Request for Proposal for Nab Treasury Application

National Bank for Agriculture and Rural Development (NABARD)
Department of Information Technology
5th Floor, 'C' Wing C-24, 'G' Block
Bandra Kurla Complex, Bandra (East)
Mumbai - 400051
Maharashtra
Ph: 022-26539667

Important Disclaimer:
This Request for Proposal (RFP) is not an offer by NABARD, but an invitation to receive response from eligible interested bidders for the Nab Treasury Application. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the Bidders. This document should be read in its entirety.
# Nab Treasury Application

## Table of Contents

1. **CRITICAL INFORMATION** ................................................................. 2

2. **INTRODUCTION AND DISCLAIMERS** ........................................... 8

   2.1. Purpose of RFP .................................................................................. 8

   2.2. Parties to the RFP ............................................................................. 9

   2.3. Information Provided ........................................................................ 9

   2.4. Disclaimer ........................................................................................ 9

   2.5. Costs to be borne by Respondents .................................................. 9

   2.6. No Legal Relationship ....................................................................... 10

   2.7. Recipient Obligation to Inform Itself ............................................... 10

   2.8. Errors and Omissions ...................................................................... 10

   2.9. Acceptance of Terms ....................................................................... 10

   2.10. Requests for Proposal ..................................................................... 10

   2.11. Notification ...................................................................................... 11

3. **BACKGROUND** ................................................................................. 12

   3.1. About NABARD ............................................................................... 12

   3.2. Subsidiary/Associate Organizations of NABARD ............................. 12

   3.3. Current Setup ................................................................................... 14

   3.4. RFP Objective .................................................................................. 18

4. **SCOPE OF WORK** ............................................................................. 19

   4.1. Project Scope, Objective, and Goal .................................................. 19

   4.2. Detailed Requirements ...................................................................... 18

   4.3. Change in Scope .............................................................................. 19

   4.4. Executive Summary of the Service Providers Response ................ 21

5. **RESPONSE TO RFP** .......................................................................... 23

   5.1. Bidder’s Response ........................................................................... 23

   5.2. Submission of Bids .......................................................................... 25

   5.3. Opening of Bids .............................................................................. 26

6. **INFORMATION TO SERVICE PROVIDERS** ....................................... 28

   6.1. Pre-bid Meeting ................................................................................ 28

   6.2. Amendment to the Bidding Document .............................................. 28

   6.3. Language of Bid .............................................................................. 28

   6.4. Documents Comprising the Bid ....................................................... 29

   6.5. Bid Currency .................................................................................... 29

   6.6. Earnest Money Deposit (EMD) .......................................................... 29

   6.7. Period of Validity of Bids ................................................................. 30
Nab Treasury Application

6.8 Deadline for submission of Bids .................................................. 30
6.9 Late Bids .................................................................................. 30
6.10 Modification and/or Withdrawal of Bids ...................................... 30
6.11 Conditional Bids .................................................................. 31
6.12 Contacting the Bank ................................................................. 31
6.13 Opening of Bids by the Bank ..................................................... 31
6.14 Pre-contract Integrity Pact ......................................................... 31
6.15 Documents to be submitted ...................................................... 32
6.16 Erasures or Alterations ............................................................... 32
6.19 Public Procurement Policy on Micro and Small Enterprises (MSEs)... 32
6.20 Release from Liability ............................................................... 33
6.21 Conflict of Interest .................................................................. 33
6.22 Disqualifications .................................................................. 34

7. Minimum Eligibility Criteria ....................................................... 35
8. Evaluation Methodology ............................................................... 36
9. Liquidated Damages ................................................................ 39
10. Special Terms and Conditions .................................................... 41
10.1 Duration of Contract ................................................................. 41
10.2 Award and Signing of Contract .................................................. 41
10.3 Price ..................................................................................... 41
10.4 Payment Schedule ................................................................ 42
10.5 Termination of Contract ............................................................ 43
10.6 Termination for Insolvency ....................................................... 43
10.7 Consequences of Termination .................................................. 44
10.8 Periodic Review & Inspection .................................................... 44
10.9 Project Timelines .................................................................. 44
10.10 Acceptance ......................................................................... 45

11. General Terms and Conditions .................................................. 46
11.1 Definitions ............................................................................. 46
11.2 Use of Contract Documents and Information ................................ 49
11.3 Personnel and Inspection of Records ......................................... 49
11.4 Subcontractors ..................................................................... 50
11.5 Governing Language ............................................................... 51
11.6 Applicable Laws ................................................................... 51
11.7 Compliance with all Applicable Laws ....................................... 51
11.8 Compliance in obtaining Approvals / Permissions / Licenses ........ 51
11.9 Performance Security .............................................................. 52
Nab Treasury Application

11.10 Forfeiture of Performance Security .......................................................... 52
11.11 Right to Alter Quantities ........................................................................ 52
11.12 No Commitment to Accept Lowest or Any Offer ...................................... 52
11.13 Information Security .................................................................................. 53
11.14 Assignment and Change of Control .......................................................... 53
11.15 No Employer – Employee Relationship ..................................................... 53
11.16 Business Continuity ................................................................................... 54
11.17 Co-operation .............................................................................................. 54
11.18 Intellectual Property Rights and Ownership .............................................. 54
11.19 Corrupt and fraudulent Practice ................................................................ 55
11.20 Waiver ......................................................................................................... 56
11.21 Cumulative Remedy ................................................................................... 53
11.22 Confidentiality ............................................................................................ 53
11.23 Service Level Agreement .......................................................................... 58
11.24 IPR Infringement ....................................................................................... 59
11.25 Limitation of Liability ............................................................................... 60
11.26 Audit ........................................................................................................... 61
11.27 Right of Publicity ....................................................................................... 62
11.28 Indemnity .................................................................................................... 62
11.29 Force Majeure ............................................................................................. 65
11.30 Resolution of Disputes .............................................................................. 66
11.31 Other Clauses ............................................................................................. 68
11.32 Representation and Warranties ................................................................. 69
11.33 Deliverable Documentations ..................................................................... 72
12. Annexure I – Bid Forwarding Letter ............................................................ 73
13. Annexure II : Details of Bidder ..................................................................... 74
14. Annexure III : Minimum Eligibility Criteria ............................................... 77
15. Annexure IV – Evaluation Methodology ....................................................... 79
16. Annexure V – Commercial Bid .................................................................. 81
17. Annexure VI – Letter of Authorisation to Bid .............................................. 85
18. Annexure VII – Non-Blacklisting .................................................................. 86
19. Annexure VIII – Earnest Money Deposit/Bid Security Form ....................... 87
20. Annexure IX – Pre-Contract Integrity Pact ................................................. 90
21. Annexure X – Statement of Deviations ....................................................... 95
22. Annexure XI – Bank Mandate Form ............................................................. 96
23. Annexure XII – Compliance Statement ...................................................... 97
25. Annexure XIV – Performance Bank Guarantee Format ......................... 104
Nab Treasury Application

26. ANNEXURE XV – CONTRACT FORM .................................................. 107
27. ANNEXURE XVI – SERVICE LEVEL AGREEMENT .......................... 112
28. ANNEXURE XVI – PRE BID QUERY FORMAT ............................... 112
29. ANNEXURE VIII – SCOPE OF WORK .................................................. 152
30. ANNEXURE XIX – TECHNICAL SPECIFICATIONS ......................... 162
31. ANNEXURE XX – RESOURCES PROFILE ........................................... 168
Nab Treasury Application

1. Critical Information


<table>
<thead>
<tr>
<th>Tender Reference No and Date</th>
<th>No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender For</td>
<td>Nab Treasury Application</td>
</tr>
<tr>
<td>Cost of RFP (Non-Refundable)</td>
<td>No cost will be charged for the tender document downloaded by the bidders. Rs.1000/- (Rupees One Thousand Only) in the form of DD in favour of NABARD payable at Mumbai should be deposited if Hard Copy is to be supplied.</td>
</tr>
<tr>
<td>Earnest Money Deposit (Refundable)</td>
<td>Remittance of Rs. 30,00,000/- (Rupees Thirty Lakh Only) to NABARD's Account. The UTR No for this transaction has to be indicated in the Bid Document.</td>
</tr>
<tr>
<td>Name of Account</td>
<td>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</td>
</tr>
<tr>
<td>Bank Name</td>
<td>NABARD</td>
</tr>
<tr>
<td>Branch Name</td>
<td>HEAD OFFICE, MUMBAI</td>
</tr>
<tr>
<td>IFS CODE</td>
<td>NBRD0000002</td>
</tr>
<tr>
<td>Account Number (VAN)</td>
<td>NABADMN07</td>
</tr>
</tbody>
</table>

OR
Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 180 days from the date of opening of tender as per format given in Annexure-IV.

<p>| Date of Issue of RFP        | 28 July 2022                                        |
| Date of Pre-Bid Meeting     | 10 August 2022, 2:00 PM                             |
| Last date for submission of pre-Bid queries | 5 August 2022, 6:00 PM  | All queries should be sent to <a href="mailto:dit@nabard.org">dit@nabard.org</a> with cc to <a href="mailto:pravesh.gangwar@nabard.org">pravesh.gangwar@nabard.org</a> |</p>
<table>
<thead>
<tr>
<th>Nab Treasury Application</th>
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</thead>
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<table>
<thead>
<tr>
<th>Reply to pre-Bid queries</th>
<th>23 August 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last date &amp; time for submission of Bid</td>
<td>5 September 2022, 3:00 PM</td>
</tr>
<tr>
<td>Opening of Technical Bid</td>
<td>6 September 2022, 3:00 PM</td>
</tr>
<tr>
<td>Opening of Commercial Bid</td>
<td>Would be intimated later.</td>
</tr>
<tr>
<td>Opening of tenders</td>
<td>e-tendering at <a href="https://nabard.eproc.in">https://nabard.eproc.in</a></td>
</tr>
<tr>
<td>No. of e-bid documents to be submitted online</td>
<td><strong>Technical Bid:</strong> Including Cost for RFP Document + EMD (UTR No. &amp; date/BG) + Documents as per Check List + <strong>Commercial Bid</strong></td>
</tr>
<tr>
<td>Contact Numbers</td>
<td>Shri Pravesh Gangwar, Manager 022-26539667, +919599773516</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:dit@nabard.org">dit@nabard.org</a>, <a href="mailto:pravesh.gangwar@nabard.org">pravesh.gangwar@nabard.org</a></td>
</tr>
</tbody>
</table>
Nab Treasury Application

2. Introduction and Disclaimers

2.1. Purpose of RFP

2.1.1. The National Bank for Agriculture and Rural Development hereinafter called “NABARD” or “Bank” or “Purchaser” or “Buyer” issues this ‘Request for Proposal, hereinafter called “RFP” with the purpose to acquire an NABARD Treasury Application (NTA) for conducting its day-to-day Treasury operations. The purpose of the proposed NTA is to help achieve operational efficiencies by eliminating the manual work currently performed in the Treasury & borrowings function of the bank and present system not fully compatible to meet our requirements. The solution should have features including but not limited to deal capturing, what-if-analysis, scenario simulations, structuring of products, pricing, valuation, risk & limit monitoring across the bank, cash flow management, The proposed system should provide efficient and scalable solution, having seamless integration with various market data sources, dealing platforms, regulatory platforms, other external & internal systems and interfaces as per NABARD current and future needs. Key drivers for the new solution are as follows:

2.1.1.1. Handling of all existing and future asset classes present in National/international markets
2.1.1.2. Robust workflow and parameterized rule based engine
2.1.1.3. Robust Compliance Rule engine to effectively manage all internal and regulatory Limits
2.1.1.4. Seamless data interface capabilities with various internal and third party applications
2.1.1.5. Flexibility and scalability in the system for generation of various business transactions and user defined reports
2.1.1.6. Multi Currency (International borrowings)
2.1.1.7. Efficiency and ease-of-use of the system.

2.1.2. This RFP is a guiding document to select the Bidder on the basis of its capabilities and experience. All scope and specifications as mentioned in this RFP and the annexed documents are only indicative, but not limited, in nature and hence, the Bidder is requested to note the same. The participating Bidder is required to provide detailed inputs so that NABARD has the best technical-commercial solution for this project. The above mentioned NABARD Treasury Application (NTA) need to be implemented in Bank’s Data Center (DC) and Disaster Recovery (DR) site. This Request for Proposal document (“RFP document” or “RfP” or “RFP”) has been prepared solely for the purpose of enabling the National bank for Agriculture & Rural Development, referred as the ”Bank” hereafter, to shortlist suitable vendor. Bidders are requested to submit their bids strictly conforming to the schedule and terms and conditions given in Annexures attached. This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the
Nab Treasury Application

Bank and any successful bidder as identified by the Bank after completion of the selection process.

2.2. Parties to the RFP

The Parties in the RFP shall be referred as below:

2.2.1. “The Bank”, “NABARD”, “Purchaser”, “Buyer” means National Bank for Agriculture and Rural Development (NABARD);


2.3. Information Provided

2.3.1. The RFP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending bidder to determine whether or not to submit a response/bid or enter into a contract or arrangement with NABARD.

2.3.2. Each Recipient should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice.

2.3.3. Neither NABARD nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of this document.

2.4. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by applicable law, NABARD and its directors, officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NABARD or any of its officers, employees, contractors, agents, or advisers.

NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. NABARD has the right to continue with these activities, modify the sequence of activities, add new activities, or remove some of the activities, as dictated by the best interests of NABARD. NABARD reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

2.5. 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 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.
2.6. No Legal Relationship

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

2.7. 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.

2.8. Errors and Omissions

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

2.9. 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 and the schedules and annexures to the RFP. Deviations, if any, are to be specified as per Annexure X.

2.10. Requests for Proposal

2.10.1. Recipients are required to direct all communications related to this RFP, through the nominated point of Contact Person

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Pravesh Gangwar</th>
<th>J Hariharan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
<td>Manager</td>
<td>Assistant General Manager</td>
</tr>
<tr>
<td>Email ID</td>
<td><a href="mailto:pravesh.gangwar@nabard.org">pravesh.gangwar@nabard.org</a></td>
<td><a href="mailto:j.hariharan@nabard.org">j.hariharan@nabard.org</a></td>
</tr>
<tr>
<td>Telephone No.</td>
<td>022-26539667</td>
<td>022-26539065</td>
</tr>
</tbody>
</table>
Nab Treasury Application

2.10.2. NABARD may, in its absolute discretion, seek additional information or material from any of the Respondents after the RFP closes and all such information and material provided must be taken to form part of that

2.10.3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

2.10.4. If NABARD, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NABARD reserves the right to communicate such response to all Respondents.

2.10.5. NABARD may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

2.11. Notification

NABARD will notify all short-listed Respondents in NABARD website or by writing or by mail as soon as practicable about the outcome of the RFP process. NABARD is not obliged to provide any reasons for any such acceptance or rejection.
Nab Treasury Application

3. Background

3.1. About NABARD

National Bank for Agriculture and Rural Development is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as “NABARD” or “the Bank” or “Purchaser” or “Buyer”) having its Head Office at C-24,'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 (hereinafter referred to as “NABARD Head Office”) and regional offices, training establishments and other setups in different cities across India.

The mission of NABARD 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.

NABARD’s initiatives are aimed at building an empowered and financially inclusive rural India through specific goal-oriented interventions which can be categorized broadly into three heads: financial, developmental and supervision, touching almost every aspect of rural economy. From providing refinance support to building rural infrastructure, from preparing district level credit plans to guiding and motivating the banking industry in achieving these targets, from supervising Rural Cooperative Banks (RCBs) and Regional Rural Banks (RRBs) to help them develop sound banking practices and on-boarding them to the Core Banking Solutions platform, from designing new banking schemes to the implementation of Government of India’s (GoI) development schemes, from upgrading skill handicraftsmen to providing them a marketing platform for selling these articles, it touches millions of rural lives across the country. Detailed information regarding the functions of the Bank is provided on NABARD’s website www.nabard.org.

3.2. Subsidiary/Associate Organizations of NABARD

3.2.1. NABCONS : NABARD Consultancy Services (www.nabcons.com)

NABARD Consultancy Services (NABCONS) is a wholly owned subsidiary promoted by NABARD and is engaged in providing consultancy in all spheres of agriculture, rural development and allied areas. NABCONS leverages on the core competence of NABARD in the areas of agricultural and rural development, especially multidisciplinary projects, banking, institutional development, infrastructure, training, etc., internalized for more than two decades.

3.2.2. NABFINS : NABARD Financial Services (www.nabfins.org)

NABFINS is an initiative of NABARD born out of serious concerns about the practices of NBFC MFIs in the mid-2000. Entrusted with the responsibility of promoting microfinance sector besides scaling up SHG-Bank Linkage, NABARD thought it fit to form a Micro Finance institution on a pilot basis with the objective of developing it as a model NBFC in the country which will facilitate setting up of benchmarks and standards for the MFI sector. In particular, NABFINS objective was to ensure that the various maladies found in the NBFC MFI sector such as lack of transparency in accounting and disclosure, high transaction cost, lack of diversification in
Nab Treasury Application

products, increased rates of interest, coercive collection practices etc. are sought to be eliminated by establishing a fair and transparent Micro Finance Institution.

3.2.3. **NABKISAN : NABKISAN Finance Limited (www.nabkisan.org)**

NABKISAN is a subsidiary of National Bank for Agriculture and Rural Development with equity participation from NABARD, Govt. of Tamil Nadu, Indian Bank, Indian Overseas Bank, Tamilnad Mercantile Bank, Canara Bank, ICICI Bank, Federal Bank, Lakshmi Vilas Bank and a few Corporates / Individuals. The company is notified as a Non-Banking Finance Company (NBFC) by RBI. The main objective of the company is to provide credit for promotion, expansion and commercialization of enterprises engaged in agriculture, allied and rural non-farm activities. NABKISAN is providing support for livelihood/ income generating activities by extending credit to Panchayat Level Federations, Trusts, Societies and Section 25 companies/ MFIs for on-lending to its member SHGs/ JLGs.

3.2.4. **NABVENTURES Limited (www.nabventures.in)**

NABVENTURES Ltd, incorporated by NABARD under the Companies Act, will provide early -stage support for agriculture and rural enterprises and fill the gap of adequate institutional support to them.

3.2.5. **NABSAMRUDDHI Finance Limited (www.nabsamruddhi.org)**

NABSAMRUDDHI Finance Limited was incorporated under Companies Act, 1956 on 17 February 1997 under the name of Agri Business Finance Limited (ABFL) and registered as Non-Banking Financial Company with the Reserve Bank of India. It is promoted with equity participation from National Bank for Agriculture and Rural Development, Andhra Bank, Canara Bank, Government of Andhra Pradesh, Government of Telangana, Andhra Pradesh State Cooperative Bank, Telangana State Cooperative Apex Bank and a few Industrial Houses / individuals from the State.

The objective of NABSAMRUDDHI is to provide credit facilities to individuals and legal entities for promotion, expansion, commercialization and modernization of enterprises and individuals engaged in non-farm activities including microfinance, MSME, housing, education, transport, etc.

