARD. However, NABARD does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. NABARD reserves the right to re-tender.
- 27.14.4 However, NABARD on specific request of the bidder in writing, may furnish the reasons for rejecting the bid/tender.

27.15 Corrupt and fraudulent practice

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RFP and subsequent contract(s). In this context, the bidders to note the following:

- 27.15.1 “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- 27.15.2 “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of NABARD and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive NABARD of the benefits of free and open competition
- 27.15.3 “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- 27.15.4 “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by NABARD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 27.15.5 “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process
- 27.15.6 NABARD reserves the right to declare a bidder ineligible for a period of three years to be awarded a contract, if at any time it determines that the

bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

27.16 Waiver

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

27.17 Violation of terms

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

27.18 Confidentiality

- 27.18.1 The vendor will be exposed by virtue of the contracted activities of internal business information of NABARD, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, or legal action against the vendors for breach of trust.
- 27.18.2 In case the selected vendor acts in extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RFP and subsequent work order.
- 27.18.3 The vendor shall not, without the written consent of NABARD, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of NABARD in connection therewith, to any person(s).
- 27.18.4 The vendor shall not, without the prior written consent of NABARD, make use of any document or information except for purposes of performing this agreement.

- 27.18.5 The selected vendor shall submit a Non-Disclosure Agreement as per Annexure –XI.
- 27.18.6 Any information provided by NABARD in terms of this contract shall also be deemed to be ‘Confidential Information’ and cannot be disclosed by Service Provider without written consent of NABARD.
- 27.19 Service Provider shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of NABARD’s information and data in its possession and to prevent unauthorized access thereto or use thereof.

27.20 Limitation of Liability

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

27.20.1 IP Infringement indemnity

27.20.2 Bodily injury (including Death) and damage to real property and tangible property caused by vendor's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the work orders placed by NABARD on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ work order.

27.21 Privacy and Security Safeguards

The bidder shall not publish or disclose in any manner, without the NABARD's prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any NABARD's location. The bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the bank (removed for repair, replaced or upgraded) are cleared of all Bank data and software. The bidder shall also ensure that all subcontractors (if permitted in contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the NABARD's prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any NABARD's location.

27.22 Audit

The vendor shall allow NABARD, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services. In case any of the services are further outsourced/assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.

27.23 Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

27.24 Right of Publicity

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

27.25 Indemnity

- 27.25.1 The bidder assumes responsibility for and shall indemnify and keep NABARD harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidders obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect NABARD during the tenure of work order.
- 27.25.2 Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.
- 27.25.3 In the event of any third party raising claim or bringing action against NABARD including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist NABARD in defending at the bidders cost against such third party's claim and / or actions and against any law suits of any kind initiated against NABARD.

27.26 Change in the Constitution of Service Provider

If the service provider undergo a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be transferred to the new entity and such an act shall not affect the rights and obligations under this contract.

27.27 Notices

Any notice or other information required or authorized shall be in writing, in English language, to be delivered by hand, email, courier or registered post. In case of post or courier, any notice shall be deemed to have been given on the seventh day after the envelope containing the notice was posted. The proof that the notice was properly addressed and is not returned to the sender shall be sufficient evidence that the notice or information has been duly given. Either party may change its address, telephone number or email id for notification purposes by giving the other party Seven (7) days' notice of new address, telephone number or email id and date upon which it will become effective.

27.28 “Force Majeure”

- 27.28.1 Force Majeure means occurrence of one or more of the events which are beyond the reasonable control of the Parties despite having exercised all reasonable care and due diligence, and which are unforeseen, unavoidable and which arise after the Effective Date and which prevent total or partial performance of this Agreement by either Party. Such events shall include war, armed conflict, act of a foreign enemy, civil war, riot, terrorism or any act of civil disobedience; compliance with any rule, regulation or governmental order, act of God, plague, epidemic, natural disaster/calamity and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;
- 27.28.2 No Party shall be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent the default or delay is caused, directly or indirectly, by Force Majeure and provided that the non-performing Party could not have been prevented such default or delay.
- 27.28.3 The affected Party shall provide notice of non-performance due to Force Majeure to the other Party within 24 hours after the start of such non-performance (or, if providing notice within such time frame is not commercially practicable due to Force Majeure, then as soon as possible thereafter) and such non-performance will be excused for the period such Force Majeure Event causes such non-performance; provided that if NABARD determines it is commercially or technically infeasible to cure the Force Majeure and so notifies the Service Provider, then NABARD may terminate this Agreement, immediately upon delivery of notice of termination to the Service Provider.

27.29 Dispute Resolution

- 27.29.1 It will be the NABARD's endeavour to resolve amicably any disputes or differences that may arise between NABARD and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- 27.29.2 If any dispute, difference, or question shall at any time arise between the parties regarding the execution of this project or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder on which the decisions of NABARD is final and binding, the same shall be referred to arbitration and a final decision after giving at-least 30 days notice in writing to the other (hereinafter referred to as the Notice for Arbitration) clearly setting out disputes to a sole arbitrator who shall be appointed as hereinafter provided.
- 27.29.3 For the purpose of appointing the sole arbitrator referred to above, the Bank shall send to Consultant within 30 days of the notice of arbitration a panel of three names of persons who shall be presently unconnected with this organization of the Bank or the Consultants.
- 27.29.4 The Consultant shall on receipt of the names as aforesaid select any of the persons so named to be appointed as the sole arbitrator and communicate the same to the Bank within 15 days of receipt of the names. The Bank shall thereupon without any delay appoint the said person as the sole arbitrator. If the consultant fail to communicate such selections as provided above within the period specified, the Bank shall make the selection and appoint the sole arbitrator from the panel notified to the Consultant.
- 27.29.5 If the employer fails to send to the Consultant the panel of three names as aforesaid within the period specified, the Consultant shall send to the Bank a panel of three names of persons who shall be unconnected with either party. The Bank shall on receipt of the names as aforesaid select any one of the person and appoint him as the sole arbitrator. If the Bank fails to select the person and appoint him as the sole arbitrator within 30 days of the panel and inform the Consultant accordingly, the Consultant shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the Bank.
- 27.29.6 If the arbitrator so appointed is unable or unwilling to act or refuse his appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.

- 27.29.7 The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 as in force from time to time. The award of the arbitrator shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the arbitration, the arbitrator shall give a separate award in respect of reference and the award shall be a reasoned award.
- 27.29.8 The fees, if any, of the arbitrator shall if required to be paid before the award is made and published be paid in equal proportion by each of the parties. The cost of the arbitration including the fees, if any, of the arbitrator shall be directed to be borne and paid by such party or parties the dispute in such manner or proportion as may be directed by the arbitrator in the award.
- 27.29.9 The bank and the consultants also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.
- 27.29.10 The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 27.29.11 Arbitration proceedings 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 English;
- 27.29.12 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 27.29.13 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 27.29.14 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

For the purpose of all notices, the following shall be the current address:

**The Chief General Manager
National Bank for Agriculture and Rural Development
Institutional Development Department
5th Floor, C-24, 'G' Block,
Bandra Kurla Complex
Bandra (East), Mumbai 400 051**

27.30 Other Clauses

- 27.30.1 NABARD has the sole ownership of and the right to use, all data that may be in possession of the vendor or its representative in the course of performing the services under the agreement that may be entered into. All documents, reports, information, data etc. collected and prepared by vendor in connection with the Scope of Work submitted to NABARD will be property of the Bank. The vendor shall not be entitled either directly or indirectly to make use of the documents, reports given by NABARD for carrying out of any services with any third parties. Vendor shall not without the prior written consent of NABARD be entitled to publish studies or description article with or without illustrations or data in respect of or in connection with the performance of services.
- 27.30.2 No provision of the RFP is intended to, or shall, confer any right on a third-party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.
- 27.30.3 The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc., in connection with delivery of products/services at site including incidental services and commissioning.
- 27.30.4 The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond (Annexure-XVI) in favour of the NABARD in this regard.
- 27.30.5 Providing clarifications / particulars / documents, etc., to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.
- 27.30.6 Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall affect such deductions from the payment due to the vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India on Income and Profits made by the vendor in respect of this contract.