3.2.6. **NABFOUNDATION (www.nabfoundation.in)**

NABFOUNDATION, a not for profit, wholly owned subsidiary of NABARD has been successfully incorporated on 31 August 2019 under Companies Act, 2013. NABFOUNDATION aims to emerge as a strong and vibrant institution so that other financial institutions, Government agencies and Corporates would avail its services for implementation of various development projects in the agriculture and rural sector.

3.2.7. **NABSANRAKSHAN (www.nabsanrakshan.org)**

NABSanrakshan Trustee Company Private Limited is a wholly owned subsidiary of NABARD with an authorised capital of ` 100 crore.
Nab Treasury Application

NABSanrakshan aims to carry out credit guarantee and related activities towards sustainable and equitable agriculture and rural development. Agriculture and allied industry being a priority for the economy in creating new avenues for development, NABSanrakshan will provide the necessary fillip to the growth of the sector, through access to finance.

3.2.8. Please visit NABARD website (www.nabard.org) for complete list of subsidiary /associate organization of NABARD.

3.3. Current Setup

3.3.1. Data Center

NABARD has hosted its corporate Data Center (DC) on a Co-location model in Mumbai. The DC corresponds to Tier-III DC standards.

3.3.2. Disaster Recovery Site

NABARD has a Disaster Recovery (DR) Site on a Co-location model in Faridabad, Haryana. All critical IT Services provisioned for delivery from DR.

3.3.3. Current setup and architecture of TALMS

Currently, the treasury department of NABARD is an integral function of the Bank. It is responsible for managing the consolidated fund of the Bank and ensures that the Bank generates consistent returns. It is involved in daily trading activities (investments) and borrowings of funds. The function of the NABARD treasury vertical includes liquidity and fund management, risk monitoring, trading and investment, valuation and accounting. TALMS (Treasury & Asset Liability Management Solution) is used for Deal Entry by front office and by Treasury Back office for trade confirmation, processing, settlement and accounting. Some of the operations in front office, back office and mid office are performed manually through excels which need to be automated. The current activities carried out by the Treasury vertical consist of the following:

Front Office (Investment)

✓ Liquidity and Fund management
✓ Trade Capture
✓ Trade entry in TALMS
Nab Treasury Application

Front Office (Borrowings)
Mobilisation of funds through various instruments available as per the regulatory guidelines

Mid Office Requirements:
Requirement of studying the existing systems of the Bank and to provide an integrated system which comprises of the following functionalities pertaining to Mid Office.

✓ Risk Based Data Reporting to RBI
The solution should support RBI’s directives and guidelines issued from time to time pertaining to Treasury & Risk Management.

✓ Monitoring of Treasury Operations
Both Investments in domestic and Exposures (Investments, Borrowing, Lending & Derivates) made in Foreign Currency needs to be monitored. The system should be capable of aligning with all applicable policies of the Bank.

✓ Limit Management
The system should have the capability to capture data at dealer level regarding trades and cut loss limit monitoring. Broker level information should also be captured in the system.

Back Office (Investment)
✓ Trade confirmation
✓ Trade Settlement
✓ Accounting
✓ RBI / CCIL softwares accessing and reporting
✓ Reconciliation of SGL & CSGL, demat account (Manually)

Back Office (Borrowings)
✓ Trade confirmation
✓ MCF
✓ Corporate action
Nab Treasury Application

- Accounting
- Servicing
- Compliance to Stock exchanges, RBI, Depositories, SEBI

The list of treasury products currently used by the Bank are as follows:

- Interbank – Placements, Deposits
- Money Market – CP, CD, TREPS, Mutual funds
- Fixed Income & Capital Markets – G-Sec, T-Bills, Bonds/NCDs (Proprietary book), Equity
- Derivatives – Interest Rate Swaps, Options (FX), Cross Currency Swaps, Forward Rate Agreement

The above is not exhaustive, further products will be added as and when approved by the Regulators with due internal approval from the Bank’s Board.

The existing database for TALMS application is Oracle (12 C). The Bank is using the latest oracle DB versions in other applications. CLMAS by IDA is being used as CBS in the bank. Average number of transactions at present are approx. 15000 per year; Volume is expected to be increased by 15% p.a. The present number of users at Treasury Vertical is approx. 30. Incrementally, the users may grow by 10% p.a. The proposed Nab Treasury Application should support all the standard and futuristic treasury products, processes and functionalities. Currently, business applications have been deployed centrally at the DC and DR site in virtualized environment using VMWare, Citrix XenApp and Web Servers. Applications are accessed over WAN using Citrix web client or Internet browser. The client machines need to have Citrix web client and J-Initiator (Java utility) installed to access the applications. Oracle Database is being used to store all business-critical data. Most of the application servers are configured in load balancing mode.

Indicative List of Applications to be integrated with proposed NABARD Treasury Application (NTA)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Application Name</th>
<th>Use of the Application</th>
<th>Platform</th>
</tr>
</thead>
</table>
| 1       | CLMAS            | NABARD CBS             | OS-Redhat Linux 8  
          |                  |                        | Middleware – Jboss 5.1  
          |                  |                        | DB Oracle 19 C |
### Database Server

- Database Server: "PostgreSQL 11.6 (EnterpriseDB Advanced Server 11.6.13), compiled by Visual C++ build 1914, 64-bit"

### Database version

- Database version - Oracle 12c Enterprise Edition Release 12.2.0.1.0 - 64bit

### Operating System

- Operating System - Linux 3.10.0-1062.el7.x86_64.
- O.S : Red Hat Enterprise Linux Server release 7.9 (Maipo)

### CCIL Platforms for NDS-OM and TREPS

- Money Market and G Sec investment

### e-Kuber

- RBI Balances, SGL Balances, Security Pledging/Depledging, purchase/sale of G Sec & T bill in auction

### NSE Platform (Gateway)

- BRICSONLINE software for bond transactions

### FTRAC

- CCIL platform for reporting of CPs/CDs etc

### NSE e steady

- Equity Settlement

### FBIL

- Benchmark rates

### FIMMDA

- Benchmark rates

### AMFI

- Rates for valuation

### Bloomberg and Cogencis Terminal

- Live market update

### Excel

- Upload/export

### CCIL e notice

- Pledging/depledging of securities

### Datawarehouse

- Dataflow from NTA to Datawarehouse on EOD
3.4. RFP Objective

3.4.1. Objective

i. NABARD intends to engage the Service Provider responsible for requirements of commissioning, installation, implementation, maintenance, monitoring, updates, upgrades, replacements, troubleshooting day-to-day operation management of Treasury Application.

ii. The period of Contract would be 5 years from the execution of the Contract. This period of Contract may be extended mutually by one year.
Nab Treasury Application

4. Scope of Work

The scope of work includes the below mentioned:

4.1. Project Scope, Objective, and Goal

4.1.1. Objectives and Requirements

The Finance Department undertakes the following activities

4.1.1.1. Estimation of fund requirements over a defined time horizon within the limits of the business budget
4.1.1.2. Mobilisation of funds through various instruments available as per the regulatory guidelines
4.1.1.3. Liquidity management through various financial instruments
4.1.1.4. Servicing of financing instruments as per the agreed terms and conditions
4.1.1.5. Compliance to statutory / regulatory / contractual obligations relating to financing instruments
4.1.1.6. Compliance relating to Financial Reporting
4.1.1.7. MIS for internal and external stake holders - risk management, periodical report to management (daily, quarterly, half-yearly, Annual), rating agencies, service providers (RTA, IPA etc), regulators and stock exchanges

4.1.2. Activities undertaken by the department, in its regular course of business, is given in Annexure XVIII. Keeping the present requirements drawn from Annexure XVIII and the expected future requirements, the scope of work for the RFP is broadly defined as under:

4.1.3. The NABARD Treasury Application is expected to provide the following services

4.1.3.1. The software should be able to originate, manage/service (including valuation), accounting, financial reporting, regulatory / compliance reporting. Towards this end, the software should be able to Interface with the various applications like Negotiated Dealing System – Order Matching, TREPS / CROMS dealing system, e-Kuber, EBP, NSE, BSE, BENPOS, RTAs, CLMAS, F-TRAC, AMFI, FIMMDA, NCDL, CSDL, CCIL, Credit bureau(s), Bloomberg, Cogencis, FBIL, ERMS and other incidental service providers

4.1.3.2. Complete package on Cash flow management – preparation of Projected Cash flow Report through system based on user defined time horizon based on projected inflows and outflow of funds from various internal and external systems. Interaction with present payment tray systems to arrive at realtime outflow of funds and interaction with RBI settlement account for tracking inflows. Presenting Real time cash position based on inflow of funds, outflow of funds and treasury transactions (TREPS, CROMS) through a dashboard system as well as customizable reports system.

4.1.3.3. Facility for customizable rule based workflow based delegation of powers
Nab Treasury Application

4.1.3.4. Facility to create business rule engines for different activities relating to investment and incidental services

4.1.3.5. Straight through processing of the completed deals with maker and checker with clear audit trail

4.1.3.6. Facility to manage investments, including different interest calculation based on industry based universally accepted practices with a facility to amend the calculation with a due approval

4.1.3.7. Facility to comply with the guidelines issued by the regulators relating to classification, valuation of the investments from time to time

4.1.3.8. Facility for generation of standard reports for statutory/regulatory compliance, internal and external stakeholders in any or all format ie. pdf, csv, excel and xbrl

4.1.3.9. Facility to generate customizable reports, as and when required

4.1.3.10. Facility to generate reports in compliance to financial reporting requirements (IGAAP, Ind AS, IFRS)

4.1.3.11. Automated trigger for messages based on a business rule engine should also be in place which would generate and forward messages as per the defined rules.

4.1.3.12. As far as feasible, the software should enable the completion of the transactions with minimum manual intervention

4.1.3.13. The migration of the data from the legacy system(s)

4.1.3.14. Mid office and Department of subsidiaries and strategic Investment (DSSI) requirement as indicated in the Annexure XVIII.
4.2 Change in Scope

NABARD may, depending on its strategic and business requirements, decide to make modifications, alterations and additions from time to time to the Project, Services, or Deliverables of the Project. In such an event, NABARD shall provide a detailed proposal to the Service Provider specifying such requested changes (“Change Request”). Service Provider shall evaluate each Change Request. The rates and charges payable for executing the Change Requests shall be determined on pro-rata basis as per the rates used to determine the Contract Price. Based on this calculation, the Service Provider shall submit to NABARD, a written response indicating time and cost for such Change Request within 3 (three) Business Days following receipt thereof (“Change Request Response”). Service Provider’s Change Request Response shall include a statement of the availability of the Service Provider’s personnel and resources, as well as any impact the proposed changes will have on the Contract Price, Deliverables of this RFP or the Contract, as the case may be. NABARD, if necessary, through a designated committee, may use its reasonable efforts to accept, reject, or propose modifications to each such Change Request Response within 15 (fifteen) Business Days following receipt thereof. The Service Provider shall agree to co-operate with such committee and furnish any further information as may be required by the committee to accept, reject or propose modifications to the Change Request Response. Upon acceptance by NABARD of a Change Request Response, the Services, Deliverables, and/or Project shall be amended by means of a written, jointly executed addendum to the Contract, which shall be considered as an integral part of the original Contract. In the event NABARD rejects a Change Request Response, NABARD shall be entitled to appoint or engage any third party service provider in respect of the Change Request. The Service Provider shall agree to co-operate with such third-party service provider.

Any Upgrade or Enhancement in relation to the Solution or any Services required to be rendered by the Service Provider shall not be deemed to be modifications, alterations and additions to the Project, Services, or Deliverables of the Project requiring a Change Request to be made by NABARD. All Upgrades, Enhancements and Services shall be undertaken by Service Provider at its own cost, as per the terms hereof.

Since the Contract Price is determined mutually by parties, any payment to be made for any Change Request will be determined on a pro-rata basis as per the mutually decided Contract Price.

4.3. Executive Summary of the Bidders Response

The bidder in the Executive Summary should furnish synopsis of their responses to the RFP in not exceeding 15 pages. The bidder should give a brief write up relating to their capability, past experience of similar solution.

4.3.1. A synopsis of the understanding of the business requirements
4.3.2. A explanation of the approach, resources and softwares for of the proposed solution
Nab Treasury Application

4.3.3. The hardware and software requirements, data models, technologies, data management, storage, backup, recovery, etc.

4.3.4. Deployment of resources and tools to achieve the objectives of this RFP.

4.3.5. Any other relevant recommendation that the bidder has to make.
5. **Response to RFP**

5.1. **Bidder’s Response**

5.1.1. **Preparation of Bids**

The bidder should use the entire information furnished in the RFP including scope, detailed requirements, functional and technical specifications, other Annexures, Appendices and other terms and conditions to submit their response. The bidder is expected to examine all instructions, forms, terms, and specifications in the RFP.

The bidder has to submit the response to the RFP by way of a Bid comprised of:

5.1.1.1. Technical Bid indicating the response to the technical requirement specifications and functional requirement specifications

5.1.1.2. Commercial Bid furnishing all the relevant information as required.

The bidders should submit both Technical Bids and Commercial Bids online in https://nabard.eproc.in. The Bid either technical or commercial, submitted cannot be withdrawn / modified after submission of Bids.

Failure to furnish all information required as per the RFP or submission of Bids not responsive to the RFP in every respect will be at the bidder’s risk and shall be liable for rejection by NABARD.

5.1.2. **Authorized Signatory**

The bidder shall submit the Bid authenticated by an authorized person from any of their offices in India, preferably from an office of the bidder located in Mumbai (a certified copy of the letter of authority/board resolution in this regard shall be furnished along with the Bid). The bidder’s authorized signatory shall authenticate by sign and seal, each page of the Bid in original and photocopies including brochures / pamphlets / write-up etc. Bids with eraser / over writing / cutting are liable to be rejected. If required, the corrections can be made by scoring out entries and writing afresh and the authorized signatory should authenticate such corrections.

5.1.3. **Cost of Preparing the Bids**

The cost of preparing the response to this RFP and submission of the Bid will be borne only by the bidder and NABARD will not be liable for payment of any such costs, regardless of conduct or outcome of the bidding process.

5.1.4. **Clarification on RFP document**

The bidder shall carefully examine and understand the specifications / conditions of the RFP, intent of the RFP and seek clarifications in accordance with the RFP, if required to ensure that they have understood all specifications / conditions / intent of RFP for implementing the Nab Treasury Application in total.
The bidder in all such cases should seek clarification in writing in the same serial order of that of RFP by mentioning relevant page number and clause number of RFP and such clarifications should be sought, by submitting a list of queries as per Annexure XVI – Pre-Bid Query Format in writing to NABARD on or before 6:00 PM on 05/08/2022.

All clarifications/queries on the RFP are to be in writing and are to be addressed to dit@nabard.org.

5.1.5. Pre Bid Meeting

NABARD shall hold a pre-bid meeting at on 10/08/2022 at its Head Office in Mumbai to clarify the queries raised by the bidders. No change in date and time will be entertained and NABARD will hold the meeting even if some bidder chooses to be absent or are unable for any reason to be present during the meeting. No individual consultation shall be entertained and no clarifications other than those sought during or before the above meeting shall be entertained. No oral consultation other than during meeting will be entertained.

The clarifications of NABARD including the queries raised by bidder would be posted on the Bank’s website (www.nabard.org) and these will be binding on all bidders and such clarifications will be deemed to form part of RFP. Bidders should note to give their responses by taking the clarifications given by NABARD also into consideration. The response to the Bid should not carry any sections like clarifications, ‘as orally told’, ‘to be discussed’, interpretations, assumptions and/or conditions. With the submission of the Bid, the bidder acknowledges that they have carefully studied and understood the RFP in complete.

5.1.6. Addendum to RFP

NABARD may modify the RFP by issuing addenda for any reason, at any time prior to final date of submission of response to RFP. The addendums to the RFP as issued from time to time would be posted on the Bank’s website (www.nabard.org) and these will be binding on all bidders and such addendums will be deemed to form part of RFP.

5.1.7. Language of the Bid

Both technical and Commercial Bids shall be submitted in English language as per this RFP.

5.1.8. Validity of Bids

The Bids shall remain valid for a period of 180 days from the last date of opening of Commercial Bids. All responses including Commercial Bids and Technical Bids would be deemed to be irrevocable and unconditional offers / proposals from shortlisted bidders and shall, if accepted by NABARD, deemed to form part of the final contract between NABARD and the selected bidder. NABARD may notify extensions of the Bid validity period, if required at its sole discretion prior to the date of Bid submission.
Nab Treasury Application

5.1.9. Bidder Quote / Offer

All responses received after the due date / time would be considered late and would be rejected. All responses by the shortlisted bidders to this RFP document shall be binding on such shortlisted bidders for a period of 180 days after the opening of the Commercial Bids or such other timeframe as may be notified by NABARD prior to the Bid submission date. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Bidders are required to quote for all the components mentioned in the section ‘Scope of Work’ of this document. In case the bidders do not quote for any of the components, the response would be deemed to include the quote for such unquoted components. NABARD reserves the right not to permit changes in the technical specifications and not to evaluate the offer in case of non-submission of technical details in the required format or partial submission of technical details.

5.2. Submission of Bids

5.2.1. Online Bid

Technical Bid containing documents supporting eligibility criteria (Annexure III) along with other documents and Commercial Bids to be submitted online in https://nabard.eproc.in.

Further the bidder has to quote for all the components for Nab Treasury Application. NABARD may at its discretion wherever beneficial, procure licenses for some software separately, based on any existing agreements entered into for purchase of such software.

5.2.2. Earnest Money Deposit

5.2.2.1 The earnest money deposit (“EMD”) should be furnished through:

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

<table>
<thead>
<tr>
<th>Name of Account</th>
<th>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Name</td>
<td>NABARD</td>
</tr>
<tr>
<td>Branch Name</td>
<td>HEAD OFFICE, MUMBAI</td>
</tr>
<tr>
<td>IFS CODE</td>
<td>NBRD00000002</td>
</tr>
<tr>
<td>Account Number (VAN)</td>
<td>NABADMNO7</td>
</tr>
</tbody>
</table>

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

5.2.2.1 Bank Guarantee (BG) 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 - VIII.
Nab Treasury Application

5.2.2.2. No interest will be payable on EMD under any circumstances

5.2.2.3. Submission of EMD deposit proof 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.

5.2.2.4. The Technical Bid will be evaluated only for those bidder who submit EMD deposit proof.

5.2.2.5. The EMD of the bidder not qualified under Technical Bid will be returned within 15 days after opening the Commercial Bid of the technically qualified bidder. The EMD of qualified bidder will be returned upon the selected bidder signing the contract and furnishing the Performance Bank Guarantee.

5.2.2.6. 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

5.2.2.7. Bidder having been notified of acceptance of its Bid by NABARD during the period of Bid validity:
   a. Fails or refuses to execute the agreement if required; or
   b. Fails or refuses to furnish the performance security, in accordance with the conditions of contract executed
   c. Offers made without the EMD will be rejected.

5.2.3. Compliance Statement

The Bidder shall certify the compliance or deviation of all clauses, terms, conditions and specifications stipulated in the RFP.

Non submission of duly filled & signed Compliance Statement will make the Bid liable for rejection.