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

28 Right to reject any or all Proposals

- 28.1.1 Notwithstanding anything contained in this RFP, NABARD reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time till the final award of work, without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. NABARD's decision in this regard is final.
- 28.2 Further, NABARD reserves the right to reject any proposal if:
- a) At any time, a material misrepresentation is made or discovered; or,
 - b) The agency does not provide, within the time specified by NABARD, the supplemental information sought by NABARD for evaluation of the proposal.
 - c) In case it is found during the evaluation or at any time before issue of Letter of Acceptance (LOA) that one or more of the eligibility conditions have not been met by the agency or the team has made material misrepresentation or has given any materially incorrect or false information, the agency shall be disqualified forthwith if not yet appointed as the agency. If the agency has already been issued the Letter of Acceptance the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NABARD without it being liable in any manner whatsoever to the Agency.

29 Special Terms and Conditions

29.1 Duration of Contract

- 29.1.1 NABARD will enter into contract initially for a period of 5 years or co-terminus with the central sponsored project for computerisation of PACS, which is to be renewed annually upon satisfactory performance of the agency.
- 29.1.2 NABARD and agency will reserve a right to re-negotiate the price and terms of the entire contract to arrive at a mutually favourable terms at the time of extension of contract only after 5 years. In between the contract period no renegotiation shall be entertained.
- 29.1.3 NABARD reserves the right to exit the contract after due notice of 3 months.

29.2 Award and Signing of Contract

- 29.2.1 Selected bidder would be issued work Order (WO) on final selection and completion of internal approval formalities of NABARD.
- 29.2.2 The agency shall, within ten (10) days of the receipt of the Letter of Acceptance, sign and return the duplicate copy of the Letter of Acceptance in acknowledgement thereof. **In the event, the duplicate copy of the Letter of Acceptance duly signed by the successful agency is not received by the stipulated date, NABARD may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such tenderer, and the next highest-ranking tenderer from the Reserve List of agencies may be considered.**
- 29.2.3 The successful tenderer must furnish to NABARD the performance security within ten (10) days from the date of the Letter of Acceptance.
- 29.2.4 Selected bidder would be issued Work Order (WO) on final selection and completion of internal approval formalities of NABARD.
- 29.2.5 The bidder has to return the duplicate copy of the Work Order along with NDA (as per format given in Annexure –XI of the RFP) within 7 working days, Stamped and Signed by Authorized Signatory as token of acceptance.
- 29.2.6 The bidder will be required to initialise the process for finalisation and execution of contract within one month (30 days) from date of WO.
- 29.2.7 The successful bidder shall identify and bear all the risks involved in the provision services
- 29.2.8 NABARD shall not compensate for any loss, if any, incurred by the successful bidder during entire contract period or extended/renewed period, if any.

29.3 Price

- 29.3.1 Prices quoted by the bidders should include all local taxes, GST, duties, levies, etc., till the bid validity period. Item-wise details of such taxes/duties must be furnished to arrive at the quoted price which is inclusive of all taxes.
- 29.3.2 Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the agreement tenure for any reason, unless there is a mutual negotiation as part of contract extension.
- 29.3.3 Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc., in connection with delivery of services as per scope of work.
- 29.3.4 While any increase in the rates of applicable taxes or impact of new taxes imposed by GoI, subsequent to the submission of commercial bid shall be borne by NABARD, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to NABARD in its favour. This will remain applicable throughout the contract period.

29.3.5 No other cost whatsoever will be paid by NABARD.

29.4 **Payments**

29.4.1 All payments shall be made in Indian Rupees (INR)

29.4.2 NABARD will make payment on a quarterly basis in equal divisions of the commercial bid accepted from the successful bidder / Vendor.

29.4.3 The payment related to consultants at state level will begin after their deployment in the concerned state.

29.5 **Termination**

29.5.1 In the event of service provider committing a breach of material terms and conditions of this contract, NABARD shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least three (3) months, for any valid reason, including but not limited to the following reasons:

29.5.2 If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by NABARD pursuant to conditions of contract or

29.5.3 If the bidder fails to perform any other obligation(s) under the contract.

29.5.4 Discrepancies / deviations in the agreed processes and/or products.

29.5.5 If a Bidder makes any statement or encloses any form which turns out to be false/ forged/ incorrect at any period during the implementation of the project.

29.5.6 Violation of terms & conditions stipulated in this RFP

29.5.7 Laxity in following security standards laid down by NABARD

29.5.8 In case of order cancellation, any payments made by NABARD to the vendor (for period for which services are not availed) would necessarily have to be returned to NABARD with interest @ 15% per annum. Further, the vendor would also be required to compensate the for any direct loss incurred by NABARD due to the cancellation of the contract and any additional expenditure to be incurred by NABARD to appoint any other vendor subject to a maximum of the contract value considered. This is after repaying the payments made by NABARD to the vendor (for period for which services are not availed) would necessarily have to be returned to NABARD with interest @ 15% per annum.

29.6 Termination for Default

29.6.1 NABARD may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, terminate the contract in whole or part: if the vendor fails to deliver any or all of the solution within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract.

29.6.2 In the event NABARD terminates the Contract in whole or in part, NABARD may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the vendor shall be liable to Bank for any excess costs for such similar services. However, the vendor shall continue the performance of the contract to the extent not terminated.

29.7 Termination for insolvency

Bank may at any time terminate the Contract by giving written notice of three months to the bidder if the bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.

29.8 Periodic Review & Inspection

Bank will conduct annual and periodic review and inspection, as and when required, to review vendor performance every year before renewal of contract.

30 Validity of Proposal

The proposal should be valid for a period not less than ninety (90) days from the due date for receiving the proposal.

31 Late Proposals

31.1 If any proposal/application is received by NABARD after the specified time on the due date, it shall not be eligible for consideration and shall be summarily rejected.

31.2 Any alteration/ modification in the proposal or additional information or material supplied subsequent to the due date, shall be disregarded unless the same has been expressly sought for by NABARD.

32 Representation and Warranties

The vendor shall be deemed to have made the following representations and warranties as of the date of the bid:

32.1 That the bidder has the requisite qualifications, skills experience and expertise in providing services contemplated hereunder. It has the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service / systems sought to NABARD.

- 32.2 That the vendor is not involved in any major litigation, potential, threatened / existing that may have an impact of affecting or compromising the performance and delivery of services / systems under the contract.
- 32.3 That the representations made by the vendor / bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless NABARD in writing specifies to the contrary, the vendor/bidder shall be bound by all the terms of the bid.
- 32.4 That the vendor has professional skills, personnel and resources / authorisation that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract.
- 32.5 That the vendor shall ensure that all assets including but not limited to any software's, licenses, databases, documents etc. developed, procured, deployed and created during the terms of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
- 32.6 That the vendor shall use assets as NABARD may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the contract. The bidder shall, however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- 32.7 That the vendor shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep NABARD, its directors, Officers, employees, representatives, consultant and agents indemnified in relation thereto.
- 32.8 That all the representations and warranties as have been made by the Bidder with respect to its bid and contract / agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
- 32.9 That the execution of the services would be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
- 32.10 That there are no inquiries or investigations have been threatened, commenced or pending against the vendor / bidder or its team members by and statutory or regulatory or investigative agencies.
- 32.11 That the bidder has the corporate power to execute, deliver and perform the terms and provisions of the contract and has taken all necessary corporate action to authorize execution, delivery, and performance by it of the Contract.

- 32.12 That neither the execution and delivery by the vendor of the contract nor the vendor's compliance with or performance of the terms and provisions of the contract will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or Governmental authority binding on the vendor nor will it conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the vendor is a party or by which it or any of the property or assets is bound or to which it may be subject or violate any provision of the constitution documents of the vendor.
- 32.13 That the vendor certifies that all registrations, recording, filings and notarizations of the contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the vendor / bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- 32.14 That there has not and shall not occur any execution, amendment or modification of any Contract without the prior written consent of NABARD, which may directly or indirectly have a bearing on the Contract or services rendered.

33 Clarifications

To facilitate evaluation of proposals, NABARD may, at its sole discretion, seek clarifications from any agency regarding its proposal. Such clarification(s) shall be provided within the time specified by NABARD for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If the agency does not provide clarifications sought above within the specified time, its proposal shall be liable to be rejected. In case the proposal is not rejected, NABARD may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding.