5.3. Opening of Bids

5.3.1. Opening of Technical Bids

5.3.1.1. The Technical Bid shall be opened online on portal on 06/09/2022 at 3:00 PM at NABARD Head Office, Plot C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051. The bidder representative may be present during the Bid opening at our office address mentioned above well in time along with authorization letter from the company.

5.3.1.2. The bidders may note that no further notice will be given in this regard. Further, in case NABARD does not function on the aforesaid date due to unforeseen circumstances or holiday then the Bid will be accepted up to 3:00 pm on the next working day and the Bids will be opened at 3:30 pm.

5.3.1.3. Date & time for opening of Technical Bid can be changed by NABARD without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the bidders by publishing on the

Page 26 of 169
Nab Treasury Application

NABARD’s website for enabling them to be present during the Bid opening.
6. **Information to bidders**

The bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its Bid and will be at the Bidder’s own risk.

### 6.1. Pre-bid Meeting

**6.1.1.** The Bank shall hold a pre-bid meeting on the date and time mentioned in ‘Critical Information’ section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The bidders are expected to use the platform to have all their queries answered. Considering the need to adhere to social distancing protocols amidst the Covid19 Pandemic, Pre-bid meeting may be online/offline.

**6.1.2.** It would be the responsibility of the bidders representatives (maximum of two person per bidder) to be present at the meeting.

**6.1.3.** Clarification sought by bidder should be made in writing (Letter/E-mail), as per Pre Bid Query Format and submitted on or before the date as indicated in the Critical Information sheet. Bank has discretion to consider any other queries raised by the bidder’s representative during the pre-bid meeting but shall not be obliged to do so.

**6.1.4.** The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank’s (www.nabard.org) website after the pre-bid meeting on or before the date as indicated in the Critical Information sheet. It would be responsibility of the bidder to check the websites before final submission of Bids.

### 6.2. Amendment to the bidding document

**6.2.1.** Change, if any, to the bidding document at any time prior to the date of submission of bids will be notified on our website and reasonable timeframe as considered necessary may be afforded.

**6.2.2.** The Bank, at its discretion, may extend the deadline for the submission of Bids.

**6.2.3.** The amendment will be posted on Bank’s website (www.nabard.org) and the Central Public Procurement Portal and shall be deemed to form part of the RFP.

**6.2.4.** All bidders should ensure that such clarifications/amendments have been considered by them before submitting the Bid. Bank will not have any responsibility in case of any bidder not having considered or perused the clarifications/amendments.

### 6.3. Language of Bid

The Bid prepared by the bidders as well as all correspondence and documents relating to the Bid exchanged by the bidder and the Bank and supporting documents and printed literature shall be in English.
Nab Treasury Application

6.4. Documents Comprising the Bid

The Bid shall consist of minimum eligibility criteria, Technical Bid and Commercial Bid and supporting documents as required by the RFP.

6.5. Bid Currency

Bids should be quoted in Indian Rupees only.

6.6. Earnest Money Deposit (EMD)

6.6.1. All the responses should be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in “Critical Information” section of the RFP.

6.6.2. EMD should be in the form of online transmission:

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

<table>
<thead>
<tr>
<th>Name of Account</th>
<th>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Name</td>
<td>NABARD</td>
</tr>
<tr>
<td>Branch Name</td>
<td>HEAD OFFICE, MUMBAI</td>
</tr>
<tr>
<td>IFS CODE</td>
<td>NBRD00000002</td>
</tr>
<tr>
<td>Account Number (VAN)</td>
<td>NABADMN07</td>
</tr>
</tbody>
</table>

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

OR

6.6.2.2. Bank Guarantee (BG) 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 - VIII.

6.6.3. Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

6.6.4. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:

6.6.4.1. Issue of LoI / purchase order to the successful bidder; OR

6.6.4.2. The end of the Bid validity period, including extended period (if any); OR

6.6.4.3. Receipt of the signed contract from the selected bidder; whichever is earlier.

6.6.5. Successful bidder will be refunded the EMD amount / BG only after acceptance of the Nab Teasury Solution by NABARD and submission of Performance Bank Guarantee by the bidder.

6.6.6. In case the acceptance of Nab Teasury Solution is delayed due to any reasons beyond the Bank’s purview, successful bidder shall have the validity of BG towards EMD, extended for a period of three months till the Nab Teasury Solution is accepted by the Bank.

6.6.7. The Bid security (EMD) may be forfeited:

a. If a bidder withdraws its Bids during the period of Bid validity.
Nab Treasury Application

b. If a bidder makes any statement or encloses any form which turns out to be false/ forged/ incorrect at any time prior to signing of the Contract.

c. If a bidder fails to submit duly filled price breakup as per format given in Annexure –V (Commercial Bid).

d. In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase Order or sign the Contract or fails to furnish performance guarantee.

6.6.8. In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank’s (NABARD) tenders RFP.

6.7  Period of Validity of Bids

6.7.1  Prices and other terms offered by Bidders should be firm for an acceptance period of 180 days from date of opening of the Commercial Bid.

6.7.2  In exceptional circumstances the Bank may solicit Bidder’s consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

6.7.3  Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

6.8  Deadline for submission of Bids

6.8.1  The Bids should be received by the Bank at the specified address not later than the date and time specified in “Critical Information” section.

6.8.2  The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

6.9  Late Bids

Portal https://nabard.eproc.in will not allow to submit bids after the deadline will NOT be accepted.

6.10  Modification and/ Or Withdrawal of Bids

6.10.1  No Bid may be modified or withdrawn after the deadline for submission of Bids.

6.10.2  Bank has the right to reject any or all Bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.
Nab Treasury Application

6.11 Conditional Bids

Conditional Bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained in accordance with the RFP before submission of Bids.

Deviations, if any, are to be specified as per Annexure X.

6.12 Contacting the Bank

6.12.1 Bidder shall not contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time of communication in writing about its qualification or otherwise received from the Bank.

6.12.2 Any effort by the bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder.

6.13 Opening of Bids by the Bank

6.13.1 On the scheduled date and time, Technical Bids will be opened by the Bank Committee in presence of bidder representatives. It is the responsibility of the Bidder's representative to be present at the time, on the date and at the place specified in the RFP. The Bidder's representatives who are present shall sign a document evidencing their attendance.

6.13.2 Financial / Commercial Bids of only those Bidders who qualify the Technical Bid evaluation will be opened. A separate intimation will be sent to Bidders who qualify the Technical Bid evaluation.

6.13.3 If any of the Bidder who have submitted the Bid and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Technical Bids in their absence.

6.13.4 The bidder name and presence or absence of requisite EMD and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of Technical Bid opening. No Bid shall be rejected at the time of Bid opening.

6.13.5 Unsuccessful Bidders will be informed of their position. No scores or further breakdown of the evaluation will be communicated to any unsuccessful Bidders.

6.14 Pre-Contract Integrity Pact

6.14.1 Pre-Contract Integrity Pact is an agreement between the prospective Bidder and the buyer committing the persons / officials of both the Parties not to exercise any corrupt influence on any aspect of the Contract.

6.14.2 The Bidder has to submit signed Pre-Contract Integrity Pact as per the format at Annexure IX on non-judicial stamp paper of requisite value (to be borne by the Bidder) applicable at the place of its first execution along with the minimum eligibility Bid. Bidder may kindly note that documents required on stamp paper will have to be given on stamp paper and cannot be given on the company letter head.
6.15 Documents to be submitted

6.15.1 The bidder shall submit two separate Bids for the Technical Bid and Commercial/Financial Bid with relevant supporting documents in portal https://nabard.eproc.in.
6.15.2 Relevant documents should be submitted as proof wherever necessary.
6.15.3 Faxed copies of any submission are not acceptable and will be rejected by the Bank.
6.15.4 Responses should be concise and to the point. Submission of irrelevant documents should be avoided.
6.15.5 If the Bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

6.16 Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details should be completely filled in. Correct technical information of the product being offered should be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual” is not acceptable. The Bank may treat such offers as not adhering to the RFP guidelines and as unacceptable.

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

6.17.1 NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
6.17.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers 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).
6.17.3 Such MSEs would be entitled for exemption from furnishing tender fee and EMD. In case of any issue on the subject matter, the MSE’s may approach the tender inviting authority to resolve their grievances.
6.17.4 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.
6.17.5 The bidder to note that, in the current RFP splitting of order is not applicable.
6.17.6 NABARD shall be governed by the Public Procurement (Preference to Make In India) Order, 2017 – Revision dated 16 September 2021 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.
6.18 Release from Liability

6.18.1 It shall be deemed that by submitting the Bid, the bidder agrees and releases the NABARD, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and in connection with the bid process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.19 Conflict of Interest

6.19.1 The scope of this clause only extends to the bid process and to that extent, any conflict of interest, shall fall within the scope of the provision and render the bidder ineligible.

6.19.2 No bidder shall have a conflict of interest that affects the bid process. If any bidder is found to have a conflict of interest, such bidder shall stand disqualified and NABARD shall be entitled to invoke the bid/performance security/bond, as the case may be. A bidder shall be deemed to have a conflict of interest affecting the bidding process, if:

6.19.2.1 the bidder and/or their respective Affiliates (or any constituent thereof) should not have common controlling shareholders or other ownership interest in any other bidder and/or their respective Affiliates (or any constituent thereof). However, such disqualification shall not apply in cases where:

6.19.2.2 the direct or indirect shareholding of a bidder and/or their respective Affiliates (or any constituent thereof) in any other bidder and/or their respective Affiliates, is less than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; and/or

6.19.2.3 the ownership is by a bank, insurance company, pension fund or a public financial institution as defined under Section 2 (72) of the Companies Act, 2013 or a foreign portfolio investor.

6.19.2.4 the bidder or their respective Affiliates (or any constituent thereof) receives or have received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder.

6.19.2.5 the Bidder, its Affiliate (or any other constituent thereof) have a relationship with another bidder, its Affiliate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other.
6.20. Disqualifications

6.20.1. In addition to the grounds for rejection/disqualification mentioned elsewhere in this RFP, NABARD shall have the right, in its sole discretion, to disqualify any bidder for one or more of the following grounds:

6.20.1.1. declaration of any of the Bidder as ineligible due to corrupt or fraudulent practices, in any prior tender process in the past or black listing by NABARD;

6.20.1.2. the Bid not being accompanied by any supporting documents or annexes required to be submitted in accordance with the RFP;

6.20.1.3. submission by the bidder of more than one Bid or submission of a conditional Bid;

6.20.1.4. failure to comply with the requirements of the RFP or the Bid being non-responsive to the requirements of the RFP, for reasons including but not limited to the Bid not being signed, sealed or marked as stipulated in the RFP, not containing all the information as required in the RFP or in the format as specified in the RFP;

6.20.1.5. failure to furnish the EMD as per the RFP;

6.20.1.6. if the Bid contains incorrect/ inaccurate/ incomplete/ misleading information or if the Bid contains any misrepresentation;

6.20.1.7. if the bidder has not paid any of its dues payable to NABARD which have become payable on or before submitting the Bid;

6.20.1.8. there is a conflict of interest as specified in Clause 6.19 above and/or

6.20.1.9. a Bid is submitted beyond the deadline specified in the RFP.
7. Minimum Eligibility Criteria

7.1. The Bidder should satisfy the Minimum Eligibility Criteria as per Annexure-III of the RFP.

7.2. The bidder should 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.

7.3. Only those who fulfill all the eligibility criteria will qualify for further evaluation.

7.4. Copies of relevant documents / certificates duly attested by authorised signatory and company seal affixed should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

7.5. Reference Customer Name and Contact information to be provided to the Bank with whom discussion can be done.
8. Evaluation Methodology

8.1. Evaluation Process will be in 3 phases and will be based on the following three criteria.

- Minimum Eligibility Criteria
- Technical Bid
- Commercial Bids

8.2. NABARD shall evaluate first the ‘Eligibility Criteria’ bids and based on its evaluation, ‘Technical Bids’ shall be undertaken only for those bids that clear this stage. Subsequently Commercial bids shall be opened for only those bids clearing the technical evaluation.

8.3. Minimum eligibility Criteria

8.3.1. Bids submitted by all the Bidder would be evaluated for eligibility as per the parameters mentioned Annexure III. Bids not complying with any of the Minimum eligibility criteria are liable to be rejected and will not be considered for further evaluation. Only Successful bids out of this stage would be considered for technical evaluation.

8.3.2. Bidders may ensure to submit all required documents as per requirements and as indicated in Annexure III as no further opportunity for submission of additional documents would be given and bids without verifiable facts would not be considered.

8.4. Technical Evaluation

8.4.1. The technical bids would be evaluated on the basis of responses by Bidder to the detailed scope of work.

8.4.2. NABARD reserves the right to seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the Bidders within the stipulated time, the respective technical parameters would be treated as non-compliant.

8.4.3. Technical bids would be evaluated on the following broad parameters:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Parameter</th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Technical Parameters</td>
<td>70%</td>
</tr>
<tr>
<td>B</td>
<td>Presentation</td>
<td>20%</td>
</tr>
<tr>
<td>C</td>
<td>References / Site Visit</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>
8.4.4. The technical bid will be evaluated and an Overall Technical Score (OTS) assigned to each bid based on the parameters mentioned above.

8.4.5. The Overall Technical Score (OTS) for each bidder will be calculated as follows:

\[ OTS = \frac{T}{T_{high}} \times 100 \]

Where

OTS – Overall Technical Score obtained by the Bidder

8.4.6. Technical score obtained by bidder

\( T_{high} \) – Highest Technical score secured among the Bidders

8.4.7. Technical Bids receiving an OTS greater than or equal to a score of 70 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.

8.4.8. If less than 3 Bidders qualify as per the above criteria, NABARD reserves right to short list maximum top 3 Bidders based on OTS.

8.4.9. Overall Technical Score (OTS) of the technically qualified bids would be announced before the representatives of the Bidders and only the commercial bids of those Bidders would be opened for commercial evaluation.

8.5. Commercial Evaluation

8.5.1. Only the Bidders who are found technically qualified in Technical Evaluation will be taken for commercial evaluation.

8.5.2. The date for opening of commercial bids will be separately advised.

8.5.3. The Bidder, based on final weighted evaluation score calculated in the ratio of technical 70% and commercial 30% is found to be the Highest, will be selected for further discussion for finalizing contract / placing PO or LOI subject to satisfying all the terms and conditions defined in this RFP document.

8.5.4. The Net Present Value (NPV) method would be used for calculating the final value, quoted for all five years, to arrive at derived commercial bid value for evaluation. [NPV formula of Microsoft Excel Worksheet shall be used for the purpose].

8.5.5. Discount rate will be considered by bank as 7.25% (for calculation of NPV).

8.5.6. The eligible bidder will be selected based on NPV L1 thus obtained.

8.5.7. As mentioned in the tender document the final evaluation of the tender will be done using the QCBS (Quality and Cost Based Selection) method, following the 70:30 ratio for QCBS (i.e. 70% weightage for Technical Score and 30% weightage for Commercial Score. As per the QCBS method, we shall follow the below given steps in finding the rankings of the shortlisted bidders.

- NABARD will determine whether the Financial Proposals are complete, and unconditional.
- The final amount quoted by the bidder will be calculated after adjusting the NPV discounts the respective agency offered to their quoted amount in Commercial
Nab Treasury Application

➢ The Final Commercial Quote (FCQ) will be arrived using the below given formula:

\[ FCQ = \text{Amount quoted in the commercial bid adjusted to NPV} \]

During the commercial bid evaluation only the FCQ will be considered.

➢ The bidder who gets the 1st Rank will be the one whose combined total score (S) is the highest.

➢ The L1 bidder shall be the first ranked bidder (whose combined total score is the highest).

➢ Formula for determining the financial scores is as follows:

Normalized Commercial Score of a Bidder = \( \frac{\text{Lowest FCQ of Bidder (FM)}/\text{FCQ of Bidder under (NS) consideration}}{\text{FM}} \times 100 \) (adjusted to 2 decimals)

\[ NS = \left( \frac{\text{FM}}{\text{FCQ}} \right) \times 100 \]

➢ where FM is the lowest FCQ quoted and FCQ is the price quoted by the respective bidders

➢ The weightage given to the technical and financial proposals are Technical = 0.70 and Commercial = 0.30

➢ Combined total score (S) = (OTS x 0.70) + (NS x 0.30)

Where OTS is the Overall Technical Score of that bidder, And NS is the Normalized Commercial Score.

8.6 Objectives of the Evaluation Methodology

8.6.1. 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 TEC. The bidder will make presentation to the TEC. The decision of the TEC shall be considered final.

8.6.2. 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.

8.6.3. 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.

8.6.4. In the second stage, the Commercial Bids of only those bidder shall be evaluated who have qualified in the technical evaluation. The remaining Commercial Bids, if any, shall not be opened.
8.6.5. Final weighted evaluation score will be calculated in the ratio of technical 70% and commercial 30%.

8.6.6. NABARD may call for any clarifications/additional information 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 Bank are not submitted within the specified date and time.

8.6.7. NABARD reserves the right to call for presentation/s etc., from the Bidders based on Technical Bids submitted by them. NABARD also reserves the right to enquire discreetly with references provided by the Bidders regarding previous engagements undertaken by the Bidder. Based upon the final technical scoring, the eligible Bidders shall be short listed for final Commercial Bid opening.

9. Liquidated Damage

Liquidated Damages

Time is essence of the Contract and NABARD expects the bidder to complete the project implementation within the period of 6 months from issuance of PO or contract signed and provide services for next 60 months as per the implementation plan specified in the RFP. If the bidder fails to:

9.1. To deliver any or all Deliverables; or
9.2. To complete the installation and commissioning of the NTA as per the time schedule given in the RFP; or
9.3. To commence Services within the time specified as per the terms of the RFP; or
9.4. To perform the Services and extend the support that meets the requirements as stipulated in the RFP within the time specified in the RFP; or

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 Service Provider. Inability of the Service Provider to the provide requirements as per scope or to meet the timelines as specified would attract liquidated damages and shall be entitled to invoke the guarantees furnished by the bidder to the extent of the liquidated damages applicable.

Except as otherwise provided under the SLA for any non-performance or delay in performance of obligations by the Service Provider, if the Service Provider fails to deliver any or all of the Deliverables or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of total Contract Price per week of delay until actual delivery or performance, subject to maximum deduction of 10% of the total Contract Price and shall be entitled to invoke the guarantees furnished by the bidder to the extent of the liquidated damages applicable.

The liquidated damages are to be calculated on the Contract Price.
Nab Treasury Application

NABARD reserves the right to recover the liquidated damages from any payment to be made under this Contract for Nab Treasury Application. The liquidation damages represent a genuine pre-estimate of the loss or damage that NABARD may suffer due to delay or breach in performance of the obligations by the Service Provider.

It is further clarified that:

1. NABARD has the right to enforce liquidated damages by way of set off.
2. Overall liability will be calculated as per applicable laws.
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, the delay shall attract liquidated damages.
10. Special Terms and Conditions

10.1. Duration of Contract

10.1.1. The total period to Nab Treasury Application implementation should not exceed 6 months from the date signing of the Contract.

The timelines for the purpose of the contract are detailed under para 10.9.1.