34. Queries by the Agencies:

- 34.1 Agencies may seek clarification on this RFP document. Any request for clarification must be sent to the e-mail ID: pacs.comp@nabard.org, on or before **21 September 2022**. The queries should be pertinent to this RFP document only.
- 34.2 **The preferred mode of delivering questions would be through e-mail. In no event shall NABARD be responsible for ensuring that agencies' inquiries have not been received by NABARD.** The queries by the agencies may be sent in the following format.

Tender No: NB.566 dated 07 September 2022						
Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required

- 34.3 NABARD shall consolidate all the queries and clarifications may be issued latest by **12 October 2022**.
- 34.4 At any time prior to the last date for receipt of proposals, NABARD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Agency, modify the RFP Document by issuing a corrigendum. The same will be available on the website of NABARD.
- 34.5 The corrigendum (if any) & clarifications to the queries from all agencies shall be addressed suitably.
- 34.6 Any such corrigendum shall be deemed to be incorporated into this RFP.
- 34.7 In order to provide prospective agencies reasonable time for taking the corrigendum into account or for any other reason deemed fit by NABARD, it may, at its discretion, extend the last date for the receipt of Final Proposals.

35. Pre-bid Meeting

NABARD shall organise a pre-bid e-meeting (through Microsoft Teams) at **11AM on 28 September 2022**. The interested Agencies may join the meeting at the mentioned date & time by clicking on the following link:

[Click here to join the meeting:](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzAwODU4YjMtZTBhYSooNjQyLTg1MzktNjI1YWQ1MGI1MzVk%40thread.v2/o?context=%7b%22Tid%22%3a%228e65dc63-2925-44dc-9c02-98c3f05069ec%22%2c%22Oid%22%3a%224c88b2fb-11d6-408b-b829-8fe87b80b8f9%22%7d)

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzAwODU4YjMtZTBhYSooNjQyLTg1MzktNjI1YWQ1MGI1MzVk%40thread.v2/o?context=%7b%22Tid%22%3a%228e65dc63-2925-44dc-9c02-98c3f05069ec%22%2c%22Oid%22%3a%224c88b2fb-11d6-408b-b829-8fe87b80b8f9%22%7d

All Agencies desirous of joining the e-meeting are requested to send the following information to pacs.comp@nabard.org to facilitate agencies' admission into the e-meeting.

Agency's Name	Name of the Authorised Person who will represent the agency in the e-meeting	Email id /mobile Number

Please note that NABARD reserves the rights to record the proceedings of the meeting.

36. Proprietary data

- 36.1 All documents and other information provided by NABARD or submitted by an agency to NABARD shall remain or become the property of NABARD. Agencies are to treat all information as strictly confidential. All information collected, analysed, processed, or in whatever manner provided by the agency to NABARD in relation to the assignment shall be the property of NABARD.
- 36.2 The reports generated by the agency for NABARD will be the property of NABARD and will be published in NABARD's name only.

37. Payment to the Agency

- 37.1 Payment schedule is linked to the deliverables defined in Para 16.
- 37.2 Tentative billing and payments in respect of the assignment shall be made as remuneration on monthly/quarterly basis on submission of deliverables and milestones to be fixed by NABARD.
- 37.3 All payments will be made, subject to applicable Income Tax laws. Tax may be deducted at source, as per applicable laws.
- 37.4 All payments under this Agreement shall be made to the bank account specified by the agency as may be notified to NABARD by the agency.
- 37.5 NABARD, at its discretion, may consider release part payments in case of unavoidable circumstances or reasons not attributable to the Service Provider for the expected delivery of the work.

38. Proposal Preparation Costs and related Issues

The agency is responsible for all costs incurred in connection with participation in this process, including, but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentation of proposal, in providing any additional information required by NABARD to facilitate the evaluation process. NABARD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

39. Applicable Law and Jurisdiction

The contract shall be governed by the laws of India for the time being in force. The courts of Mumbai shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.

ANNEXURES

Annexure I: State wise- List of PACS with number of consultants

Sr. No.	Name of State/UT	Total No. of PACS	No of consultants required
1	Maharashtra	20956	4
2	Goa	74	
3	Bihar	8463	2
4	Gujarat	7795	2
5	Uttar Pradesh	6913	2
6	Rajasthan	6646	2
7	West Bengal	6521	2
8	Andaman And Nicobar Islands	46	
9	Karnataka	5410	2
10	Tamil Nadu	4537	2
11	Puducherry	53	
12	Madhya Pradesh	4523	1
13	Jharkhand	4398	1
14	Punjab	3552	1
15	Haryana	730	

16	Odisha	2705	1
17	Chhattisgarh	2058	1
18	Andhra Pradesh	1999	1
19	Telangana	822	
20	Kerala	1577	1
21	Uttarakhand	699	2
22	Jammu And Kashmir	589	
23	Himachal Pradesh	1853	
24	Assam	774	3
25	Nagaland	580	
26	Tripura	268	
27	Meghalaya	179	
28	Manipur	177	
29	Sikkim	176	
30	Mizoram	93	
31	Arunachal Pradesh	34	
Total		95200	30

Note: No. of consultants requirement are indicative in nature.

Annexure-II: Business Activities Undertaken by PACS

Sr. No.	Activities
I	Agriculture & Banking related Activities
1	Deposit Mobilisation Agency (DMA)
2	Loaning to Agricultural & Allied sector and also rural non-farm sector activities - CC, ST/ KCC, MT,LT, SHGBLP/ Loans to JLGs, Personal loans, Pledge loans, Gold loans/ Jewellery pledge loans, , Vehicle loans, Housing Loans, Loan against deposits, Loans to staff & others against salary, Loans to small & petty business, Safety Lockers, etc.
3	Aadhaar Enabled Payment Services through agency arrangement
4	ATM through agency arrangement
5	Bachat Bank, Pigmy, SHG savings, RD, FD
6	Computerised Passbook
7	Bank Business Correspondent
8	Business & Personal Loan
9	Cheque Collection services
10	Crop Insurance/Fasal Bima
11	Pension schemes - mobilisation(agency role on commission basis)
12	Agriculture Inputs Sales - Seeds, Fertilisers & Pesticides/ Cattle feed.
13	Seeds
14	Fertilisers
15	Pesticides
16	Cattle feed/ Fish feed
17	Agro Services Center & Custom Hiring Center of Farm Machinery (Tractor, Power Tiller, Rotavator, Happy Seeder, Diesel Pump)
18	Agricultural Produce Purchase/Procurement operations(on commission basis) for FCI, Campco & other public & private corporates : rice, wheat, maize, ground nut, cotton, soybean, coconut& copra, areca nut, cocoa and pepper
19	Agri Clinic
20	Farm Machinery & Agri Equipment Sales & service including Drip & Sprinkler units, PVC pipes
21	Agri & Horticultural Nursery
22	Agriculture Facilitation Centre(on commission basis) for various government schemes)
23	Agriculture Goods Processing & Grading
24	Agro E Service
25	Agro Service Center & Essential Commodities Sale Purchase
26	Agri-produce Auction Center
27	Coconut Marketing/ Coconut Processing Unit

28	Oil Mill - copra/coconut, ground nut, mustard, sunflower
29	Storage godown for various agri-produce & plantation crops per bag or per quintal basis.
30	Hiring Of Godown on rental basis
31	Agri produce - procurement, marketing and trading - coconut, ginger, pepper, etc.
32	Processing for value addition - Pickle making
33	Dairy - Milk collection, testing, chilling and milk route operations.
34	Dairy - Milk vending business
35	Farmers Clubs promotion
36	Farmers Service Center
37	Fasal Registration
38	Farmer Training
39	Farmers Super Market
40	Fisheries production/ procurement/ marketing units
41	Flour Mill
42	Flower Shop
43	Fruit Processing
44	Grain Mill
45	Rice Huller/ Rice Sheller
46	Honey, Tamarind Sales
47	Insurance Activity
48	Manure Depo
49	Milk Producers Co-Operative Society Ltd.
50	Multipurpose Cold Storage
51	Seed Processing Plant
52	Paddy Combiner - Harvest cum Thresher
53	Rental income from Storage Godown(for Agri-produce)
54	Soil & Water Testing Lab
55	Turmeric Production & Processing Unit
56	Way Bridge
57	Weekly Market/ Rural Haat
II	Other Rural Business Activities
59	Rural Haat & Market Complex
60	Cement Sale
61	Coop. Medical Store/ Jana Oushadi Kendra
62	Mini Super Market
63	RO Water plant - Supply through tank/ Cans/ Package drinking water through bottles
64	Book Binding
65	Stationery, Xerox & Lamination