10.1.2. Bank will enter into a contract with the selected bidder initially for a period of 5 years commencing from the date of signing of the Agreement between NABARD and the selected Bidder. However, the same should be extendable with maximum upto extensions of 1 year or part thereof, if the Bank so desires based on mutual agreement.

10.1.3. The Bank will reserve a right to re-negotiate the price and terms of the entire Contract with the selected bidder at more favorable terms in case such terms are offered in the industry at the time of extension of Contract.

10.1.4. Bank reserves the right to terminate the Contract by providing a written notice of 3 months to the selected Bidder.

10.2. Award and Signing of Contract

10.2.1. Selected bidder would be issued Purchase Order (PO) on final selection and completion of internal approval formalities of the Bank. At any time prior to issuance of the PO, NABARD reserves the right to accept or reject any Bid and to annul the bid process, without incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for NABARD’s action. The bidder shall not be entitled to make any claim against NABARD on account of such rejection or annulment.

10.2.2. The selected bidder has to return the duplicate copy of the PO along with NDA (as per format given in Annexure –XIII of the RFP) within 7 working days, stamped and signed by Authorized Signatory as token of acceptance.

10.2.3. The selected bidder will be required to begin execution of the work within 45 days from the date of signing of the contract.

10.3. Price

10.3.1. Prices quoted by the Bidders should be inclusive of all local taxes, GST, duties, levies, transportation costs etc.

10.3.2. Once a Contract Price is arrived at, the same should remain firm and should not be subject to escalation during the performance of the Contract due to fluctuation in foreign currency, changes in costs related to the materials and labour or other components or for any other reason.

10.3.3. Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc. in connection with delivery of goods / Services at site including incidental services and commissioning.

10.3.4. 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
Nab Treasury Application

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.

10.3.5. No other cost whatsoever will be paid by NABARD.

10.4. Payment Schedule

Payment will be made in phased manner as under:

10.4.1. Payment schedule for NTA software, Software including OS, Middleware and DB or any other component, Data Migration:

<table>
<thead>
<tr>
<th>SR</th>
<th>Description</th>
<th>Signing of Contact and submission of other documents as per RFP</th>
<th>UAT Sign Off</th>
<th>Go Live</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NTA Software including OS, Middleware and DB or any other component</td>
<td>20%</td>
<td>30%</td>
<td>50%</td>
</tr>
<tr>
<td>2</td>
<td>Data Migration</td>
<td>-</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>3</td>
<td>Implementation</td>
<td>-</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

10.4.2. Training

- 50% on completion of training to NABARD officers.
- 20% on acceptance of soft copy of training material from DIT
- 30% on Online Training module Go-Live

10.4.3. Onsite Engineer cost shall be paid quarterly in the month following quarter

10.4.4. The Bank shall only make payments after discounting any penalties that may be imposed on the selected Bidder for breach of any Contract terms as per SLA.

10.4.5. No additional payment apart from the Commercial Bid value will be done under any circumstances.

10.4.6. All payments will be made by adopting electronic clearing system and electronic fund transfer.

10.4.7. Deduction of Income Tax, Goods and Services Tax and other applicable statutory duties would be as per the extant laws. However, NABARD would ensure payment within 30 working days in respect of the Invoices which are complete in all respects.

10.4.8. The payment schedule proposed is standard and cannot be changed for the Service Provider.
10.5. Termination of Contract

10.5.1. NABARD may terminate this Agreement by giving a 90 (ninety) days prior written notice to the Service Provider without assigning any reason.

10.5.2. The Bank shall have the right to terminate the Contract with the selected Service Provider at any time during the Contract Period, by giving a written notice, for reasons, including but not limited to the following:

10.5.2.1. If the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract or within any extension thereof granted by the Bank pursuant to conditions of the Contract; or

10.5.2.2. If the Service Provider fails to perform any other obligation(s) under the Contract and fails to cure such non-performance within 30 (thirty) days from date of the written notice informing the Service Provider of such non-performance; or

10.5.2.3. Discrepancies / deviations in the processes and/or products agreed to be delivered by the Service Provider as per the terms of the Contract and fails to cure such discrepancy / deviations within 30 (thirty) days from date of the written notice informing the Service Provider of such non-performance; or

10.5.2.4. If a Service Provider makes any statement, representation, warranty or furnishes any form in relation to the Services, which turns out to be false/ forged/ incorrect at any time during the Contract Period; or

10.5.2.5. Violation of terms & conditions stipulated in this RFP or under the Contract and fails to cure such breach within 30 (thirty) days from date of the written notice informing the Service Provider of such non-performance; or Failure in following security standards laid down by NABARD under the Contract.

10.6. Termination for insolvency

Upon occurrence of an event of dissolution of the selected Service Provider, whether by operation of Applicable Law or otherwise, commencement of winding up or insolvency proceedings of the selected Service Provider or assignment by the selected Service Provider for the benefit of its creditors, or the Service Provider passing a resolution for voluntary winding up, or appointment of a receiver, the Service Provider shall immediately provide a written notice to the Bank informing the Bank of
occurrence of such event. The Bank may at any time subsequent to receipt of such notice from the Service Provider have the right to terminate the Contract forthwith. The Service Provider is entitled to retain all payments made for services availed till the date of termination of the contract.

10.7. Consequences of Termination

10.7.1. In case of termination of the Contract by NABARD pursuant to Clause 10.5.1, any payments made by NABARD to the Service Provider (for period for which Services are not availed) would necessarily have to be returned to NABARD.

10.7.2. In case of termination of the Contract by NABARD pursuant to Clause 10.5.2, any payments made by NABARD to the Service Provider (for period for which Services are not availed) would necessarily have to be returned to NABARD with interest @ 15% per annum. Further, the Service Provider shall compensate NABARD for any direct Losses incurred by NABARD due to the termination of the Contract and any additional expenditure to be incurred by NABARD in appointing any other service provider for the Services.

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

10.7.4. Upon termination, the Service Provider shall ensure transition of Services and co-operate with the Bank in the manner as set out in clause 11.16.

10.8. Periodic Review & Inspection

10.8.1. NABARD shall have the right to conduct periodic review and inspection, as and when required, to review Service Provider’s performance, financial stability, service reliability, and compliance with the SLA.

10.8.2. NABARD shall have the right to conduct, a periodic inspection on the systems, books and records in relation to the Project, as maintained by the Service Provider to ensure quality control and compliance of the Service Provider with the Business Requirements Document and Technical Architecture as well delivery timelines. The inspection may be conducted by NABARD or through third party experts appointed by NABARD. In the event any deficiency is determined by NABARD pursuant to such inspection, the Service Provider shall rectify such deficiency within timelines prescribed by NABARD and shall issue of certificate of compliance to NABARD.

10.9. Project Timelines

10.9.1. The successful Bidder should complete project implementation, data migration and project should go live within 6 months from the Date of
Nab Treasury Application

**signing of contract** as determined by NABARD and to be recorded under Contract and PO

**10.9.2.** The Bank will consider the inability of the Bidder to deliver the Services within the specified time limit, as a breach of Contract.

**10.9.3.** The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in the SLA

**10.10. Acceptance**

**10.10.1.** NABARD shall be entitled to verify and examine the NTS, and each program, solution or other component thereof upon delivery.

**10.10.2.** The Service Provider shall assist NABARD in undertaking the User Acceptance Test for each Deliverable. The User Acceptance Test shall comprise of: (i) Function test (ii) robustness test (iii) integrity test (iv) capacity and response time test (v) review of all Documentation (vi) installation test and (vii) test of operating procedures, as applicable to the relevant Deliverable.

In the event any Deliverable is not in accordance with the Technical Architecture and Scope, or is defective in any way, or are otherwise not to the satisfaction of NABARD, then within 30 (thirty) days from such delivery, NABARD shall notify the selected Service Provider of the same (“Defect Notice”). Service Provider shall, upon receipt of such Defect Notice from NABARD, promptly and in any event no later than 4 (four) days from the date of the Defect Notice, replace the relevant Deliverable specified in the Defect Notice, at its own cost and expense. Any Deliverable delivered by the selected Service Provider to NABARD in replacement of any previously delivered Deliverable shall undergo the same process as set out above with respect to verification of defect and replacement. The results of the User Acceptance Test shall be recorded in writing.

**10.10.3.** The Nab Treasury Application will be accepted once the complete solution is implemented at NABARD and the users are able to generate reports and run use cases as specified by NABARD. Upon acceptance, the Service Provider shall handover control and administration of the Deliverable by providing complete access and all passwords, usernames, credentials, authenticators etc., as required.

**10.10.4.** The Service Provider shall obtain Acceptance Certificate/s from the Bank, which would contain the date of acceptance only post fulfillment of Scope of work in respect of the entire Solution.

**10.10.5.** NABARD will not agree to a deemed approval clause.
11. General Terms and Conditions

11.1. Definitions

In this RFP / the Contract, the following terms shall be interpreted as indicated:

11.1.1. "AMC Services" shall mean annual maintenance services to be rendered.

11.1.2. “Applicable Law” means any law, rule, regulation, ordinance, order, code, treaty, judgment, decree, injunction, permit or decision of any central, state or local government, authority, agency, court or other body having jurisdiction over the matter or person in question, including those prevailing in the relevant jurisdiction, as in effect, from time to time; The current definition of "Applicable Law" applies to courts, other bodies etc having jurisdiction over the matter or person in question. Therefore, the definition in its current form is applicable for each Party based on the operation of its business.

11.1.3. “Approach Document” means a document setting out the strategy and approach to design, develop, and implement and use the solution by the Bidder in accordance with the Business Requirement Document;

11.1.4. “Background Intellectual Property” means intellectual property owned or controlled by a Party, including intellectual property developed prior to or independently of this RFP or the Contract, which the Party determines, in its sole discretion, to make available for the carrying out of the Services and includes intellectual property licensed to or acquired by the Parties from time to time pursuant to this RFP and the Contract.

11.1.5. “Bank”, “NABARD”, “Purchaser”, “Buyer” means National Bank for Agriculture and Rural Development (NABARD);


11.1.7. “Business Days” means any day of the week except Saturday, Sunday or any day on which the banks in India are closed for business;

11.1.8. “Business Requirement Document” means a formal document that outlines the goals and expectations of NABARD in respect of the Project which shall be prepared by NABARD in consultation with a successful Service Provider.

11.1.9. “Data Centre” / “DC” means data centre owned, operated, and/or controlled by NABARD, as intimated by NABARD in writing.

11.1.10. “Deliverables” means the products, infrastructure and services agreed to be delivered by the Bidder as per the Contract as defined more elaborately in the RFP, and includes all documents related to the 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.

11.1.11. “Documentation” means the then-current technical and functional documentation for each component of the Solution whether software or
Nab Treasury Application

hardware, including, but not limited to, configuration workbooks or release notes, terms of service and policies, as applicable.


11.1.13. “Confidential Information” means all information that NABARD designates as being confidential or which the circumstances surrounding the disclosure ought to be treated as confidential. It includes all information disclosed / furnished by NABARD or any such information which comes into the knowledge of the Service Provider during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Service Provider to carry out the assignment, and shall mean and include, without limitation (1) data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; (2) information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s Nab Treasury Application, information relating to nature and content of data stored within Nab Treasury Application 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; (3) Information such as any trade secrets, discoveries, ideas, concepts, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity, commercial, financial, scientific or technical information, patent and trademark applications, process designs, process models, drawings, plans, designs, data, databases and extracts there from, formulae, methods, know-how and other intellectual property, marketing and pricing information, and other strategies, concepts, ideas; (4) technical or business information or material not covered in (i); (5) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, financial reports, business plans, customer lists, products or production processes, 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; (6) 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 (7) all such other information which by its nature or the circumstances of its disclosure is confidential Confidential Information in oral form should be identified as confidential at the time of
disclosure and confirmed as such in writing within fifteen days of such disclosure

11.1.14. “Bid” may be referred to as ‘Offer’.

11.1.15. “Bugs” means a failure of a software or program to perform as specified in the applicable product description and/or user's guide and/or installation guide due to defective software distribution media or otherwise.

11.1.16. “Commercial Bid / Financial Bid” indicates the response by the Bidder containing all relevant information required as per response to the RFP.

11.1.17. “Contract” means the agreement entered into between the Bank and the Service Provider, pursuant to acceptance by the Bank of the Service Provider's Bid on terms as contained in this RFP, substantially in the form attached hereto as Annexure XV, and shall include all attachments and appendices thereto and all documents incorporated by reference therein including the SLA. The said form of the Contract attached as Annexure XV is an indicative agreement proposed to be executed by NABARD with the selected Service Provider, which shall be finalised at the time of execution thereof.

11.1.18. “Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;

11.1.19. “Nab Treasury Application” means the Solution to be designed and developed by the Service Provider as per the Business Requirement Document provided under the Contract.

11.1.20. “Losses” means all losses, liabilities, liens, obligations, fines, costs, charges, expenses, royalties, damages (whether or not resulting from third party claims), including those resulting from claims and including interest and penalties with respect thereto and related out-of-pocket expenses paid to third parties, including reasonable attorneys’ and accountants’ fees and disbursements.

11.1.21. "Party / Parties” means NABARD and the Service Provider, as the context may require.

11.1.22. “Regulatory Authorities” means any government or governmental or regulatory body, or political subdivision, whether foreign, federal, state, city or local, or any agency, commission, authority, or instrumentality, any multinational, supra-national or quasi-governmental entity, body or authority, any self-regulatory organization, any court or arbitrator (public or private) thereof, or any entities that a government controls or owns (in whole or in part), including any state-owned, controlled or operated companies or enterprises

11.1.23. "Security Architecture" means a unified security design that addresses the necessities and potential risks involved in a certain scenario or environment in respect of an information technology infrastructure.

11.1.24. “Services” means all services, scope of work and deliverables to be provided by a selected Service Provider as described in the RFP and includes services ancillary to the Nab Treasury Application, such as installation, commissioning, integration with existing systems, provision of technical assistance by the selected Service Provider training, maintenance,
support, contract and other such obligations covered under the RFP and the Contract.

11.1.25. “Software Licensing Cost” means the cost incurred or to be incurred by the selected Service Provider for licensing of third party software for the purpose of the Nab Treasury Application.


11.1.27. “Technical Bid” indicates the response by the Service Provider to the technical requirement specifications and functional requirement specifications in response to the RFP.

11.1.28. “User Acceptance Test” means user acceptance testing to ensure that all features as agreed under the Contract of the Nab Treasury Application are functional.

11.2. Use of Contract Documents and Information

11.2.1. The Supplier shall not, without the Bank’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 Bank 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.

11.2.2. The Supplier will treat as confidential all data and information about the Bank, 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 Bank.

11.3. Personnel and Inspection of Records

11.3.1. The Service Provider shall coordinate with the authorised representatives of NABARD, for continuous monitoring and assessment by NABARD of the Services provided under the Contract.

11.3.2. The Service Provider shall appoint sufficient number of individuals in order to ensure that the Services are provided to NABARD in a proper, timely and efficient manner. Any change in the designated team of personnel appointed for the Services, shall be subject to prior written approval from NABARD.

11.3.3. The Service Provider shall maintain electronic books of accounts, log-books and any other operating records that it may deem necessary in connection with the rendering of Services under this Contract. The Service Provider shall retain all such electronic books of accounts and operating records relating to the Services for a period of 7 (seven) years after the completion of the Services or earlier termination of the Contract.

11.3.4. In order to enable NABARD to comply with Applicable Laws, the Service Provider shall furnish such documents and information, in addition to the
books and electronic records maintained by the Service Provider in terms of Clause 11.3.3 (Personnel and Inspection of Records) above, as may be requested by NABARD, from time to time, in relation to the Services rendered by the Service Provider under the Contract, provided that the cost and expenses incurred in providing such documents and information (other than books and records maintained) by the Service Provider shall be borne by NABARD.

11.3.5. During the Contract Period and thereafter, subject to receipt of advance notice of [3 (three)] Business Days from NABARD, the Service Provider shall permit NABARD and/or its Authorized Representative(s) to, during normal business hours on any Business Day, access its premises to inspect the electronic records maintained by the Service Provider in relation to the Project.

11.3.6. If required under Applicable Law, the Service Provider shall, during the Contract Period and thereafter, provide access to any Governmental Authority to inspect records, documents, books and accounts of the Service Provider maintained in relation to the Services rendered under the Contract.

11.4. Subcontractors

11.4.1. Subcontracting or delegation of its obligations by the selected Service Provider is explicitly prohibited, except with the prior written consent of NABARD in relation to subcontracting or delegation; and provided that the selected Service Provider shall inform such sub-contractor of the confidential nature of information, which may be shared pursuant to such subcontracting or delegation by the selected Service Provider and procure that such sub-contractor is bound by the confidentiality obligations that are materially similar to those set out in Clause 11.22 of this RFP.

11.4.2. Unless NABARD specifically approves appointment of any sub-contractors submitted by the selected Service Provider, the request shall be deemed to have been rejected and not approved by NABARD.

11.4.3. In relation to a sub-contractor appointed in terms of this Clause 11.4.3, NABARD may, withdraw its approval and direct the selected Service Provider to terminate the appointment of such subcontractor with immediate effect or within such other period as may be prescribed by NABARD in its sole discretion, if NABARD reasonably determines that the subcontractor is in breach any terms of the Contract or if NABARD is not satisfied with the quality of Services rendered by such sub-contractor. Upon receipt of notice by the selected Service Provider, the selected selected Service Provider shall be required to terminate the appointment of such sub-contractor, provided that nothing contained in this Clause 11.4.3
shall effect the right of the selected Service Provider to appoint any other sub-contractor in terms of this Clause 11.4.3.

**11.4.4.** A copy of contract details entered between the selected Service Provider and the sub-contractor shall be made available by the Service Provider to NABARD within 7 (seven) days of engaging the sub-contractor.

**11.4.5.** Even if subcontracting by the selected Service Provider is permitted at any time by NABARD, the selected Service Provider shall be and remain responsible for all the Services provided to the Bank to the same extent as if such obligations were performed entirely by the selected Service Provider. The selected Service Provider shall be responsible for ensuring that the sub-contractor complies with all security requirements of the Contract and Bank shall have the right to obtain independent audit report for the such compliance. Duplicacy in resources due to subcontracting and related costs will be beared by service provider.

**11.5. Governing language**

**11.5.1.** 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.

**11.5.2.** The technical documentation involving detailed instruction for operation and maintenance, users’ manual etc. is to be delivered with every unit of the equipment supplied / Services provided. The language of the documentation should be English.

**11.6. Applicable laws**

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

**11.7. Compliance with all Applicable Laws**

The Service Provider shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all Applicable Laws, pertaining to or applicable to the Service Provider, its business, employees or its obligations towards them, and all purposes of this RFP and the Contract. Compliance in obtaining approvals/ permissions/ licenses

**11.8. Compliance in obtaining approvals / permissions / licenses**

The Service Provider 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 Contract Period.
11.9. Performance security

11.9.1. The successful Service Provider(s) shall provide performance security in the form of a performance bank guarantee from a scheduled commercial bank for an amount equivalent to 3% of the Contract Price (“Performance Bank Guarantee / PBG”). The PBG should be submitted within 21 days from the execution of the Contract. If the PBG is not submitted, the Bank reserves the right to cancel the Contract.