66	Clothes business
67	Pick-up Van(Passenger)/ Pick-up Truck(Goods)
68	Petrol/ Diesel Outlet
69	Gas distribution agency
70	Building on Rent(for storing the Stocks)
71	Building Materials Depot including Roof sheets
72	Cargo Van
73	Chicken Centre
74	Clinical & Diagnosis Laboratory
75	Commercial Complex
76	Computer Centre & DTP
77	Computer Training Institute
78	Timber Depot
79	Marketing of Forest Produce - Broomsticks, Tez pathha
80	Consumer Stores
81	Consumer Durable Goods
82	Custom Hosiery making (per piece basis)
83	Drilling Machine
84	Stamp Vending including E-Stamping
85	Edible Oil vending
86	Electronics Sales
87	Foam Mattresses
88	Furniture Showroom
89	Garments Trading,
90	Grihalekshmi Home Appliance
91	Hardware Store
92	Handloom
93	Chicken & Meat Outlet
94	Fish and Fish products marketing
95	Fruits & Vegetable vending
96	Rice sale business
97	Tiles & Sanitaries
98	Oil Cake
99	Oil Sales
100	Organic Farming & Sales outlet
101	Café/ Restaurant
102	FMCG Store
103	Earth moving equipment on hire basis
104	Generator on rent basis
105	Rice Mill
106	River Lift Irrigation service to farmer members
107	Furniture Shop
108	Saw-Cum-Veneer Mill Activities

109	Whole Sale & Retail Sale
III	Other Service Activities
110	Social Security Pension Distribution
111	Bills payment, Electrical And Water Charges
112	e-Governance/ e-Seva: Birth & Death Certificates, Land records, EC, Residence Certificate, Income/ BPL Certificate, Community Certificate, Legal Heir Certificate, Other Revenue Department related Certificates, etc.
113	Truck rental
114	Health Club services
115	Common Service Centre
116	e-Seva
117	Jana Seva Kendra
118	Public Distribution System (PDS)/ Fair Price Shop/ Ration Shop
119	Travel Agent services - Air/Railways/ Bus Ticketing
120	Ambulance Service
121	Auditorium
122	Tourism Project/ Beach Park (under Lease), Cruise ticketing, etc.
123	Welfare & Charity services
124	Pension disbursement to BPL category families & others
125	Funeral related services
126	Tent house, Chairs, Tables & Utensils - cooking, serving, etc.
127	Dialysis And Diagnostic Centre
128	Food catering service
129	Facility of Function Hall
130	Utility services - Electrical, Plumbing & Carpentry
131	Guest House
132	GST Registration
133	Holiday Home
134	Hiring of Solar Lanterns on Rental basis
135	Health Insurance schemes
136	Kalyana Mandapam/ Marriage Hall
137	Lab for ECG, USG, X Ray, CT Scan, MRI, Dialysis, Blood/ Sputum/Urine/Stool tests.
138	Net Café & On-line registration, etc.
139	Pawn Brokers
140	NSC/ KVP Agency services
141	Skill Center
142	Rental Income from Renting Out Rooms
143	Rented Mini Hall To Members
144	Public School

145	Rural Convention Centre
146	Anganavadi Food Supplies
147	Steel, Aluminum utensils & other utility items sales
148	SRTO operations
149	TV & Mobile Service Center & Recharge vouchers
150	Western Union Money Transfer
151	Working Women Hostel

Annexure – III: Bid Forwarding Letter

(To be submitted on Bidder's letter head)

The Chief General Manager
Institutional Development Department
National Bank for Agriculture and Rural Development,
5th Floor, C-24, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Request for Proposal (RFP) for selecting a Project Consulting Agency for Computerisation of PACS Project.

We, the undersigned, offer to submit our bid in response and accordance with your tender 566 dated 07 September. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

Further, we agree to abide by all the terms and conditions as mentioned herein in the tender document.

We agree to abide by this offer till 90 days from the date of opening of Commercial Bid.

We hereby agree to participate and abide by the methods of evaluation indicated in the RFP.

We have also noted that NABARD reserves the right to consider/ reject any or all bids without assigning any reason thereof.

We understand that the Bank is not bound to accept any proposal it receives.

Dated at _____ day of _____ 2022.

Yours sincerely,

Date	Signature of Authorized Signatory:
Place	Name of the Authorized Signatory:
	Designation:
	Phone & E-mail:
	Name of the Organisation:
	Seal



Annexure IV: Letter of Authorisation to Bid

Ref No: _____

Date: --/--/

The Chief General Manager
Institutional Development Department
National Bank for Agriculture and Rural Development
5th floor, E Wing, C-24, 'G' Block, Bandra-Kurla Complex
P.B. No. 8121, Bandra (East)
Mumbai - 400 051
Maharashtra

Dear Sir,

Subject: Authorization Letter for submitting bid documents

REF: Your RFP _____ dated _____

This has reference to your above RFP for Selection of Consulting firm for PACS Computerisation. Mr./Mrs./Miss _____ is hereby authorised to submit the bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organisation for all the services / systems/ goods required by the Bank as called for vide the bank's request for proposal vide RFP _____ dated _____ on behalf of our organization.

We confirm that all the prices quoted in tender by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted)

Note: 1. This letter of authority should be on the letterhead of the bidder on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in their bid.

Annexure-V: Bidder Profile

S.No	Particulars	Documents to be submitted	Agency's response
i	Name of the Agency		
ii	Year of establishment		
iii	Ownership of the agency or entity		
iv	Registration number and date of registration	<i>Copy of Registration Certificate.</i>	
v	Registered Office Address		
vi	GST No.	<i>Copy of GST registration Certificate</i>	
vii	PAN No.	<i>Copy of PAN number</i>	
viii	Name of the Authorised Contact Person of Agency		
ix	Contact Number of Authorised Contact Person		
x	Agency's Email id for Correspondence from NABARD		
xi	Correspondence Address		
x	Promotor / Partner / Director details		
a	Name		
b	Designation (Promoter / Director)		
c	Mobile No.		
d	Email id		
xi	Contact Details of Bidders authorized Representative (on whose behalf Letter of Authorisation is issued)		
	Name		
	Designation		
	Mobile No.		
	Email id		
	Specimen Full Signature and initials		
xii	MSE Details		
	Whether Bidder MSE		
	(Yes/No)		
	MSE Registration No		
	Date till which MSE		

	Attested Copy of MSE Certificate attached. (Yes /No)		
xii	EMD Deposit Date (DD-MM-YYYY)		
xiii	EMD Deposit UTR No.		EMD Deposit Receipt
Agency's Bank Account Details			
xiv	Name of the Bank (with which Agency's Account exists)		
xv	Account Name		Attach a copy of the cancelled cheque
xvi	Agency's Bank Account Number		
xvii	IFSC		
xviii	Agency's PAN		Attach a copy of the PAN Card