11.9.2. The PBG shall be in force throughout the Contract Period and NABARD shall have the right to invoke the PBG during a period ending 6 months from the date of expiry / termination of the Contract.

11.9.3. Performance Bank Guarantee may be invoked in case of violation of any of the terms and conditions of the Contract or in case of deficiency / delay in implementation/Services provided by the successful Service Provider.

11.9.4. In case of extension of the Contract, the Service Provider will be required to submit a performance bank guarantee equivalent to 3% of the Contract Price for the total extension period with additional 6 months towards invocation period.

11.10. Forfeiture of performance security

The Bank shall be at liberty to set off/adjust the proceeds of the PBG towards the loss, if any, sustained due to the selected Service Provider’s failure to complete its obligations under the Contract. This is without prejudice to the Bank’s right to proceed against the selected Service Provider if the PBG is not sufficient to fully cover the loss/damage suffered by the Bank, or otherwise.

11.11. Right to Alter Quantities

The Bank reserves the right to alter the requirement specified in the RFP. The Bank also reserves the right to delete one or more items from scope of Services specified in the RFP.

11.12. No Commitment to Accept Lowest or Any Offer

11.12.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

11.12.2. The Bank will not be obliged to meet and have discussions with any Service Provider and/or to entertain any representations in this regard.

11.12.3. The Bids received and accepted will be evaluated by the Bank to ascertain the best and lowest Bid in the interest of the Bank. However, the Bank 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. The Bank reserves the right to float the RFP again.

11.13. Information Security

Service Provider will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank, which shall be be provided to the successful Service Provider.

11.14. Assignment and Change of Control

11.14.1. Subject to Clause 11.4, the Service Provider shall not assign, transfer, delegate, or pledge any of its rights or obligations hereunder to any third party without the prior written consent of NABARD, provided that Service Provider shall ensure that any and all obligations shall be performed by such assignee in accordance with the terms herein and that the assignee complies with all rights, duties and obligations herein. NABARD shall be entitled to transfer and/or assign the whole or any part of its respective rights and obligations hereunder to any third party.

11.14.2. At any point in time, in the event of change in ownership structure or change in control, in any manner whatsoever of the Service Provider, or if any person/entity that, as of the date of furnishing of response to the RFP by the Service Provider, does not possess, directly or indirectly, the power to direct or cause the direction of the management, policies or affairs of the Service Provider, whether through the ownership of voting securities, by contract or otherwise, later comes into possession of such power, Service Provider shall inform NABARD in writing of such change in control along with the details of new ownership structure or persons/entities in control. In such event NABARD shall have the right to terminate the Contract/reject the Bid with/of the selected Service Provider and invoke the bid/performance security.

11.15. No Employer – Employee Relationship

The Contract shall be on a principal to principal basis and nothing in this RFP or the Contract (or any other arrangements contemplated herein) shall be deemed to create any employment or constitute a partnership or joint venture between the Parties or any of their holding/subsidiary/joint-venture/affiliate/group/client companies or any of their employees/officers/staff/personnel/representatives/agents and shall not, except as may be expressly provided herein, constitute any Party as the agent
11.16. Business Continuity

The selected Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank:

11.16.1. 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 Service Provider shall render all technology and other reasonable assistance and help required by the Bank and to any new service provider engaged by the Bank, for a period of 180 (one hundred and eighty) days after the termination or expiry of the Contract for the smooth switch over and continuity of the Services. Service Provider agrees to provide all relevant documentation, and transitional support in respect of the Services and other matters to any new service provider engaged by the Bank to ensure that there are no interruptions or disruptions of any kind to NABARD’s systems and operations.

11.16.2. In the event of failure of the Service Provider to render the Service, without prejudice to any other right, the Bank shall have as per this RFP and the Contract, the Bank at its sole discretion may make alternate arrangements for getting the Services from any other source. And if the Bank 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 the Bank in availing such services from the alternative source.

11.17. Co-operation

11.17.1. The Service Provider agrees to provide full co-operation and support to NABARD and / or its designee, at no additional cost, including by way of providing data, technology architecture and access to all non-proprietory/open source technology relating to the Nab Treasury Application, within such timelines as may be reasonably required by NABARD.

11.17.2. The Service Provider shall not commit any act or omission, whether directly or indirectly, to frustrate the intent of this Clause. Failure by the Service Provider to co-operate in the manner required by NABARD shall be deemed to be a breach of the Contract.

11.18. Intellectual Property Rights and Ownership

11.18.1. Parties acknowledge the Deliverables created by the selected Service Provider pursuant to the Contract are on “work-for-hire” basis. Accordingly, NABARD shall be the first owner of all Deliverables and all intellectual property rights with respect thereto. NABARD’s ownership of
the Deliverables will include all changes and additions to any Deliverables made by either Party and all derivative works created by either Party. To the extent that under Applicable Law, NABARD is not deemed to be the owner of the Deliverables, the selected Service Provider irrevocably agrees to assign, transfer and convey, without any reservations, all rights, title and interest in and to the Deliverables to NABARD, in all mediums, and modes now known or in future discovered, on a worldwide and perpetual basis, without further compensation other than the Contract Price.

11.19. 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 Service Providers to note the following:

11.19.1. “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.

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

11.19.3. “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;

11.19.4. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Bank 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

11.19.5. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Service Providers with the objective of restricting or manipulating a full and fair competition in the bidding process.

11.19.6. The Service Providers and their respective officers, employees, agents and other representatives shall observe the highest standard of ethics during the bid process. Notwithstanding anything to the contrary contained in this RFP, the Bank reserves the right to reject a Bid and declare a Service Provider ineligible for a period of three years to be awarded any contract by NABARD, if at any time it determines that the Service Provider has engaged in any of the above practices in competing for or in executing a contract and shall be entitled to invoke any bid/performance bond/security as the case may be without prejudice to
any other right or remedy that may be available to NABARD under this RFP or Applicable Law.

11.20. Waiver

11.20.1. To the extent permitted by Applicable Law: (a) no claim or right arising out of this RFP and/or the Contract or the documents referred to in this RFP can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the Party or Parties giving the same; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this RFP and/or the Contract or the documents referred to in this RFP.

11.20.2. The rights and remedies of the Parties hereto are cumulative and not alternative. Except where a specific period for action or inaction is provided herein, neither failure nor any delay on the part of either Party relating to the exercise of any right, power, privilege or remedy provided under this RFP or the Contract 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 or the Contract, 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. The failure of a Party to exercise any right conferred herein within the time required shall cause such right to terminate with respect to the transaction or circumstances giving rise to such right, but not to any such right arising as a result of any other transactions or circumstances.

11.21. Cumulative Remedy

Irreparable damage may occur if any of the provisions of this RFP and/or the Contract were not performed in accordance with their specific terms or otherwise; and therefore the Bank shall be entitled to seek 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 Service Provider from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. All rights, remedies or benefits provided for by Applicable Law or in this RFP and/or the Contract, and the exercise of any remedy by NABARD or the Service Provider shall not be deemed an election to the exclusion of any other remedy.
11.22. Confidentiality

11.22.1. All confidential information (from either party) is deemed as confidential within 15 days of disclosure by the disclosing party. This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it.

11.22.2. The Service Provider will be exposed by virtue of the contracted activities to the internal business information of Bank, 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 Service Provider, premature termination of the Contract, or legal action against the Service Provider for breach of trust.

11.22.3. In case the selected Service Provider acts is extending similar services to multiple customers, Service Provider 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 purchase order.

11.22.4. The Service Provider shall not, without the written consent of the Bank, disclose the Contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).

11.22.5. Confidential Information shall not be used, reproduced or derived any benefit out of in any form except as required to accomplish the intent of this RFP. Any reproduction of any Confidential Information of NABARD shall remain the property of NABARD and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of NABARD, the Service Provider (i) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (ii) shall not disclose any Confidential Information of the other to any person other than individuals such as counsel, directors, officers, employees, agents and representatives whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein “Reasonable Steps” means those steps the Service Provider takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. If the Service Provider is compelled by Applicable Law or legal process to disclose Confidential Information of NABARD, it shall provide NABARD with prompt prior notice of such compelled disclosure (to the
Nab Treasury Application

extent legally permitted) and reasonable assistance, at NABARD’s expense, if NABARD wishes to contest the disclosure.

11.22.6. The Service Provider shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing its obligations hereunder.

11.22.7. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (i) as evidenced in writing, is independently developed by the recipient without reference to the discloser’s Confidential Information and without breaching confidentiality obligations, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (ii) is or has become generally available to the public without breach of this RFP by the recipient; (iii) as evidenced in writing, at the time of disclosure, was known to the recipient free of restriction and was not unlawfully appropriated; or (iv) the discloser agrees in writing is free of such restrictions.

11.22.8. The selected Service Provider shall submit a non-disclosure agreement as per Annexure-XIII on non-judicial stamp paper of appropriate value.

11.22.9. The Service Provider shall not publish or disclose in any manner, without the Bank’s prior written consent, the details of any security safeguards designed, developed or implemented by the Service Provider under the Contract or existing at any Bank location. The Service Provider 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 Service Provider 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 Bank’s prior written consent, the details of any security safeguards designed, developed or implemented by the Service Provider under this RFP or the Contract or existing at any Bank location.

11.22.10. Upon request of NABARD, the Service Provider shall promptly and shall ensure that their Affiliates, directors, officers, agents, counsel, representatives and employees promptly: (i) return all documents containing Confidential Information, and (ii) destroy any copies of such documents, and any documents or other records (whether written or electronic) other than Confidential Information that may have been stored electronically as part of routine data back-ups which cannot be destroyed, to which these confidentiality obligations will continue to apply, and which should be kept strictly confidential by taking Reasonable Steps.

11.23. Service Level Agreement

The selected Service Provider shall execute a Service Level Agreement (SLA) with the Bank based on the terms tentatively set out under Annexure-XVI on a non-judicial
Nab Treasury Application

stamp paper of appropriate value. The final form of the SLA shall be as determined by NABARD at the time of the execution of the Contract.

11.24. IPR Infringement

11.24.1. BIDDER’s Proprietary Software and Pre-Existing IP: NABARD acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any BIDDER's proprietary software or tools. If BIDDER and NABARD mutually agree that the BIDDER provides to NABARD any proprietary software or tools of BIDDER or of a third party, the Parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of BIDDER or of a third party. Further, NABARD acknowledges that in performing Services under this Agreement BIDDER may use BIDDER's proprietary materials including without limitation any software (or any part or component thereon, tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by BIDDER prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("BIDDER Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, BIDDER shall continue to retain all the ownership, the rights title and interests to all BIDDER Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting BIDDER from using BIDDER Pre-Existing IP in any manner. To the extent that any BIDDER Pre-Existing IP or a portion thereof is incorporated or contained in a Deliverable under this Agreement, BIDDER hereby grants to NABARD a nonexclusive, perpetual, royalty free, fully paid up, irrevocable license, With the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such BIDDER Pre-Existing IP in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize NABARD to (a) separate BIDDER Pre-Existing IP from the Deliverable in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the BIDDER Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the BIDDER, reverse compile or in any other way arrive at or attempt to arrive at the source code of the BIDDER Pre-Existing IP.

11.24.2. Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the
purposes of clarity the BIDDER shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for NABARD, for any other client or customer of the BIDDER (including without limitation any affiliate, competitor or potential competitor of NABARD). Nothing contained in this Clause shall relieve either party of its confidentiality obligations With respect to the proprietary and confidential information or material of the other party.

11.24.3. Third Party Components: All the Intellectual Property Rights (IPR) in the third-party software or component used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ BIDDER’s licensor and NABARD shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software or component

11.25. Limitation of Liability

Service Provider’s aggregate liability under the Contract shall be limited to a maximum of an amount equivalent to 100% of the Contract Price.

This limitation shall not apply to claims for:

1. infringement of third party intellectual property, or breach of confidentiality;
2. gross negligence, wilful misconduct or any criminal liability.

Neither Party shall be liable for any indirect, consequential, incidental or special damages under the Contract.

Neither Party shall be liable for any indirect, consequential, incidental, consequential, punitive or special damages under the Contract, even if such party has been advised of the possibility of such damages.

Service Provider shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the NABARD or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the NABARD, then Service Provider shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the NABARD. Such failures or delays shall be brought to the notice of the NABARD and subject to mutual agreement with the NABARD, then Service Provider shall take such actions as may be necessary to correct or remedy the failures or delays. Service Provider shall be entitled to invoice the NABARD for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.
11.26. Audit

11.26.1. NABARD would require the independent right to conduct its own audit, specifically with regard to the hardware and software used to provide services under the contract, by the Service Provider. The selected Service Provider shall allow the Bank, 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 Service Providers, it will be the responsibility of the Service Provider to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.

The audit requirement under this sub-clause is in relation to the RBI / regulatory authorities and cannot be subject to prior permission.

11.26.2. The selected Service Provider shall, whenever required by such auditors, furnish all relevant information, records/data to them. The Service Provider shall bear the cost of one audit per year by NABARD. If NABARD undertakes any subsequent audits in a relevant year, then the cost for such audits shall be borne by NABARD. NABARD may conduct an audit or inspection by providing the selected Service Provider at least 7 (seven) Business Days’ prior written notice, however prior notice may not be given for audit or inspection conducted by regulatory authority.

11.26.3. Where any deficiency has been observed during audit of the selected Service Provider on the risk parameters finalized by the NABARD or in the certification submitted by the auditors, it is agreed upon by the Service Provider that it shall correct/resolve the same, within timelines prescribed by NABARD. In such instance, any cost incurred by NABARD in undertaking the audit, shall be reimbursed by the Service Provider to NABARD immediately, and in no event later than 7 (seven) days from completion of audit report. The Service Provider shall provide certification of the auditor to the NABARD regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

11.26.4. NABARD reserves the right to call for and/or retain any relevant material information/reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the Services provided to the NABARD.

11.26.5. The Service Provider shall also get itself audited by internal or external empaneled auditors appointed by NABARD, on an annual basis, covering the risk parameters finalized by NABARD such as IT hardware, software, data privacy, cybersecurity, regulatory or statutory compliance. The Service Provider shall submit the certification received by it from the relevant auditors to NABARD. The Service Provider shall permit any audit by
inspecting officials from the Reserve Bank of India or any regulatory authority as required under Applicable Law. The Service Provider and/or its permitted sub – contractors shall facilitate any audit required pursuant to this Clause.

11.27. Right of Publicity

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

11.28. Indemnity

11.28.1. The Service Provider assumes responsibility for and shall indemnify and keep the Bank 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 (i) any breach of the Service Provider's obligation under these general conditions or (ii) for which the Service Provider has assumed responsibilities under the 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 Service Provider in connection with the performance of any system covered by the Contract or (iii) acts or omissions of the Service Provider which amount to negligence or wilful misconduct; or (iv) any losses arising out of or in relation to any accident or injury sustained or suffered by the Service Provider's workmen, contractors, sub-contractors, service providers, agent(s), employed/engaged otherwise working for the Service Provider or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Service Provider. The Service Provider 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 Contract and to protect the Bank during the tenure of purchase order.

11.28.2. Where any patent, trade mark, registered design, copyrights and/or intellectual property rights vest in a third party or in the event of any infringement of alleged infringement by Service Provider of third party’s intellectual property or NABARD’s intellectual property, the Service Provider shall be liable for settling with and paying any license fee, royalty and/or compensation thereon.

11.28.3. The rights of NABARD pursuant to this Clause 11.29 shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to NABARD at equity or law including the right to
seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

11.28.4. Indemnification Procedure for Third-Party Claims

(i) In the event that NABARD receives notice of the assertion of any claim or the commencement of any action by a third-party in respect of which indemnity may be sought under the provisions of this Clause 11.29 (a “Third-Party Claim”), NABARD shall notify Service Provider in writing of such Third-Party Claim (such notice, a “Notice of Claim”) within 10 (ten) Business Days of receipt of notice thereof; provided that the failure or delay in notifying the Service Provider of such Third-Party Claim will not relieve the Service Provider of any liability it may have towards NABARD.

(ii) The Service Provider shall assume the defense or prosecution of such Third-Party Claim and any litigation resulting therefrom with counsel acceptable to NABARD and at the sole cost and expense of the Service Provider (a “Third-Party Defense”). The Service Provider shall undertake the investigation, defense and settlement thereof in agreement with NABARD. The Service Provider will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of NABARD. NABARD may retain separate co-counsel at the expense of the Service Provider. Upon assumption of the defense of a Third Party Claim, the Service Provider shall be conclusively deemed to have acknowledged that the Third-Party Claim is within the scope of its indemnity obligation under this Contract. The Service Provider shall conduct the Third-Party Defense actively and diligently and provide copies of all correspondence and related documentation in connection with the Third-Party Defense to NABARD to the extent it does not adversely affect attorney-client privilege. The Service Provider will not take any action, or omit to take any action, without the consent of NABARD, that would cause (x) any contracts, correspondence or other documents or confidential information of NABARD or its affiliates to be disclosed to a third-party or (y) any director, officer, employee or agent of NABARD to take any action related to the Third-Party Claim which could reasonably be expected to interfere with or contravene such person’s duties to NABARD or its affiliates. NABARD will provide reasonable cooperation in the Third-Party Defense.

(iii) Notwithstanding the foregoing, Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider’s compliance with NABARD’s specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and NABARD did not inform Service Provider of the same); (ii) inclusion in a deliverable of any content or other materials provided by NABARD and the infringement relates to or arises from such NABARD materials or provided material; (iii) modification of a deliverable after delivery by Service Provider to NABARD if such modification was not made by or
Nab Treasury Application

on behalf of Service Provider; (iv) operation or use of some or all of the deliverable in combination with products, information, specification, instructions, data, materials not provided by Service Provider; or (v) use of the deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable statement of work by Service Provider; or (v) use of a superseded release of some or all of the deliverables or NABARD’s failure to use any modification of the deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by Service Provider.

(iv) If counsel for NABARD reasonably determines that there are legal defenses available to NABARD different from or in addition to those available to the Service Provider or an actual conflict of interest exists between NABARD and the Service Provider in the defense of any Third-Party Claim, then counsel for NABARD shall be entitled, if NABARD so elects, to conduct the defense to the extent reasonably determined by such counsel to protect the interests of NABARD, at the expense of the Service Provider.

(v) If the Service Provider does not assume the Third-Party Defense, NABARD shall have the right to assume the Third-Party Defense with counsel of its choice at the expense of the Service Provider; provided, that NABARD shall control the investigation, defense and settlement thereof. NABARD shall have the right to agree to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim.

(vi) The Service Provider will not be entitled to assume the Third-Party Defense if: (i) the Third-Party Claim seeks, in addition to or in lieu of monetary damages, any injunctive or other equitable relief, other than injunctions seeking to terminate or limit the Services; (ii) the Third-Party Claim relates to or arises in connection with any criminal action, indictment or allegation; (iii) NABARD reasonably believes an adverse determination with respect to the Third-Party Claim would be detrimental to or injure NABARD’s reputation or business prospects; (iv) Service Provider has failed or is failing to vigorously prosecute or defend such Third-Party Claim (as reasonably determined by NABARD); or (vi) the Service Provider fails to provide reasonable assurance to NABARD of its financial capacity to prosecute the Third-Party Defense. In such instance, NABARD shall have the right to assume the Third-Party Defense with counsel of its choice at the expense of the Service Provider; and NABARD shall control the investigation, defense and settlement thereof. NABARD shall have the right to agree to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim.