Annexure-VI: Technical Bid

1. General Information

S.No	Particulars	Response	Supporting Documents required to be scanned & uploaded
i	Agency Registered under which Act? (e.g. Societies Registration Act, 1860; Indian Trust Act, 1882, Companies Act 2013, etc.)		A copy of Registration/ Incorporation Certificate
ii	Is IT related Project Management Services is the core mandate of the Organisation? (YES/NO)		A copy of Articles of Association
iii	Project Management Consulting / implementation Experience in similar IT based projects with GoI/ State govt.(s) with minimum duration of 6 months in last 5 years with minimum 1 crore assignment value		Attach One-page highlights (for each assignment) done by you during Last 5 years
iv	Project Management Consultancy / implementation Experience in projects related to IT solution/CBS/ ERP/ Computerization in PSUs/BFSI sector with minimum duration of 6 months in last 5 years with minimum 1 crore assignment value		Attach One-page highlights (for each assignment) done by you during Last 5 years
v	Experience of IT assignments in: Cooperatives/sector		Same as above
vi	Number of Offices in India (Including Head Office, State Offices, Field Offices, etc.)		Provide address proof of offices located in India (Max 5)

vii	Balance Sheet and Profit & Loss Account for the last five years: 2017-18 2018-19,2019-20, 2020-21 and 2021-22		
viii	Average Annual Turnover, EBITDA, Net worth, PAT of the Agency of five years: 2017-18, 2018-19,2019-20, 2020-21 and 2021-22 (₹ crore)		A one-page certificate by the Chartered Accountant in the enclosed Proforma (Form A), indicating the Annual Income/Turnover for the mentioned years.
ix	Whether the organisation has ever been blacklisted by a Union Ministry/Deptt., State Govt. or any Public Sector Undertaking? (YES/NO)		If the response is 'Yes', provide details thereof
x	Number of IT related Project management/advisory Services/ Assignments taken for banks/ Financial institutions for rural areas during the period 2010-11 to 2021-22)		

NOTE: In case the audited financials for the year 2021-22 is not available, CA Certificate certifying positive EBDITA/ Turnover / Net Worth should be submitted

2. Previous Experience

For each of the assignment listed above, provide the following information agency is free to give any number of projects in last 5 years with fee earned more than 1 crore with the largest being listed first (attach documentary evidence- **Work Order and Work Completion certificate by Self or client /Phase completion certificate by Client for ongoing Projects**).

	Title of the Assignment and Year of Contracting	Stature of the Agency (Domestic/ National/ International)	Client firm Name with Address (and website, if any)	Fees Earned (₹ lakh)	Number of States/ UTs Covered	Number of Months taken to complete the project (Write 'o-Zero' if the project is ongoing)	Any Other relevant information
Assignment 1							
Assignment 2							
..							
Assignment 10 (max)							

Along with each of the IT related Project Management Services listed above, the Agency is required to **upload /attach** the following 2 documents:

- (a) Work Order
- (b) Work Completion Certificate by Self (Authorised Signatory) /Client
- or
- (c) Phase completion certificate by Client for ongoing projects

2a. Feedback of previous client firms:

Bidders may collect feedback from previous client firms listed above

Client firms may give feedback from the rating 1 to 5 in following parameters

Parameters	Rating
Human resource deployment	
Project management performance	
Infrastructure capacity	
Monitoring capacity	
IT capability	
Capacity to deploy consultants to project sites in different locations	
Capacity to conduct field level studies, surveys etc.	
MIS, Report drafting and submission capacity	
Others (please specify)	

3. Human Resources:

(a) Number of regular staff (management/technical/academic/domain specific/market research) on rolls of the organisation: _____

(b) Brief write up on Manpower Competence: assessment of requirements with role clarity, deployment, project team strength envisaged for each stage/task of the activities Approach for analysis, tools, software specifications related research for IT advisory services and strategy to complete the assignment within the stipulated time

Number of Specialists employed on the rolls of the Agency				
S.No.	Category	Number	Required Documents	
i	Financial/BFSI specialist		Attach C.V.	
ii	IT specialist		Attach C.V.	
iii	Data analysts		Attach C.V.	
iv	Cooperative sector exposure		Attach C.V	

v	Project Management Specialist		Attach C.V.	
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Note: CVs should contain declaration by the individual that he/she will be available for the agency for the entire period of the Assignment.

The CVs should be as per the proforma enclosed in **Annexure VII**.

NABARD expects service of at least 35 consultants for the project with the following experiences:

- 33.1 One team leader with at least 7 years of experience deployed at NABARD HO
- 33.2 3 team members with at least 5 years of experience deployed at NABARD HO
- 33.3 1 team member with at least 5 years of experience shall be deployed at NABARD Regional Office, Delhi to liaise with Government of India
- 33.4 3 team members with at least 5 years of experience deployed at NABARD HO
- 33.5 30 members with at least 3 years of experience who will be working at state level/ with NABARD ROs project management committees.
- 33.6 While one person per state may be deployed as a thumb rule. States with more than 5000 PACS may require 2/3 consultants and for states with less than 500 PACS one consultant may be deployed for group of geographically clustered states as per Annexure-I

Team Profile

(To be filled with details of team members proposed to be part of the PMU)

Attach CV of all the team members proposed to be part of central and state PMU

Name	Designation	Proposed Role	Total years of experience	Relevant experience (brief description)	Client name	Project completion year / On-going	Role in the project

Attach CV of all the team members proposed to be part of central and state PMU

4. **Methodology (to be uploaded):** If selected for the assignment, describe your strategy (Technical Approach & Methodology and Work Plan) for providing the Project management services. Agency should cover all aspects, including the strategy for implementation of computerisation of PACS project including pilot testing, monitoring, reporting and work in PMUs set at NABARD Head Office, Mumbai or at State PMUs set up at Regional Offices of NABARD, placement & training of

manpower, training to NABARD/ bank/ PACS staff, on Technical, techno-legal aspects of computerisation of PACS, System Integrators and setting up of National Level Data Repository along with any other aspect that you consider important to highlight (**max 1000 words**).

5. **Infrastructure/Technological Competence (to be uploaded):** Write about the infrastructure/ technological capabilities of your Agency/Organisation to handle large-scale IT advisory services assignments to banks and Financial Institutions (**max 500 words**).

In doing this, agency should also elaborate on the following points:

- i) Physical ICT manpower and infrastructure available with your agency
- ii) Capacity to provide services as per RFP to NABARD.
- iii) Capability/arrangements to conduct study whenever needed

Guidelines for Documents to be uploaded

Bidders are advised to adhere to the following guidelines while uploading the documents on the portal

a) **For documents uploaded under Annexure-III, IV, V, VI, VII, VIII, IX, X, XI, and XV:** Each document should contain name of the agency, preferably in the 'header' of the document.

Form A: CHARTERED ACCOUNTANT'S CERTIFICATE

(On letterhead of the Chartered Accountant's Firm)

The following details of (M/s) _____ given in the table below are certified correct based on the verification of original documents and supporting information:

(₹ crore)

Year	Turnover	EBITDA	Net worth	PAT
2017-18				
2018-19				
2019-20				
2020-21				
2021-22				

Name and Signature (with stamp):

Membership number:

Name of the Firm:

FRN of the Firm:

Note: The detailed Balance Sheet of the bidder may be verified at a later stage by NABARD.

Annexure VII: Proforma for Curriculum vitae (CV)

(IT/CBS/ Banking and Finance Specialists/Cooperatives Specialists /Credit societies specialists /Project Management Specialist, etc.)

(Max. 2 pages (one sheet) for one expert. Use separate sheets for different experts)

Sr.No	Details				
1	Name of the Professional: leader/ co-leader/team member				
2	Qualifications:				
3	Key Expertise (e.g. RFP preparation and evaluation for IT projects, project monitoring, CBS, Banking and Finance, Project Management, Studies, etc.)				
4	Experience (Max 200 words): Covering - Number of years of dealing with IT Advisory Services to banks/financial institutions in rural areas - Experience with different responsibility profiles - Preference for experience in preparation and evaluation of RFP for IT related projects, its monitoring, use of software/hardware & its details thereof - Experience of cooperative banking sector.				
5	Work history with the present Agency & responsibilities shouldered				
i.	Designation:				
ii	Duration: From: DD/MM/YYYY To: DD/MM/YYYY				
iii	Key Job responsibilities: <i>Only relevant experience to be listed</i>				
iv	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Projects handled</td><td style="width: 25%;">Role in the project</td><td style="width: 25%;">Client</td><td style="width: 25%;">Team Size (if any)</td></tr> </table>	Projects handled	Role in the project	Client	Team Size (if any)
Projects handled	Role in the project	Client	Team Size (if any)		
6	Have the Manager(s) been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No				
7	Have the Managers ever failed to complete any work awarded to it by any public entity/GoI in last five years? Yes/No				
8	Have the Managers been blacklisted by any Government Department/Public Sector Undertaking in the last five years? Yes/No				
9	Have the Managers, suffered bankruptcy/insolvency in the last five years? Yes/No				
10	Any Other (awards, achievements, etc.)				

Note: CVs should contain declaration by the individual that he/she will be available for the agency for the entire period of the Assignment.