(vii) It is further clarified that NABARD would require the detailed indemnity clause set out in Clauses 11.29.1 -11.29.4 contract as it specifically sets out the independent agreement between the parties on the rights that may be availed by NABARD against the Service Provider in the instance of breach of any obligations of the Service Provider or
any claims arising against NABARD due to certain acts / omissions of the Service Provider. Indemnity is in addition to and separate from other contractual remedies available to the parties.

11.29. Force majeure

11.29.1. If the performance as specified in this Contract is prevented, restricted, delayed or interfered with for any cause beyond the control of the Parties, including by reason of fire, explosion, cyclone, floods, war, hostilities, revolution, riots, acts of public enemies, espionage, blockage or embargo, pandemic, epidemic, lockdowns, acts of God, network failure or failure of electronic transmission, default or failure of/by any third party, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations, strikes, lockouts, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the Party affected, provided that the current ongoing situation regarding COVID-19 and/or lockdowns due to COVID-19 shall not be considered a force majeure event under this Contract (“Force Majeure Event”), then notwithstanding anything here before contained, the Party affected shall not be considered to be in default of performance of obligations under the terms of this Contract or for indemnification provided for hereunder to the extent such performance relates to prevention, restriction, delay or interference. and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost dispatch.

11.29.2. If a Force Majeure Event arises, the Service Provider shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event. If NABARD determines it is commercially or technically infeasible to cure the Force Majeure Event and so notifies the Service Provider, then NABARD may terminate the Contract effective immediately upon delivery of notice of termination to the Service Provider. As there is dependency of NABARD solely on the Service Provider for the performance of services, if NABARD determines that it is not commercially or technically feasible for the Service Provider to provide the services due to a force majeure event, it should be entitled to terminate the agreement immediately. Separately the clause also provides that the Service Provider would not be held to be in default of its obligations or liable to provide
Nab Treasury Application

indemnity for any failure to perform due to a force majeure event which should give the Service Provider additional comfort.

The Force Majeure clause contemplates that both parties may be affected by a Force Majeure Event and to that extent, the force majeure clause is mutual. Only the right of termination due to the occurrence of a force majeure event is restricted to NABARD owing to the fact that NABARD is the recipient of the service.

Given that force majeure events are not foreseeable, it is difficult to contemplate a specific timeline within which termination rights shall be made available to the Parties. However, it is clarified that to the extent the force majeure event affects the Service Provider, the Service Provider shall not be liable for delays caused due to such force majeure event.

11.30. Resolution of Disputes

11.30.1. All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Contract) shall be first resolved amicably by Parties. For the purpose of such amicable settlement, each Party shall within 7 days from the date either party notifies the other of a dispute having arisen, select / appoint 1 (one) senior representative from their respective management who shall undertake all discussions on behalf of their respective organisation, in order to settle the dispute amicably. 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”).

11.30.2. In case of failure to resolve the disputes and differences amicably in accordance with Clause 11.31.1 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 11.31.

11.30.3. In the event of such arbitration:

(i) The language of the proceedings shall be in English;

(ii) the tribunal shall consist of 3 (three) arbitrators; 1 (one) to be appointed by NABARD, 1 (one) to be appointed by the Service Provider, and the third to be appointed by the 2 (two) arbitrators. If either NABARD or the Service Provider fails to appoint an arbitrator as set out in this Clause 11.31, the arbitrator of such Party shall be appointed in accordance with the MCIA Rules;

(iii) 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;
(iv) 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 11.22 hereof; and
(v) 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 Contract which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

11.30.4. The seat & venue of arbitration shall be in Mumbai. The award of the arbitrators shall be final and binding on the Parties and may be specifically enforced by any court of competent jurisdiction. It is hereby agreed that in all disputes referred to the arbitration, the arbitrators shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a reasoned award. It is hereby agreed that the arbitrators shall not have powers to order any interim measures whatsoever during the course of arbitration.

11.30.5. Notwithstanding anything in the contrary set forth in this RFP, 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 Contract and shall not affect the relevant powers reserved to the arbitrators pursuant to this Clause 11.31.

11.30.6. All disputes arising out of or in any way connected with this Contract shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.

11.30.7. Any notice given by one Party to the other pursuant to the Contract shall be sent to the other Party in writing, by hand, registered post or email to the other Party’s specified address. A notice shall be deemed delivered (i) if delivered by hand, upon delivery;(ii) if delivered by registered post, at the start of the second Business Day after the date of posting; or (iii) if delivered by email, when the sending of the email is recorded on the sender's computer unless the sender receives a message indicating unsuccessful transmission.

11.30.8. For the purpose of all notices, the following shall be the address of NABARD:
The Chief General Manager
National Bank for Agriculture and Rural Development
Department of Information Technology,
C-24, ‘G’ Block,
Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Email:dit@nabard.org
11.30.9. Notices to the Service Provider shall be sent to the registered address of the Service Provider and email ID as provided by the Service Provider under the Contract / in response to this RFP.

11.31. Other Clauses

11.31.1. NABARD has the sole ownership of and the right to use, all data that may be in possession of the Service Provider 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 Service Provider in connection with the Scope of Work submitted to NABARD will be property of the Bank. The Service Provider 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. Service Provider 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.

11.31.2. 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.

11.31.3. The Service Provider 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.

11.31.4. The Service Provider should 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 Service Provider may have to execute an indemnity bond in favour of the Bank in this regard.

It is a specific obligation for the Service Provider to comply with applicable laws while providing the Services and NABARD may be exposed to liability for any breach of applicable law by the Service Provider, NABARD would require a specific indemnity bond with regard to such compliances independent of the contract.

11.31.5. 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 Service Provider at his cost.

11.31.6. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the
Nab Treasury Application

Service Provider from his responsibility to pay any tax that may be levied in India on Income and Profits made by the Service Provider in respect of this Contract.

11.32. Representation and Warranties

The selected Service Provider shall be deemed to have made the following representations and warranties as of the date of the Bid:

That the selected Service Provider 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 and shall undertake all Services and obligations under this Contract on a first priority basis.

11.32.1. That the selected Service Provider is not involved in any litigation, potential, threatened / existing that may have an impact of affecting or compromising the performance and delivery of Services / Systems under the Contract.

11.32.2. That the selected Service Provider is not bankrupt or insolvent under the Applicable Laws of its applicable jurisdiction and there are no insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it, or is pending or, to the best of its knowledge, threatened in writing, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

11.32.3. That the representations made by the selected Service Provider 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 selected Service Provider shall be bound by all the terms of the Bid.

11.32.4. That the selected Service Provider 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.

11.32.5. That the selected Service Provider shall ensure that all assets including but not limited to 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.

11.32.6. That the selected Service Provider shall use assets as NABARD may permit for the sole purpose of execution of its obligations under the terms of the Bid, RFP or the Contract. The selected Service Provider 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.

11.32.7. That the selected Service Provider 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.

11.32.8. That all the representations and warranties as have been made by the selected Service Provider with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of the Contract.

11.32.9. 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.

11.32.10. That there are no inquiries or investigations have been threatened, commenced or pending against the selected Service Provider or its team members by and statutory or regulatory or investigative agencies.

11.32.11. That the selected Service Provider has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorise execution, delivery and performance by it of the Contract.

11.32.12. That neither the execution and delivery by the selected Service Provider of the Contract nor the selected Service Provider’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 selected Service Provider 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 selected Service Provider 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 selected Service Provider.

11.32.13. That the selected Service Provider 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 selected Service Provider which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

11.32.14. 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.

11.32.15. That no sums, in cash or kind, have been paid or shall be paid, by the selected Service Provider or on its behalf, to any person by way of fees, commission or otherwise for entering into the Contract or for influencing or
attempting to influence any officer or employee of NABARD in connection therewith.

11.32.16. The selected Service Provider shall not, make any announcements or statements to any person that are or may be derogatory, defamatory or prejudicial to NABARD, or any of its affiliates, directors, employees, officers, agents or advisors, in any manner.

11.32.17. Appropriately qualified personnel appointed by the selected Service Provider shall perform Services with due care and diligence and to such high standards of quality as it is reasonable for NABARD to expect in all the circumstances post the expiry of this Contract.

11.32.18. The selected Service Provider further undertakes to exercise all due diligence with regard to and shall maintain strict controls and physical and digital safeguards in connection with the Services.

11.32.19. That no representation or warranty by it contained herein or in any other document furnished by the selected Service Provider to NABARD or to any government instrumentality in relation to the Services contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

11.32.20. That the selected Service Provider shall ensure that employees of Service Provider / third party sub-contracts who are engaged in providing the services under this Contract shall have executed/execute such confidentiality documents as may be required by NABARD and shall have confidentiality obligations not less those prescribed under this Contract.

11.32.21. Confidentiality contracts with employees will only be held to be compliant with the terms of the agreement so long as they provide terms which are no less severe than the terms mentioned in the RFP.

11.32.22. The selected Service Provider shall be fully and completely responsible and liable for all acts, omissions, liabilities undertaken by personnel employed / engaged by the selected Service Provider and shall be solely responsible for any and all claims, payments and benefits payable to such personnel employed by the Service Provider.

11.32.23. The selected Service Provider will not violate the intellectual property rights of third parties whilst providing the Services.

11.32.24. The selected Service Provider has adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to provide uninterrupted performance of Services consistent with the standards agreed herein.

11.32.25. The selected Service Provider agrees that NABARD shall retain real and effective control / retention of full ownership of the Deliverables and Nab
Nab Treasury Application

Treasury Application at all times during and after the term of the RFP and Contract.

11.33. Deliverable Documentations

11.33.1. Planning and project kick-off meeting and its MOM.
11.33.3. Installation, implementation and Configuration document / SOPs.
11.33.4. Configuration Details.
11.33.5. Solution Requirements document.
11.33.6. Demonstration of features / functionality to the respective users.
11.33.7. User Manual
11.33.9. Detailed technical manual on the topics including but not limited to the topics mentioned in the Chapter 4 and Annexure XVIII of RFP.
11.33.10. All test plans, test cases, test input data set and test results.
11.33.11. Training and Knowledge Transfer Plans.
11.33.13. Call logging and tracking facility in order to ensure smooth operability of the proposed Nab Treasury Application Solution.
1. Annexure I – Bid Forwarding Letter
(To be submitted on Bidder’s Letter Head)

Ref.No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

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

Dear Sir,

Nab Treasury Application for NABARD

We, the undersigned, offer to submit our Bid in response and accordance with your tender NB.HO.DIT/410/DIT-11-39 dated 28 July 2022 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 180 days from the date of last day for submission of offer (Bid).

We agree that, the rates quoted by us would serve as a rate contract for future additional services.

We agree that, the Bank will pay power charges based on actual power units consumed.

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 Authorised Signatory:
Place  Name of the Authorised Signatory:
Designation

Phone & E-mail:
Name of the Organization
Seal
### Annexure II: Details of Bidder

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Documents to be Submitted</th>
<th>Service Provider’s Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Year of establishment</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ownership Bidder</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Registration number and date of registration.</td>
<td>Copy of Registration Certificate.</td>
</tr>
<tr>
<td>5</td>
<td>Registered Office Address.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>GST Number</td>
<td>Copy of GST Registration certificate</td>
</tr>
<tr>
<td>7</td>
<td>PAN No.</td>
<td>Copy of PAN number.</td>
</tr>
<tr>
<td>8</td>
<td><strong>Promotor / Director Details</strong></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Designation (Promoter / Director)</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Mobile No.</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Mail Id</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td><strong>Address of Bidder Office at Mumbai with contact numbers</strong></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Land Line No.</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Mail Id</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td><strong>Contact Details of Bidders authorized Representative (on whose behalf Power of Attorney issued)</strong></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Designation</td>
<td></td>
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<tr>
<td>c</td>
<td>Mobile No.</td>
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<tr>
<td>d</td>
<td>Mail id</td>
<td></td>
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<tr>
<td>e</td>
<td>Specimen Full Signature and initials.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td><strong>MSME Details</strong></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Whether Bidder MSME (Yes/No)</td>
<td></td>
</tr>
</tbody>
</table>
### Nab Treasury Application

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Documents to be Submitted</th>
<th>Service Provider's Response (to be filled in by Service Provider)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>MSME Registration No</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Date till which MSME Certificate is valid.</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Attested Copy of MSME Certificate attached. (Yes /No)</td>
<td></td>
</tr>
</tbody>
</table>

#### 12 Bank Account Details

| A     | Bank Name                  |                                                               |
|-------|----------------------------|                                                               |
| B     | Account Number             |                                                               |
| C     | IFSC Code                  |                                                               |
| D     | Account Type               |                                                               |
| E     | Copy of Cancelled Cheque attached. (Yes /no) |                                                               |
| F     | Bank Mandate form as per Annexure–XI attached. (Yes/No). |                                                               |

I certify that the above-mentioned information and the relevant annexure and enclosures are true and correct.

Date:
Name of the Authorized Signatory
Place:
Designation
Name of Organisation
Seal

1. Bidder response should be complete with all relevant documents attached.

2. Documentary proof, sealed and signed by authorized signatory, should be submitted

3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. NABARD will not make any separate request for submission of such information.

4. NABARD will contact the Bidder referenced customer for verifications of facts and, the Bidder may ensure that the customer is intimated in
Nab Treasury Application

this regard. Further in case NABARD feels to visit the reference customer, the Bidder to take necessary approvals for the same. NABARD will not make any separate request to the Bidder’s customers.

5. Proposal of the Bidders are liable to be rejected in case of incomplete information or non-submission of documentary proof.
### 3. ANNEXURE III : Minimum Eligibility Criteria

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Evaluation</th>
<th>Documents to be submitted</th>
<th>Compliance (Y/N)</th>
<th>Description of proof attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Credentials</strong>&lt;br&gt;The Bidder should be a limited liability company incorporated under Companies Act 1956/2013 and having its registered office in India and dealing with IT related products for at least 3 years immediately preceding the Bid submission</td>
<td>• Certificate of Registration issued by Registrar of Companies;&lt;br&gt;• The latest registered copy of Memorandum and Articles of Association;&lt;br&gt;• GST Registration Certificate;&lt;br&gt;• Certificate from authorized signatory/Company Secretary of the Bidder indicating that they are in IT Solution for last 3 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Financials</strong>&lt;br&gt;The Bidder should have a minimum annual turnover of Rs.75.00 crore and should also be in operating profit during the last three financial years, viz., 2018-19, 2019-20 &amp; 2020-21&lt;br&gt;The Net worth of the Bidder should be positive as on 31 March 2021</td>
<td>• Audit Balance Sheets of last three FY viz. 2018-19, 2019-20 &amp; 2020-21.&lt;br&gt;• CA Certificate exclusively indicating the turnover, profit after tax for the last 3 years, and Net worth as on 31 March 2021&lt;br&gt;• In case the Bidder's company is having loss for the last 3 years, a confirmation is to be given that the current net worth is positive and bank may consider such Bids after duly evaluating the financial strengths vis-à-vis the technical expertise of the company</td>
<td></td>
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<tr>
<td>3.</td>
<td>The Bidder must have completed at least three project of proposed Treasury solution implementation in an entity in BFSI**</td>
<td>Copies of POs (with commercials masked, if required) and a Letter from the Customer confirming the successful implementation of the solution in their</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Nab Treasury Application

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Evaluation</th>
<th>Documents to be submitted</th>
<th>Compliance (Y/N)</th>
<th>Description of proof attached</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>sector in India anytime during last seven years (i.e. Since April 2014). References of top three projects atleast one of Rs.10 Cr or above (in term of size of the solution) of the Bidder should be submitted. Reference of all such experiences where the implementation activity is complete as on the last date of submission of bids, will only be considered. Incase Bidder has signed Confidentiality Agreement with Customers, a Self Declaration by Bidder with Masked PO may be submitted)</td>
<td>organisation should be submitted. The letter should indicate the Start and End date of services. Contact Details of SPoC from the three organisations should also be furnished.</td>
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</tbody>
</table>

**4. Non Blacklisting**

The Bidder should not have been blacklisted by any Bank, Financial Institution, Govt.’s Bidder Black List earlier.

Bidder should submit a declaration to the effect as per the format provided in Annexure-VII. If this declaration is found to be false, the Bank shall have the right to reject Bidder’s offer and if the Bid has resulted in a contract, the contract is liable to be terminated.

** Scheduled banks in public or private sector / All India FIs / NBFCs/ Insurance Cos/Regulatory bodies dealing with any financial matter in India.**
4. ANNEXURE IV – Evaluation Methodology

4.1. **Evaluation by the Technical Evaluation Committee**

The Technical Bids would be evaluated by the Technical Evaluation Committee based on the technical evaluation criteria and sub criteria listed below.

<table>
<thead>
<tr>
<th>Stage</th>
<th>Description</th>
<th>Maximum Score</th>
<th>Weighted Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A (70% weight in Technical Score)</td>
<td>Compliance with Technical Requirements</td>
<td>100</td>
<td>70</td>
</tr>
<tr>
<td>B (20% weight in Technical Score)</td>
<td>Presentation by Bidder</td>
<td>100</td>
<td>20</td>
</tr>
<tr>
<td>C (10% in weight in Technical Score)</td>
<td>Minimum 3 reference of similar nature project and One Site visit preferably Mumbai</td>
<td>100</td>
<td>10</td>
</tr>
</tbody>
</table>

4.1.1. When deemed necessary the Tender Evaluation Committee may seek clarifications on relevant aspects from the Bidder. However, that would not entitle Bidder to change or cause any change.

4.1.2. The scoring methodology for Technical Bid components is explained in the following paragraphs.

4.1.3. Scores for the above individual parameters shall be added to determine the technical scores of the Bidders. The Bidder with the highest technical score shall be ranked as T1.

4.2. **Scoring Methodology for Stage A**

4.2.1. The Bidder should provide a response to each of the requirements listed in Annexure XIX. The response should specify whether the Nab Treasury Application proposed by the Bidder is compliant with the requirement or not.

4.2.2. Bidder is required to put Vendor Score in response column in Technical Specifications (Annexure XIX). Further, remarks column is to enable the Bidder to indicate if the desirable feature is available is at an additional cost, the additional cost should be provided at Point I of Commercial Bid (Annexure V).
<table>
<thead>
<tr>
<th>Bidder Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>The application meets all the expectations</td>
</tr>
<tr>
<td>7</td>
<td>The application meets more than 80% of the expectations and the remaining can be met through customization/work around within the period of implementation of the project.</td>
</tr>
<tr>
<td>5</td>
<td>The application meets more than 60% of the expectations and the remaining can be met through customization/work around within the period of implementation of the project</td>
</tr>
<tr>
<td>0</td>
<td>Less than 60% of the expectations are met</td>
</tr>
</tbody>
</table>

**4.1.1.** If a feature & functionality is not available in the product/solution offered, but can be made available as an optional/add-on feature at an additional cost, the vendor score for that item shall be marked as 0 and the fact that the feature is available at an extra cost should be mentioned in the Remarks column by the bidder. The prices for ALL such optional/add-on products, must be listed separately in Point I of Commercial Bid (Annexure V) and reference to the relevant feature numbers must be provided thereof.