Annexure VIII: Commercial (Financial) Bid/ Proposal

Breakup of consultancy cost

S.No	Role	Number of persons	Cost of the resource per month (INR)	Number of personnel X Months deployed	Total consultancy Cost (Sl.no 2 in table below)
1	Project lead deployed at HO	1			
2	Team members deployed in NABARD HO and Delhi	4			
3	Team members deployed in states	30			
4	Back office Support & other technical manpower				
	Total				

(Please add any other roles that you feel necessary)

Total costs

Sl.no	Year	1	2	3	4	5	Total
1	Consultancy Cost (Exclusive of GST) as per table above						
2	Other costs (please specify- including, tour local visits, equipment, support systems etc.) exclusive of GST						
3	Total Cost (Exclusive of GST)						

The total Commercial Bid for 5 years from the award / signing of the contract is
Rs. _____ (Rupees _____)

Note:

1. Total cost must be quoted in Indian Rupees and in WORDS AND FIGURES.
2. In case of any discrepancy, amount quoted in words will be considered.
3. Payment will be made as per the payment terms mentioned in this RFP.
4. In case of any delay attributable to NABARD, the project term of 12 months shall be extended subject to mutual agreement between the NABARD and the Vendor
5. In case of any delay attributable to Consultant, the consultant shall be liable for Liquidated Damages and /or penalty as applicable.
6. Prices quoted by the bidder are exclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST). GST will be paid on actual on production of original invoice.
7. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. While any increase in the rates of applicable taxes or impact of new taxes imposed by the Central or State Governments of India, subsequent to the submission of commercial Bid shall be borne by NABARD, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to NABARD in its favour. This will remain applicable throughout the Contract Period.
8. The financial evaluation shall be based on the above Financial Proposal.
9. No escalation on any account will be payable on the above amounts.

Authorized signatory:

Designation:

Phone & E-mail:

Name of the Organization:

Seal

Annexure IX: Compliance Statement

(To be submitted on Bidder's letter head)

Declaration

Tender No. NB.HO.566 (RFP)/2022-23 dated 07 September 2022.

Compliance	Description	Vendor Response (Yes/ No)
Special Terms & Conditions, General Terms & Conditions	We hereby undertake and agree to abide by all the terms and conditions including annexures, corrigendum(s) etc. stipulated by the NABARD in this RFP. (Any deviation may result in disqualification of Bids)	
Scope of Assignment	We certify that the proposal submitted by us is as per the scope of assignment stipulated in the RFP. (Any deviation may result in disqualification of Bids)	

NABARD reserves the right to reject the Bid, if the Bid is not submitted in proper format as per RFP.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Date:

Annexure –X: Non-Blacklisting

(On the Organization's letterhead)

Part A. In the case of a Proprietary Concern:

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

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

Part B. In the case of a Partnership Firm:

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

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

Part C. In the case of Company:

We hereby declare that we have not been placed on any black list declared by any Bank, Financial Institution, Govt's Vendor Black List, except as indicated below:

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

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

Place: Signature of Bidder: _____

Date: Name of Signatory: _____

Annexure –XI: Non-Disclosure Agreement

This Non-Disclosure Agreement made and entered into at this..... day of 2022 BY AND BETWEEN Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (Hereinafter referred to as the Consultant which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART.

AND

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

The Consultant and NABARD are hereinafter collectively referred to as “the Parties” and individually as “the Party”

WHEREAS:

1. NABARD is engaged in developmental financial activities and has floated a **Request for Proposal for Selecting Consulting Agency on Project for computerisation of PACS**, the scope of which is specified in Section 4 & 17 of this RFP. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Consultant some Confidential Information (as hereinafter defined), to enable the Consultant to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The Consultant is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.
3. The Consultant is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.
5. Receiving Party means who receives the confidential information.
6. Disclosing Party means who discloses the confidential information.

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

1. Confidential Information

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

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

(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

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

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

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

Confidential Information does not include information which:

- (a) Is or subsequently becomes legally and publicly available without breach of this Agreement.
- (b) was rightfully in the possession of the Consultant without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.
- (c) was rightfully obtained by the Consultant from a source other than NABARD without any obligation of confidentiality,
- (d) was developed by for the Consultant independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.
- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (f) is released from confidentiality with the prior written consent of the other party.

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

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

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

2. Non-disclosure

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

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

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

3. Publications

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

4. Term

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

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The Consultant agrees and undertake to treat Confidential Information as confidential for a period of [Six (6)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

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

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies

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

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

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

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

a. Suspension of access privileges

b. Change of personnel assigned to the job

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

d. Termination of contract

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

8. Entire Agreement, Amendment, Assignment

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

9. Miscellaneous

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

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

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

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

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

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

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

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

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

10. Suggestions and Feedback

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

11. Governing Law

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

12. General

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

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

BUYER

Name of the Officer

BIDDER

Chief Executive Officer



Designation

NABARD

Organisation

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Annexure XII: Earnest Money Deposit/Bid Security Form

Ref No.....

Dated: / /2022

The Chief General Manager
Institutional Development Department
National Bank for Agriculture and Rural Development
5th Floor, E Wing,
C-24, 'G' Block, Bandra Kurla Complex, Bandra (East)
Mumbai – 400 051
Maharashtra

Dear Sir

WHEREAS the National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as NABARD, which expression shall, include its successors and assigns) has invited tenders for Selection of Consultant for computerisation of PACS project for NABARD.

(2) WHEREAS M/s_____ who are our constituents (hereinafter referred to as "the Tenderers", which expression shall include the successors and assigns) have taken the tender for the said work.

(3) AND WHEREAS it is one of the condition of the said tender that the Tenderer shall deposit with the NABARD at the time of submitting the tender a sum of Rs.----- /- (Rupees -----Only) as and by way of Bid Security (BS), which BS shall not bear any interest and which shall be liable for forfeiture in the event of the Tenderer, after acceptance of his tender by NABARD, failing to observe any of the terms and conditions of the tender or the Tenderer not supplying the said software to the satisfaction of NABARD and / or its Consultants.

(4) AND WHEREAS at the request of the Tenderer, NABARD has agreed not to insist for payment of the said BS in cash/demand draft and accept the guarantee from a Scheduled Commercial Bank in lieu thereof and have agreed to accept the same from us, the Bank i.e. _____ (Name of the bank) on behalf of the tenderer, as hereinafter contained.

In the premises aforesaid and in consideration of NABARD having agreed at our request to exempt the tenderer from depositing the said BS in cash.

We, _____ Bank having our Head Office at _____ and one of our Branches at _____ do hereby unconditionally and irrevocably guarantee unto the NABARD that the Tenderer will execute the Agreement soon upon acceptance of the tender by NABARD and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the said tender (read with any amendments made thereto by mutual consent of NABARD and the Tenderer) and provide consultancy services to the satisfaction of the NABARD / its Consultants within the time stipulated therein, failing which WE the _____ Bank shall, on demand and without demur, pay unto the NABARD the sum of Rs. -----/- (Rupees----- only) at its office at Mumbai.

We _____ Bank further covenant that:

- a) We shall pay the aforesaid sum on demand made in writing by NABARD without reference to the Tenderers and notwithstanding any dispute or difference that may exist or arise between the NABARD and the Tenderers;
- b) That this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABARD.
- c) that the decision of NABARD on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;
- d) that the notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;
- e) that any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by NABARD to the Tenderer or any variation in the said tender / contract terms made by mutual agreement between NABARD and the Tenderer or any other act or deed on the part of NABARD which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender / contract or by payment of the sum.
- f) that this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the tenderers to submit the said tender and enter into the said contract or any change in the constitution or dissolution of the Tenderers or change in its name;

- g) that it shall not be necessary for NABARD to exhaust its remedies against the Tenderers before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which the NABARD may have obtained or may hereafter be obtained from the Tenderers at the time when this guarantee is invoked is outstanding and unrealized;
- h) that we hereby agree that this guarantee shall be valid and be in force for a period of 180 days, i.e. up to _____ and we hereby agree to renew this guarantee for such further period or periods at the request of NABARD in the event of the works specified in the Tender are finally awarded to the Tenderers and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.
- i) Any claim arising under this guarantee shall be preferred by NABARD within a period of six months from the aforesaid date of expiry i.e. _____ or, in the event of any renewal, within a period of six months from the date of expiry of such renewed period extended by such renewal, and unless the claim is so preferred against us, we shall stand discharged of all our liabilities hereunder.