**4.1.2. Scoring Methodology for Stage B**

*4.1.2.1.* The Bidder should present proposed solution and its functionalities, plan of implementation, plan to manage day to day affairs of project.

*4.1.2.2.* Time slot of 30 minutes shall be allocated to each bidder for presentation.

*4.1.2.3.* Date & Time, place shall be intimated to eligible bidders later.

**4.1.3. Scoring Methodology for Stage C.**

*4.1.3.1* Bidder shall provide reference 3 projects of similar nature with detailed implementation scope of work and implantation of projects.

*4.1.3.2.* Bidder shall provide one reference for site visit preferably in Mumbai.
5. ANNEXURE V – Commercial Bid

Bidder is required to furnish the commercial details in following formats. Cost is to be mentioned in INR. Rows may be added in the following tables based on requirement.

**A. Software including OS, Middleware and DB or any other component (Inclusive of 1 Year warranty) :**

<table>
<thead>
<tr>
<th>SN</th>
<th>Name of Software Component</th>
<th>Licences Type (Named-user/Concurrent)</th>
<th>Qty</th>
<th>Unit cost with 1 year warranty (a)</th>
<th>Taxes (b)</th>
<th>Total cost (a+b)</th>
<th>Remarks, if any</th>
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</tbody>
</table>

**B. Software OS, Middleware and DB or any other component AMC Cost for 2nd year**

<table>
<thead>
<tr>
<th>SN</th>
<th>Name of Software Component</th>
<th>Licences Type (Named-user/Concurrent)</th>
<th>Qty</th>
<th>2nd year Unit cost with 1 year warranty (a)</th>
<th>Taxes (b)</th>
<th>Total cost (a+b)</th>
<th>Remarks, if any</th>
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</tbody>
</table>

**C. Software including OS, Middleware and DB or any other component AMC Cost for 3rd year**

<table>
<thead>
<tr>
<th>SN</th>
<th>Name of Software Component</th>
<th>Licences Type (Named-user/Concurrent)</th>
<th>Qty</th>
<th>3rd year Unit cost with 1 year warranty (a)</th>
<th>Taxes (b)</th>
<th>Total cost (a+b)</th>
<th>Remarks, if any</th>
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</tbody>
</table>
Nab Treasury Application

D. Software including OS, Middleware and DB or any other component
AMC Cost for 4th year

<table>
<thead>
<tr>
<th>SN</th>
<th>Name of Software Component</th>
<th>Licences Type (Named-user/Concurrent)</th>
<th>Qty</th>
<th>4th year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>Unit cost with 1 year warranty (a)</td>
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<tr>
<td>1</td>
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<tr>
<td>Total</td>
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</tr>
</tbody>
</table>

E. Software including OS, Middleware and DB or any other component
AMC Cost for 5th year

<table>
<thead>
<tr>
<th>SN</th>
<th>Name of Software Component</th>
<th>Licences Type (Named-user/Concurrent)</th>
<th>Qty</th>
<th>5th year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Unit cost with 1 year warranty (a)</td>
</tr>
<tr>
<td>1</td>
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<tr>
<td>Total</td>
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</tbody>
</table>

✓ Bidder must mention separate line items for all the software components individually of the proposed Nab Treasury Application.
✓ Bidder shall quote software cost with 1st year warranty.
✓ ATS cost upto 5th year for all the software components will be taken into account for commercial evaluation by using NPV calculation method. However, payment of ATS cost for 2nd, 3rd, 4th and 5th years will be made in the beginning of the respective year.
✓ The lower of %ge rate applied by the bidder to arrive at ATS cost, mentioned in commercial bid, for 2nd, 3rd, 4th and 5th years respectively will be applicable to avail renewed ATS services by the Bank in subsequent years after the contract period for the implemented solution and the bidder will be required to arrange for the same.
F. Implementation and migration:

<table>
<thead>
<tr>
<th>SN</th>
<th>Name of the Item</th>
<th>Qty</th>
<th>Unit cost (a)</th>
<th>Taxes (b)</th>
<th>Total cost (a+b)</th>
<th>Remarks, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Implementation</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Migration of existing data</td>
<td></td>
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</tr>
</tbody>
</table>

➢ The Vendor should submit migration audit report from the third party before UAT of migration.

G. Onsite resources cost.

<table>
<thead>
<tr>
<th>SN</th>
<th>Name of the Item</th>
<th>Qty</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of on-site Support Engineer</td>
<td>1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Man per day rate for any change request</td>
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</tbody>
</table>

✓ The vendor will also make services of one support engineer available on-site for one year at NABARD after final acceptance of the solution to ensure availability of solution and coordination with other stakeholders as per requirement of the Bank

✓ Bank has right to engage additional engineer at same cost during the period of contract.

H. Training

<table>
<thead>
<tr>
<th>SN</th>
<th>Name of the Item</th>
<th>Batches</th>
<th>Unit cost (a)</th>
<th>Taxes(b)</th>
<th>Total Cost(a+b)</th>
<th>Remark s, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Senior Executive level awareness program(half day)</td>
<td>1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Core Team training (2 days)</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Technical use Training (3 days)</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>4</td>
<td>e-learning Module for users</td>
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</tbody>
</table>
Bidder will extend additional training services, if required by the Bank, anytime during the contract period at the unit rate mentioned above for respective type of training. Bank will make additional payment at the unit rate quoted by the bidder and finalized in the contract for respective type of additional trainings beyond the scope of this tender.

I. Other Cost (if applicable)

<table>
<thead>
<tr>
<th>SN</th>
<th>Name of the Item</th>
<th>Unit cost(a)</th>
<th>Taxes(b)</th>
<th>Total Cost(a+b)</th>
<th>Remarks, if any</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>
6. ANNEXURE VI – Letter of Authorisation to Bid

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

Ref.No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

The Chief General Manager
Department of Information Technology,
National Bank for Agriculture and Rural Development
5th Floor, C 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 NB.HO.DIT/

This has reference to your above RFP for Nab Treasury Application for NABARD. 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.
7. ANNEXURE VII – Non-Blacklisting
(on Organisation’s letterhead)

To the best of our knowledge and as per records available with the Company, we hereby declare that we have not been placed on any black list, declared by any Bank, Financial Institution, Govt’s Bidder 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.

Signature of Bidder: ______________________
Place: ______________________
Date: ______________________
Name of Signatory: ______________________
ANNEXURE VIII – Earnest Money Deposit/Bid Security Form

Ref.No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

The Chief General Manager
Department of Information Technology,
National Bank for Agriculture and Rural Development
5th Floor, C Wing, C-24, 'G' Block, Bandra-
Kurla Complex, P.B. No. 8121, 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 Nab Treasury Application 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 `-------- /- (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 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 supply the said software in 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 ` ----
---------/- (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.
Nab Treasury Application

(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)

All Confidential Information shared pursuant to the NDA is required to maintained as confidential in perpetuity unless such information falls within the exceptions set out therein.
9. ANNEXURE IX – Pre-Contract Integrity Pact

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

Between

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as “The Buyer”

And

…………………………………………. hereinafter referred to as “The Bidder”

Preamble

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

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

Section 1 – Commitments of the Buyer

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

   a. No employee of the Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b. The Buyer will, during the tender process treat all Bidder(s) with equity and reason.

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

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

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

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

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

   a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer’s employees involved in the tender process or the execution of the contract or to any
Nab Treasury Application

third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

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/ Transparency International (TI) approach or with any Public Sector Enterprise in India/ Undertaking in India or any Government Department in India.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process and/or an action for his exclusion may be taken and/or he shall be liable for compensation of such damages that are incidental to such transgression mentioned herein.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors
(1) In case of sub-contracting, the Contractor shall take the responsibility of the adoption of Pre- Contract Integrity Pact by the sub-contractor and shall submit the same to the Buyer before contract signing.

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

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

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s)/ Subcontractor(s)
If the Buyer obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor
(1) The Buyer appoints competent and credible Independent External Monitor (“Monitor”) for this Pre- Contract Integrity Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is:
Shri Pramod Kumar Sangewar, IRSS (Retd)
H No. 12-5-65/1, Flat No 109,
Shri Harsha Sethuram Unique,
Vijaypuri Colony, South Lalaguda,
Secunderabad,
Telangana - 500 017

(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 the right to access all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of
Nab Treasury Application

the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

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

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

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

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

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

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

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

Section 9 – Pact Duration

This Pre-Contract Integrity 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 third party/OEM Bidders after 6 months. 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 Laws, place of performance and jurisdiction is the Head Office of the Buyer, i.e. Mumbai.

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

(3) If the Contractor is a consortium, this agreement should be signed by all consortium members.

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

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

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

BUYER

Name of the Officer

Designation

NABARD

Bidder

Chief Executive Officer

Organisation

Witness

1. ____________________

2. ____________________

Witness

1. ____________________

2. ____________________
10. **ANNEXURE X – Statement of Deviations**

The Statement of Deviation allows a Bidder to request for deviations in their scope of work. The specific clause referred to in Annexure I is a representation that the Bidder will abide by all terms of the RFP.

Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.

NABARD may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by NABARD will not entitle the Bidder to submit a revised Technical or Commercial Bid.

<table>
<thead>
<tr>
<th>Sr. NO.</th>
<th>Page Number</th>
<th>Section Number</th>
<th>Clarification point as stated in the tender document</th>
<th>Comment/ Suggestion/ Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>6.</td>
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**Authorized Signatories**

**Name:** ______________________________

**Designation:** _________________________

**Company Seal:**
**Annexure XI – Bank Mandate Form**

**(To be submitted in Duplicate)**

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>1.</td>
<td>Name of Bidder/Organisation</td>
</tr>
<tr>
<td>2.</td>
<td>Address of the Bidder/Organisation</td>
</tr>
<tr>
<td></td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Pin Code</td>
</tr>
<tr>
<td></td>
<td>Phone No. with STD code</td>
</tr>
<tr>
<td>3.</td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td>4.</td>
<td>GST Number</td>
</tr>
<tr>
<td>5.</td>
<td>MSE Registration / CA Certificate 3 (if applicable)</td>
</tr>
</tbody>
</table>

5. **Particulars of Bank account:**

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Beneficiary Name</td>
<td></td>
</tr>
<tr>
<td>Bank Name</td>
<td>Branch Name</td>
</tr>
<tr>
<td>Branch Place</td>
<td>Branch City</td>
</tr>
<tr>
<td>PIN Code</td>
<td>Branch Code</td>
</tr>
<tr>
<td>MICR No.</td>
<td></td>
</tr>
<tr>
<td>Account type</td>
<td>Saving</td>
</tr>
<tr>
<td>Account No.</td>
<td></td>
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</tbody>
</table>

**Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number**

<p>| | |</p>
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<thead>
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<tbody>
<tr>
<td>IFSC CODE</td>
<td>For transfer RTGS</td>
</tr>
</tbody>
</table>

6. I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold NABARD responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI RTGS/NEFT.

Place : _____________

Date : _____________

Signature of the party / Authorized Signatory

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

Bank’s stamp

(Signature of the Authorized Official from the Bank’s)

Date :
12. ANNEXURE XII – Compliance Statement
(To be submitted on Bidder’s letter head)

**Declaration**

Ref. No. NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

<table>
<thead>
<tr>
<th>Compliance</th>
<th>Description</th>
<th>Bidder Response (Yes/ No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Terms &amp; Conditions,</td>
<td>We hereby undertake and agree to abide by all the terms and conditions including annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of Bids)</td>
<td></td>
</tr>
<tr>
<td>General Terms &amp; Conditions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scope of Work</td>
<td>We certify that the proposal submitted by us is as per the scope of work stipulated in the RFP. (Any deviation may result in disqualification of Bids)</td>
<td></td>
</tr>
</tbody>
</table>

Bank 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: _______________________________
13. ANNEXURE XIII – Non Disclosure Agreement

(To be executed on a non-judicial stamped paper of requisite value based on place of execution)

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 / 2013 having its registered office at .............. (hereinafter referred to as the “Bidder”, 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 Bidder and NABARD are hereinafter collectively referred to as “Parties” and individually as “Party”.

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Proposal to appoint a Bidder for Nab Treasury Solution, the scope of which is specified in RFP Ref No. NB.HO……………… 2022 and whereas

2. The Bidder proposes to Bid for the work through an RFP process. 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 Bidder some Confidential Information (as hereinafter defined), to enable the Bidder to carry out the aforesaid exercise (hereinafter referred to as "the Purpose").

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and NABARD granting the Bidder 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. Definitions

(i) Confidential Information” means all information that NABARD designates as being confidential or which the circumstances surrounding the disclosure ought to be treated as confidential. It includes all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the Bidder during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Bidder to carry out the assignment, and shall mean and include, without limitation (1) data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; (2)information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s Nab Treasury Application, information relating to nature and content of data stored within Nab Treasury Application or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received
Nab Treasury Application

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; (3) Information such as any trade secrets, discoveries, ideas, concepts, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity, commercial, financial, scientific or technical information, patent and trademark applications, process designs, process models, drawings, plans, designs, data, databases and extracts therefrom, formulae, methods, know-how and other intellectual property, marketing and pricing information, and other strategies, concepts, ideas; (4) technical or business information or material not covered in (i); (5) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, financial reports, business plans, customer lists, products or production processes, 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; (6) 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 (7) all such other information which by its nature or the circumstances of its disclosure is confidential Confidential Information in oral form should be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure (ii)

“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.

2. Confidentiality
   i) The Bidder 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. Bidder shall not, without prior written permission of NABARD, use or disclose for its own or any third party's benefit any Confidential Information received hereunder for purposes other than the Purpose.
   ii) 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.
   iii) All Confidential Information of NABARD remains the exclusive property of NABARD and Bidder acknowledges and agrees that nothing contained in this Agreement will be construed as granting any rights, by license or otherwise, to any Confidential Information, except as expressly specified in this Agreement with respect to the Purpose. Bidder nor any of its employees or agents shall attempt to acquire or appropriate any right or title in or to the Confidential Information whether by means of patent application or otherwise.
Nab Treasury Application

iv) In the event Bidder is legally compelled to disclose any Confidential Information in a judicial, administrative or governmental proceeding, Bidder shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. Bidder 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 Bidder 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.

v) Further disclosure of Confidential Information received hereunder shall be limited to Bidder’s employees who need access to the Confidential Information for the performance of activities related to this Agreement and the RFP and prior to the disclosure of any Confidential Information, Bidder shall inform each employee of the confidential nature of the Confidential Information and shall expressly require that the employee agrees to handle the Confidential Information in accordance with this Agreement. Each Party shall be fully responsible for any breach of any obligation of secrecy or limited use by its employees.

vi) Bidder may disclose Confidential Information to its Affiliates if and to the extent this is required to achieve the Purpose provided that such Affiliates are bound by obligations of confidentiality and limited use at least as restrictive as those set forth herein, and further provided that any breach thereof by such Affiliates shall be deemed a breach by Bidder hereunder.

vii) The Bidder agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

viii) Confidential Information does not include information which as is shown by competent written evidence:
   (a) Is or subsequently becomes legally and publicly available without breach of this Agreement or the RFP, at the time of disclosure.
   (b) After disclosure, becomes part of the public domain by publication or otherwise through no fault or breach by the Bidder.
   (c) was rightfully in the possession of the Bidder without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this RFP. The recipient shall have the burden of proving the source of information herein above mentioned.
   (d) was rightfully obtained by the Bidder from a source other than NABARD without any obligation of confidentiality,
   (e) was developed by for the Bidder independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.
   (f) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
   (g) is released from confidentiality with the prior written consent of the other Party.

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

3. Publications
   The Bidder shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this RFP, 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 of execution hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Bidder 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 Bidder 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 for a period of five years after the expiry or termination of the agreement, whichever is earlier.

5. **Title and Proprietary Rights**
   Notwithstanding the disclosure of any Confidential Information by NABARD to the Bidder, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD. Inventions, improvements or discoveries made by Bidder using any Confidential Information hereunder as well as all intellectual property rights arising in this connection shall be the sole and absolute property of NABARD. Bidder shall promptly notify NABARD in writing of any such invention, improvement or discovery and assign and transfer to NABARD promptly and all right and title in such invention, improvement or discovery. Bidder shall be compensated for the invention, improvement or discovery in case such is being used by NABARD for commercial usage.

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, materials, abstracts, extracts, samples, notes, modules thereof, all analyses, summaries, memoranda or other notes made by the Bidder, and all other physical or electronic media containing Confidential Information, except for one copy which may be retained by an authorized legal representative of the Bidder solely for purposes of assuring compliance hereunder and except that electronic data comprised of Confidential Information of NABARD, as stored on Bidder's electronic data systems 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 Bidder acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Bidder 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 Bidder, 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 The Bidder shall notify NABARD immediately upon discovery of any unauthorized used or disclosure of Confidential Information, and will cooperate with NABARD in every reasonable way to help NABARD regain possession of the Confidential Information and prevent further unauthorized use thereof.

7.3 The Bidder acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that NABARD shall be entitled, without waiving any of its rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction, NABARD shall also have the right to impose the following consequences on the Bidder.

   a. Suspension of access privileges for Bidder
   b. Requiring the Bidder to change personnel assigned to the relevant job in relation to which breach has occurred;
   c. Financial liability for all direct damages which NABARD has incurred as a result of breach of the terms of this Agreement by the Bidder or its employees or advisors or representatives.

NABARD may visit the Bidder’s premises, with reasonable prior notice and during normal business hours, to review the Bidder’s compliance with the term of this Agreement. The particulars of visit and verification of the relevant documents shall be decided by NABARD and communicated to the Bidder with prior intimation.

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.

Neither Party shall be obligated to the other hereunder to enter into any further contractual arrangements. Disclosure of Confidential Information hereunder shall be limited to the Purpose; and further agreements, if any, shall be subject to terms and conditions to be mutually agreed by both Parties.

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 For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Bidder to Bank shall be the property of the Bank and shall be considered as confidential information of the Bank. The Bidder shall not be disclosing such details to any third parties without having the express written permission of the Bank.

9.4 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 a 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.

9.5 NABARD makes no representation or warranty whether express or implied, with respect to the accuracy, truthfulness, completeness lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else of any Confidential Information provided to Bidder hereunder and Bidder agrees that NABARD and its Affiliates shall not incur any liability to Bidder as a result of Bidder’s use of or reliance on the Confidential Information hereunder.

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

9.7 Nothing contained herein shall be deemed to be an obligation on NABARD to disclose any Confidential Information.

9.8 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.

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

10. Suggestions and Feedback
Either Party from time to time may provide suggestions, comments or other feedback to the other Party with respect to Confidential Information provided originally by the other Party (hereinafter “Feedback”). Both Parties 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.