Yours faithfully

For and on behalf of

_____ **Bank**
(Authorized Official)

Annexure XIII – Contract Form

(To be executed on Non-judicial stamp paper of appropriate value)

National Bank for Agriculture and Rural Development, a body corporate established under the Act of Parliament i.e., National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, Block G, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 represented herein by its Authorised Representative Shri _____, (Name, Designation & Department) (hereinafter referred to as “NABARD” which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors, assigns) of the FIRST PART;

AND

M/s _____ (Name of the Vendor/Service Provider), a Company/a Firm/ duly registered/incorporated _____ Act, having its Registered Office/ Head Office/ Corporate Office at _____ (City & Country of Vendor/Supplier) (hereinafter referred to as the “the Supplier” / “Vendor”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignee) of Other Part.

WHEREAS the Purchaser is desirous that services related to providing Consultancy Services to NABARD for computerisation of PACS should be provided by the Supplier viz., _____ (Brief Description of Goods, Services and Consultancy) and has accepted a Bid by the Supplier for providing Consultancy Services to NABARD for computerisation of PACS in the sum of ₹ _____ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Request For Proposal dated _____ floated by NABARD for the purpose of selecting a Consulting Agency on Primary Agriculture Credit Societies (PACS) Computerisation Project for NABARD (hereinafter called as “RFP”).
2. The following documents shall be deemed to form and be read and construed as part of this agreement along-with RFP, viz.:

- a) The Bid form, price schedule and all other documents submitted by the Vendor in response to the RFP;
- b) The Scope of Work;
- c) The special terms and conditions provided under the RFP;
- d) The general terms and conditions provided under the RFP;
- e) The Purchaser's Notification of Award

However, in case of any conflict clauses between this agreement and the RFP or its enclosures, the provisions of RFP shall prevail.

- 3. In consideration of the Contract Price, the Supplier hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5. Brief particulars of the Services which shall be supplied/provided by the Supplier are as set out in Exhibit I, attached hereto.
- 6. Independent Contractor

This agreement does not set up or create an employer/employee relationship, partnership of any kind, an association or trust between the Parties, each Party being individually responsible only for its obligations as set out in this Agreement. Parties agree that their relationship is one of independent contractors. Neither Party is authorised or empowered to act as agent for the other for any purpose and neither Party shall on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other. Employees/workmen of neither Party shall be construed or treated as the workmen/employees of the other Party or place any obligation or liability in respect of any such workmen/employee upon the other Party, including without limitation, worker's compensation, disability insurance, leave or sick pay.

7. **Dispute Resolution, Governing Law and Jurisdiction**

- 7.1 This Agreement shall be governed by the laws of India.
- 7.2 All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably by Parties. Each Party shall select / appoint 1 (one) senior representative. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives (**“Settlement Period”**).
- 7.3 If any dispute, difference, or question shall at any time arise between the parties regarding the execution of this project or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder on which the decisions of the Bank is final and binding, the same shall be referred to arbitration and a final decision after giving at-least 30 days’ notice in writing to the other (hereinafter referred to as the Notice for Arbitration) clearly setting out disputes to a sole arbitrator who shall be appointed as hereinafter provided.
- 7.4 For the purpose of appointing the sole arbitrator referred to above, the Bank shall send to Consultant within 30 days of the notice of arbitration a panel of three names of persons who shall be presently unconnected with this organization of the Bank or the Consultants.
- 7.5 The Consultant shall on receipt of the names as aforesaid select any of the persons so named to be appointed as the sole arbitrator and communicate the same to the Bank within 15 days of receipt of the names. The Bank shall thereupon without any delay appoint the said person as the sole arbitrator. If the consultant fail to communicate such selections as provided above within the period specified, the Bank shall make the selection and appoint the sole arbitrator from the panel notified to the Consultant.
- 7.6 If the employer fails to send to the Consultant the panel of three names as aforesaid within the period specified, the Consultant shall send to the Bank a panel of three names of persons who shall be unconnected with either party. The Bank shall on receipt of the names as aforesaid select any one of the person and appoint him as the sole arbitrator. If the Bank fails to select the person and appoint him as the sole arbitrator within 30 days of the panel and inform the Consultant accordingly, the Consultant shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the Bank.

- 7.7 If the arbitrator so appointed is unable or unwilling to act or refuse his appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.
- 7.8 The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 as in force from time to time. The award of the arbitrator shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the arbitration, the arbitrator shall give a separate award in respect of reference and the award shall be a reasoned award.
- 7.9 The fees, if any, of the arbitrator shall if required to be paid before the award is made and published be paid in equal proportion by each of the parties. The cost of the arbitration including the fees, if any, of the arbitrator shall be directed to be borne and paid by such party or parties the dispute in such manner or proportion as may be directed by the arbitrator in the award.
- 7.10 The bank and the consultants also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.
- 7.11 In case of failure to resolve the disputes and differences amicably as per the mechanism set out in Clause 7.2 prior to expiry of the Settlement Period, such unsettled dispute or difference shall be referred to and finally resolved by arbitration administered by the Mumbai Centre for International Arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration (“MCIA Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause 20 (Dispute Resolution, Governing Law and Jurisdiction). In the event of such arbitration:
- 7.11.1 the venue and seat of the arbitration shall be Mumbai;
- 7.11.2 the tribunal shall consist of 3 (three) arbitrators; 1 (one) to be appointed by the Bank, 1 (one) to be appointed by the Supplier, and the third to be appointed by the 2 (two) arbitrators. If either the Bank or the Supplier fails to appoint an arbitrator as set out in this Clause 7 (Dispute Resolution, Governing Law and Jurisdiction), the arbitrator of such party shall be appointed in accordance with the MCIA Rules;
- 7.11.3 the language of the arbitration shall be English;
- 7.11.4 the arbitration awards shall be reasoned and shall be final and binding on the disputing Parties and may be specifically enforced by any court of competent jurisdiction;

- 7.11.5 the tribunal shall be entitled to decide on and apportion the costs and reasonable expenses (including reasonable fees of counsel retained by the Parties) incurred in the arbitration;
- 7.11.6 the existence and content of any arbitration proceeding, and any award thereof shall be confidential among the Parties, and subject to the terms of Clause 10 (Confidentiality) of the RFP; and
- 7.11.7 the existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.
- 7.12 Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction, including pre-arbitral attachments, temporary restraining orders, or temporary injunctions, as may be necessary to preserve the rights of such Party. The application by either Party to a judicial authority for such measures shall not be deemed to be an infringement or a waiver of the covenant of the Parties to submit disputes to arbitration under this Agreement and shall not affect the relevant powers reserved to the arbitrator pursuant to this Clause 29.30 (Dispute Resolution, Governing Law and Jurisdiction).
- 7.13 All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and subject to the arbitration provisions above, courts in Mumbai only shall have jurisdiction to determine the same.

8. TERM AND TERMINATION

8.1 Term

This Agreement shall commence on and from the Effective Date and shall remain valid until the subsistence of the Principal Agreement/Work order (including all renewals thereof) ("**Term**"), unless terminated earlier in accordance with Clause 23.2 (*Termination*).

8.2 Order Cancellation/ Termination of Contract

NABARD reserves its right to cancel the entire/ unexecuted part of work Order at any time by without assigning appropriate reasons in the event of one or more of the following conditions:

- a. Delay in Implementation of the Project beyond the specified periods for reasons solely ascribed to the Service Provider.
- b. Serious discrepancies noted in the implementation of the project.

- c. Breaches in the terms and conditions of the Work Order.
- d. Project adversely affecting the Core Systems or Core Business of the NABARD and the normal functioning of the Offices of NABARD.
- e. If Service Provider fails to upgrade any or all of the critical hardware /software within the period(s) specified in the Contract or within any extension thereof granted by the NABARD.
- f. If Service Provider fails to perform any other obligation(s) under the Contract.
- g. If Service Provider is not providing after sales and maintenance services and the calls are not attended for three or more occasions, NABARD is at liberty to terminate the Contract by giving 30 days' 'Notice'. If Service Provider provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.
- h. In addition to the cancellation of work order, NABARD reserves its right to invoke the Performance Bank Guarantee given by the Service Provider after giving notice.
- i. Termination in all circumstances will mean a proper transition with data transfer in a readable format along with all knowledge documents. Transition to take within a month unless extended by mutual consent.
- j. NABARD, without prejudice to any other remedy for breach of contract, by giving 30 days' written notice of default sent to Service Provider and if Service Provider fails to cure the default within the notice period, may terminate this Contract in whole or in part.

8.3.1 Effect of Termination

- a. Service Provider agrees that it shall not be relieved of its obligations under the Reverse Transition Mechanism notwithstanding the termination of the Contract/assignment. Reverse Transition Mechanism would typically include service and tasks that are required to be performed /rendered by Service Provider to NABARD or its assignee to ensure smooth handover and transitioning of NABARD's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.
- b. All the terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

- c. Service Provider agrees that after completion of the Term or upon earlier termination of the Contract/assignment Service Provider shall, if required by NABARD, continue to provide warranty services to the NABARD at no less favorable terms than those contained in RFP/Agreement. In case NABARD wants to continue with the Service Provider after the completion of this contract then Service Provider shall offer the same or better terms to NABARD. Unless mutually agreed, the rates shall remain firm.
 - d. NABARD shall make such prorated payment for services rendered by Service Provider and accepted by NABARD at the sole discretion of NABARD in the event of termination, provided that Service Provider is in compliance with its obligations till such date. However, no payment for “costs incurred or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to Service Provider.
 - e. Notwithstanding the termination or expiry of this Agreement, all rights granted to NABARD pursuant to this Agreement shall survive.
 - f. Service Provider shall:
 - i. return any and all Confidential Information of NABARD, whether in written or electronic form, and shall not retain any copies, extracts, derivatives, or other reproductions of the Confidential Information of the requesting Party (in whole or in part) in any form whatsoever;
 - ii. Take reasonable steps to assure that any and all documents, memoranda, notes, and other writings or electronic records prepared or created by the requesting Party, which include or reflect the Confidential Information of the requesting Party, are returned.
 - iii. Provide Declaration of return or destruction of confidential information to NABARD. The last AMC payment will be made on provision of above declaration
- 8.3.2 Termination of this Agreement (except as otherwise agreed to by the Parties) shall not release any Party hereto from any liability or obligation in respect of any matters, undertakings or conditions which shall have been done, observed or performed by that Party prior to such termination or which, at the said time has already accrued to the other Party. However, nothing herein shall affect, or be construed to operate as a waiver of, the right of any Party hereto aggrieved by any breach of this Agreement, to compensation for any injury or damages resulting therefrom which has occurred either before or after such termination.

9. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.

10. WAIVER

The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise any right or remedy to which it is entitled hereunder or thereunder, will not constitute a waiver thereof and will not cause a diminution of the obligations established by this Agreement. A waiver of any default will not constitute a waiver of any subsequent default. No waiver of any of the provisions of this Agreement will be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in “portable document format” (“.pdf”) shall be as effective as signing and delivering the counterpart in person.

12. ENTIRE AGREEMENT AND AMENDMENTS

11.1 This Agreement shall be deemed to be incorporated as part of the Principal Agreement by reference. This Agreement along with the Principal Agreement shall contain the entire understanding of the Parties and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

11.2 No supplement, amendment or modification to this Agreement shall be valid, enforceable or binding upon the Parties unless made in accordance with the provisions of this Agreement.

13. FURTHER ASSURANCE

The Parties shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as reasonably required to give effect to the provisions of this Agreement.

14. NOTICES

13.1 Any notice or other communication to be given by one Party to any other Party under, or in connection with, this Agreement shall be made in writing and signed by, or on behalf of, the Party giving it.

13.2 Service of a notice shall be effected by one of the following methods:

- 13.2.1 by hand to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or
- 13.2.2 by prepaid first-class post to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served at the start of the second Business Day after the date of posting; or
- 13.2.3 by prepaid international airmail to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served at the start of the fourth Business Day after the date of posting; or
- 13.2.4 by email, to the relevant email address set out in Clause 13.4 (Address for Service) and shall be deemed served on the day when the sending of the email is recorded on the sender's computer, unless the sender receives a message from its internet service provider or the recipient's mail server indicating unsuccessful transmission. Any such email should be followed by service of the notice through one of the methods in 13.2.1 through 13.2.3, within 3 (three) Business Days of such email being deemed as served pursuant to this sub-13.2.4.
- 13.3 In Clause 13.2 (Method of Service), "during a Business Day" means any time between 9.30 am and 5.30 pm on a Business Day based on the local time where the recipient of the notice is located. References to "the start of a Business Day" and "the end of a Business Day" shall be construed accordingly.
- 13.4 Notices shall be addressed as follows:
- In case of notice to the Bank
- Name : [Insert]
- Address : [Insert]
- Email address : [Insert]
- To the attention of : [Insert]
- In case of notice to Supplier
- Name : [Insert]
- Address : [Insert]
- Email address : [Insert]
- To the attention of : [Insert]
- 13.5 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 7 (Seven) Business Days' prior written notice. Until the end of such notice period, service on either address shall remain effective.

15. SPECIFIC PERFORMANCE

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Parties from committing any violation or to enforce the performance of the covenants, representations and warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Parties may have at law or in equity, including without limitation a right for damages.

16. SURVIVAL

Any provision of or obligation under this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement or which by their nature survive termination shall survive any such termination or expiration, and shall continue in full force and effect.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Signed, Sealed and Delivered by the

 (Name & Designation) for and on behalf of (Name & Designation) for and on behalf of
 of

_____, One Part (the Vendor)

NABARD, One Part (the Purchaser)

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure XIV: Bank Guarantee Form for Performance Security

To

**The Chief General Manager,
Institutional Development Department
5th floor, E Wing, C-24, G Block
NABARD, Bandra Kurla Complex, Bandra (East)
Mumbai – 400 051.**

WHEREAS (Name and address of the Agency) (hereinafter called –the Agency) has undertaken, in pursuance of RFP/contract no..... dated to offer **“Services of Selecting Consulting Agency on Project for computerisation of PACS for NABARD”**

AND WHEREAS it has been stipulated by you in the said contract that the Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Agency such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of
.....

(amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Agency to be in default under the contract, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consulting Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consulting Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.



The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Consulting Agency.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the NABARD in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

This guarantee shall be valid up to and including the day of, 20.....
.....

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

Annexure-XV: Pre-Bid Integrity Pact

On non-judicial stamp paper of ₹200/-

Between

National Bank for Agriculture and Rural Development (NABARD)

Hereinafter referred to as “**The Principal**”

And

..... hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Selecting Consulting Agency on Project for computerisation of PACS**. The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

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

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

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

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

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

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

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

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

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

Section 8 – Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is

Shri P K Sangewar, IRSS (Retd.)
H No. 12-5-65/1, Flat No.109
Shri Harsha Sethuram Unique, Vijayapuri Colony, South Lalaguda
Secunderabad - 500017
Telangana
Email: sangewarer@gmail.com

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

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

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with Confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

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

(9) The word ‘**Monitor**’ would include both singular and plural.

Section 9 – Pact Duration

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

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

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

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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

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

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



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

(For & On behalf of the Principal)
Bidder/contractor)

(For & on behalf of the

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:

Name: _____

Address: _____

Witness 2:

Name: _____

Address: _____

Annexure-XVI: INDEMNITY BOND

(On Rs.100/- Stamp Paper)

KNOW all men by these presents that I, Shri.....of
M/s.....do hereby execute
Indemnity Bond in favor of National Bank for Agriculture and Rural Development (NABARD), having their Head Office at nd Floor, 'D' Wing C-24, 'G' Block, Bandra Kurla Complex Rd, Bandra East, Mumbai, Maharashtra 400051 and M/s..... having their office at on this day of..... 2022.
WHEREAS NABARD have appointed M/s.....as the Project Consulting Agency for their proposed work relating to“.....”.

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/shereby do Indemnify, and same harmless NABARD against and from

1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us.
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
4. any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/shas set his/their hands on thisday

of 2022.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

(1)

(2).....