BUYER
Name of the Officer
Chief Executive Officer
Designation
Organisation
NABARD

Witness
1. ______________________ 1. ______________________
2. ______________________ 2. ______________________
In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 (hereinafter referred to as “Purchaser”) having agreed to undertake Nab Treasury Application for NABARD (hereinafter referred to as “Services”) from __________________ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the RFQ (Ref. No._____ Dated_______) and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the Nab Treasury Application (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said Contract and also guaranteeing the Proposed Services as per the terms and conditions of the said Contract;

1) We, __________________________ (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the Contractor, do hereby guarantee and undertake to pay to the Purchaser, forthwith on mere demand and without any demur, at any time up to __________2022 (validity date of BG) money or monies not exceeding a total sum of Rs ______/- (Rupees ______ only) as may be claimed by the Purchaser to be due from the Contractor by way of loss or damage caused to or would be caused to or suffered by the Purchaser on failure of the Contractor to provide Proposed Services as per the terms and conditions of the said Contract (“Guarantee”).

2) Notwithstanding anything to the contrary, the decision of the Purchaser as to whether the Contractor has failed to provide Proposed Services as per the terms and conditions of the said Contract will be final and binding on the Bank and the Bank shall not be entitled to ask the Purchaser to establish its claim or claims under this Guarantee but shall pay the same to the Purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/ or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, arbitrator, or any other authority.

3) This Guarantee shall expire on __________2027 (validity date) without prejudice to the Purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. __________ 2027.

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the Purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the Purchaser under or by virtue of the said Contract have been duly paid and its claims satisfied or discharged or the Purchaser certifies that the terms and conditions of the said Contract have been fully carried out by the Contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, the Purchaser shall be entitled to act as if we are Purchaser’s principal debtors in respect of all the claims of the Purchaser against the Contractor hereby guaranteed by us as aforesaid and we
hersby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the Purchaser that the Purchaser shall have the fullest liberty without affecting, in any manner, the Bank’s obligations under this Guarantee to extend the time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the Purchaser against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the Contractor for any forbearance, act or omission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the Contractor or the Bank nor shall it be affected by any change in the constitution of the Purchaser by any amalgamation or absorption or with the Contractor, Bank or the Purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the Contractor heretofore mentioned for the same Contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the Contractor heretofore mentioned for the same Contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

i. Our liability under this Guarantee shall not exceed ₹. _______/-(Rupees ______ only);

ii. This Guarantee shall be valid up to __________(validity date);

iii. Unless actions to enforce the claims is filed on or before __________(validity date) all rights under the said Guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

iv. The Bank is liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if the Purchaser serves upon the Bank a written claim or demand on or before __________(validity date)

11) The Bank has power to issue this Guarantee under the statute/ constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank. Date this __________ day of __________ 2022 at __________
Nab Treasury Application

For and on behalf of ---------------- Bank.

sd/- ---------------------------------

Dated this ------- ----- day of ------------ 2022 at

For and on behalf of ------------------ ---- Bank.

Sd/_____
15. ANNEXURE XV – Contract Form
(to be executed on Non-judicial stamp paper of appropriate value)

National Bank for Agriculture and Rural Development (NABARD), a Body Corporate established under the National Bank for Agriculture and Rural Development Act, 1981, and having its Head Office at C-24, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Bank / Purchaser, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assignee) of one part; and

M/s ____________________ (Name of the Bidder/Service Provider), a Company/a Firm/ duly registered/incorporated _______ Act, having its Registered Office/ Head Office/ Corporate Office at ____________________________ (City & Country of Bidder/Supplier) (hereinafter referred to as the “the Supplier” / “Bidder”, 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 Nab Treasury Application for the Bank should be provided by the Supplier viz., ________________ _______________ (Brief Description of Goods, Services and Consultancy) and has accepted a Bid by the Supplier for Nab Treasury Application for the Bank 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 Contract words and expressions shall have the same meanings as are respectively assigned to them in RFP.

2. The following documents shall be deemed to form and be read and construed as part of this Contract along-with RFP, viz.:
   a) The Bid form, price schedule and all other documents submitted by the Bidder in response to the RFP;
   b) The Scope of Work;
   c) The special terms and conditions provided under the RFP;
   d) The Service Level Agreement;
   e) The general terms and conditions provided under the RFP;
   f) The Purchaser’s Notification of Award

   However, in case of any conflict clauses between this Contract 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 Contract 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 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:

7.3.1 the venue and seat of the arbitration shall be Mumbai;

7.3.2 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;

7.3.3 the language of the arbitration shall be English;

7.3.4 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;
7.3.5 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;

7.3.6 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

7.3.7 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.

7.4 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 20 (Dispute Resolution, Governing Law and Jurisdiction).

7.5 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. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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
Nab Treasury Application

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.

14. SPECIFIC PERFORMACE

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.

15. 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

__________________________
(Name & Designation) for and on behalf of

__________ , One Part (the Bidder)

Signed, Sealed and Delivered by the

__________________________
(Name & Designation) for and on behalf of

NABARD, One Part (the Purchaser)

Witness

1. _____________________  1. _____________________
2. _____________________  2. _____________________
SERVICE LEVEL AGREEMENT FOR NAB TREASURY APPLICATION

This SERVICE LEVEL AGREEMENT, made on this ________ (day) of __________, 2022 (hereinafter referred to as the “SLA/Agreement”)

BY AND BETWEEN:

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

__________________________, a __________________ incorporated under the (____________) and having its registered office at ________________________, together with its Affiliates and represented herein by its Authorised Signatory, (Shri ________________, (name, designation & vertical or division, etc.) hereinafter referred to as the “Service Provider”, which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors and permitted assigns) of the SECOND PART.

As the context may require, the Service Provider and NABARD shall, collectively hereinafter be referred to as “Parties” and individually as “Party”.

WHEREAS:
Nab Treasury Application

A. NABARD is engaged in the business of providing and regulating credit and other facilities for the promotion and development of economic activities in rural areas with a view to promoting integrated rural development and securing prosperity of rural areas, and for matters connected therewith or incidental thereto.

B. The Service Provider is engaged in the business of ____________

C. NABARD had issued a Request for Proposal (“RFP”) vide ref No. [•] dated [•] for provision of certain services which include the implementation of the Nab Treasury Application, and had selected the Service Provider as the successful bidder as per the terms of the RFP.

D. Accordingly, Parties have entered into an agreement on or about the date hereof for the provisions of services for designing and implementation of Nab Treasury Application (“Principal Agreement”).

E. Pursuant to the Principal Agreement, the Service Provider agrees to provide Support Services (as defined hereinafter) in relation to the implementation of the Nab Treasury Application to NABARD.

F. The Parties have now decided to enter into this Agreement to record the terms and conditions which will govern the Support Services rendered by the Service Provider to NABARD during the Term (as defined hereinafter).

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. DEFINITIONS

The terms used but not defined in this Agreement shall have the meaning given to such terms in the Agreement. The following terms shall have the meanings assigned to them herein below:
Nab Treasury Application

“Application Development” means any tools developed on the specific needs of NABARD for any internal or external use;

“Affiliate” of either Party means a person or entity, directly or indirectly, Controlling, Controlled by, or under common Control with such Party;

“Agreement” means this Service Level Agreement together with the Recitals, Schedules and Annexures hereto, as amended, modified or supplemented from time to time, in accordance with the terms herein;

“Background Intellectual Property” means Intellectual Property owned or controlled by a Party, including Intellectual Property developed prior to or independently of this Agreement, which the Party determines, in its sole discretion, to make available for the carrying out of the Support Services and includes Intellectual Property licensed to or acquired by the Parties from time to time pursuant to this Agreement;

“Bugs” means a failure of a software or program to perform as specified in the applicable product description and/or user’s guide and/or installation guide due to defective software distribution media or otherwise.

“Business Day” means any day of the week except Sunday or any day on which the banks in India are closed for business;

“Consumables” means any items purchased to run the IT operations and make end user productive

"Contract Price” shall mean the total consideration to be paid by NABARD to the Service Provider as agreed under the Principal Agreement;

“Customization” – means making changes to an Off-the-Shelf software/hardware to meet Bank’s requirements

“Discloser” means the Party disclosing Confidential Information;

“Effective Date” shall mean the date of commencement of the Support Services and all other obligations of the Service Provider hereunder i.e., [•];
Nab Treasury Application

“**Equipment**” means any physical appliance that requires installation at the NABARD premises.

“**Escalation**” means any unresolved queries or service requests in prescribed timeline.

“**Force Majeure**” means occurrence of one or more of the following events which are beyond the reasonable control of the Parties despite having exercised all reasonable care and due diligence, and which are unforeseen, unavoidable or insurmountable, and which arise after the Effective Date and which prevent total or partial performance of this Agreement by either Party. Such events shall include:

a. war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade and military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;

b. act of terrorism, sabotage or piracy;

c. act of authority whether lawful or unlawful, compliance with any Law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;

d. act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, nuclear catastrophe, volcanic activity, land slide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease;

e. explosion, fire, destruction of facilities, and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;
Nab Treasury Application

f. general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; or

g. any other cause beyond the reasonable control of the applicable Party.

Provided that the current ongoing situation regarding COVID-19 and/or lockdowns due to COVID-19 shall not be considered as Force Majeure Event under this Agreement.

“Go-Live” means the implementation of Nab Treasury solution/application is complete as under:

- The delivery and installation of NAT software and other necessary software’s are completed
- NTA software has all functionality mentioned in “Scope of Work” in Chapter 4 and Annexure XVIII of RFP.
- The Database migration is completed.
- The application is ready for usage by the end users.
- The production system is running smoothly as expected and received signoff from competent authority.
- All documents are provided to NABARD

“Intellectual Property” means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including patents, trademarks, copyright, integrated circuits, trade secrets, know how, design rights, discoveries, ideas, concept notes, business methods, software codes (including source code, object code executable file) and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests;

"Materials" includes source codes, concepts, documents, property, information and the subject matter of any category of Intellectual Property (including all associated documents, data, libraries, tools, and other items and materials necessary or desirable to enable any person or its agents/contractors to fully understand, use, modify and maintain such Intellectual Property);

“NABARD Data” means any information or material:
a. disclosed or submitted, directly or indirectly, to the Service Provider or its Authorised Representative(s) by NABARD in order to perform or in connection with the Support Services;

b. learnt or generated or obtained by the Service Provider or its Authorised Representative(s) as a result of performing the Support Services; and

c. which shall include information relating to NABARD’s customers, technology, operations, facilities, consumer markets, products, capacities, procedures, security practices, business affairs and other proprietary information,

d. in any media whatsoever (including electronic) and in each case which is in the possession, custody or control of the Service Provider or and as such data is modified, added to or stored from time to time.

“Personnel” shall mean NABARD’s employees, executives, board members or individuals engaged in day to day business of NABARD or as may be designated by NABARD;

“Project” the design, and implementation of the Nab Treasury Application, by the Service Provider and maintenance, support and upgradation thereof, pursuant to the Principal Agreement;

“Recipient” means the Party receiving Confidential Information;

“Reports” means information from the services in desired format.

"Response Time" means the elapsed time between the receipt of a Support Call and the target time within which Service Provider Support as verified by a written confirmation to NABARD.

"Resolution Time" means the time between the receipt of a Support Call and the target time within which Service Provider resolves the issue as verified by a written confirmation to NABARD.

“Scheduled Business Operation Hours” is from 8:00 AM to 8:00 PM (IST) on Business Days
“Service” means any installation, support which makes good of failed service either pre agreed or as requested by NABARD

“SLA” – SLA means this Service level Agreement which defines the services provided, the indicators associated with these services, acceptable and unacceptable service levels, liabilities on the part of the Parties and actions to be taken in specific circumstances.

“Support Services” means the services to be provided by the Service Provider to NABARD as set out in Part C (Support Service) and Schedule I of this Agreement;

"Support" means implementation support in the form of supply, installation, implementation, commissioning, maintenance of the software and maintenance of the desired Service Levels to provide quality customer service to NABARD.

"Support Term" is the period starting from the date of this Agreement, consisting of (a) warranty duration, and (b) post-warranty Annual Maintenance of duration for the delivery of Support. It will also mean such further extensions or renewals undertaken in accordance with this Agreement.

"Service Levels" refers to the performance standards required to be complied with by the Service Provider in relation to providing the Support Services under this Agreement, including the standards as set forth in Schedule I and other standards in relation to the required availability, response times, etc. as may be mutually agreed to between the Parties;

“Third Party” means a legal entity, or person(s) that is not a Party to this Agreement, but does not include Affiliates;

“The software” means any tools deployed either Off-the-shelf purchase or developed for the purpose of NABARD by the Service Provider

“Trouble Ticket” means the ticket raised by the Service Desk on receipt of notification by NABARD of any problem;
Nab Treasury Application

“UAT” means user acceptance testing to ensure that all features as agreed under the Principal Agreement.

“Upgrade” means an improved version of the whole or any part of the System.

“Warranty Period” means a period of 36 months commencing from the date of Go-Live of the Nab Treasury Application as per the terms of the Principal Agreement/Work order/Purchase order.

2. INTERPRETATION:

The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant statute / legislation. If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the schedules or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.

3. SCOPE OF DOCUMENT

This Agreement has been executed in relation to supply & delivery, implementation and support portion of the Project between the Parties. The detailed Service Levels have been set out in this Agreement in the Schedule I.

This Agreement shall ensure the following:

a) Establishment of mutual responsibilities and accountability of the Parties;

b) Definition of each Party’s expectations in terms of services provided;

c) Establishment of the relevant performance measurement criteria;

d) Definition of the availability expectations;

e) Definition of the escalation process; and

f) Establishment of trouble reporting single point of contact;

4. SUPPORT SERVICES

The details of Support Services to be provided by the Service Provider in relation to the Principal Agreement referred to by NABARD, along with the respective
Nab Treasury Application

Service Levels, are outlined in Schedule I to this Agreement. The Service Provider shall provide all other services, functions, responsibilities and tasks that are required for, and incidental to, the proper performance and provision of the Support Services expressly specified in Schedule I.

4.1. Service Levels

The Service Provider shall comply with the relevant Service Levels set out in Schedule I of this Agreement. In the event, Service Level is not specified for any particular Support Services to be provided under this Agreement, the Service Provider’s performance will be at par with the performance expectation of NABARD with respect to such Support Services.

4.2. Maintaining Service Levels

4.2.1 The Service Provider shall be responsible for implementing and operating all measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable Service Levels.

4.2.2 The Service Provider shall submit monthly reports on the 7th day of each calendar month to NABARD, with such details and in the format, as may be mutually agreed between the Parties, specifying compliance with the Service Levels.

4.2.3 Service Provider shall provide additional services including advisory and consultancy on such terms and conditions as may be mutually agreed between the Parties. These services shall be made available for such fee as shall be determined by the Parties on the basis of the time to be spent and materials required for such services.

5. ANNUAL MAINTENANCE CONTRACT (AMC)

5.1 On expiry of Warranty, Service Provider will provide AMC for the system software/hardware for a period of duration as agreed in the RFP. While NABARD and Service Provider agree that the AMC is for a minimum period of 4 years post warranty period, the Agreement shall be automatically renewed on yearly basis,
Nab Treasury Application

unless otherwise decided by NABARD by giving a 30 days’ prior written notice to the other.

5.2 Service Provider shall offer comprehensive support under AMC, etc. supplied at Data Centre (DC) or Disaster Recovery (DR). The support will also cover proactive system health check and reporting. However, this monitoring shall require NABARD’s permission with relevant access levels to the Systems.

5.3 AMC support shall be provided on 24 x 7 x 365 basis.

5.4 Software maintenance services: Software maintenance services include providing support for software deployed. This also includes bug fixing, applying patches and upgrades (both major and minor), fixing of vulnerabilities/defects identified through VAPT exercise or IS Audit or any other audit/observations, fine tuning of databases based on Database Tuning exercise, etc. The Service Provider shall ensure that during version upgrades and version migrations, customisations already done are carried over successfully.

5.5 The Service Provider shall maintain the application tuned for optimum performance and shall provide application utilization metrics (e.g., Process/Module names, no. of transactions executed, process execution time metrics, delayed process, abandoned processes, etc.)

6 AUDIT SERVICES

6.1 If it is desired by NABARD/Reserve Bank of India or any regulatory authority of the country, the Service provider shall subject themselves to an audit of the systems and processes followed by the Service Provider for the product supplied to NABARD as also the processes/services, by which, support is being provided to NABARD, including support services, escalation methodologies, change management processes, etc. as per the risk parameters finalized by the NABARD/such auditors.

6.2 The Service Provider shall, whenever required by such Auditors, furnish all
relevant information, records/data to them. All costs for such audit shall be borne by the NABARD or as per mutual agreed proportion. No Audit or inspection will be allowed till Service Provider has received at least 5 business days’ prior written notice for Audit or inspection conducted by NABARD, while prior notice may not be given for Audit or inspection conducted by Regulatory authority.

6.3 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by NABARD or in the certification submitted by the auditors, it is agreed upon by the Service Provider that it shall correct/resolve the same within such timelines as prescribed by NABARD. The Service Provider shall provide certification of the auditor to NABARD regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies were observed.

6.4 NABARD reserves the right to call and/or retain any relevant material information/reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to NABARD.

7. PERSONNEL AND INSPECTION OF RECORDS

7.1 The Service Provider shall coordinate with the Authorised Representatives of NABARD, for continuous monitoring and assessment by NABARD of the Support Services provided under this Agreement.

7.2 The Service Provider shall appoint sufficient number of individuals in order to ensure that the Support Services are provided to NABARD in a proper, timely and efficient manner. The Service Provider shall provide NABARD with the names of the individuals who shall be involved in carrying out the Support Services and shall obtain approval in writing from NABARD before making any change in such team. The individuals appointed by the Service Provider shall be those indicated by the Service Provider under its response to the RFP. Any additional individual shall be appointed subject to prior written approval from NABARD.
7.3 The Service Provider shall maintain electronic books of accounts, log-books and any other operating records that it may deem necessary in connection with the rendering of Support Services under this Agreement. The Service Provider shall retain all such electronic books of accounts and operating records relating to the Support Services for a period of 7 (seven) years after the expiry or earlier termination of the Agreement.

7.4 In order to enable NABARD to comply with Applicable Laws, the Service Provider shall furnish such documents and information, in addition to the books and electronic records maintained by the Service Provider in terms of Clause 7.3 (Personnel and Inspection of Records) above, as may be requested by NABARD, from time to time, in relation to the Support Services rendered by the Service Provider under this Agreement at its own cost.

7.5 Upon receipt of formal communication from NABARD, whether during the Term or thereafter, the Service Provider shall permit NABARD and/or its Authorized Representative(s) to, during normal business hours on any Business Day, access its premises to inspect the electronic records maintained by the Service Provider in relation to the Project.

7.6 If required under Applicable Law, whether during the Term or thereafter, the Service Provider shall provide access to any Governmental Authority to inspect records, documents, books and accounts of the Service Provider maintained in relation to the Support Services rendered under this Agreement.

7.7 Manpower hiring – the duties/obligations, regulatory compliance on the part of the Service provider, particularly compliance with respect to the Contract labour Act and other labour laws to be fulfilled by the Service Provider

8. SUPPORT BY NABARD

8.1. NABARD shall provide Service Provider with necessary access to NABARD's Personnel and its equipment, only as necessary for provision of Support Services by the Service Provider.

8.2. NABARD shall provide supervision, control and management of the use of the
Nab Treasury Application

Support Services. In addition, NABARD shall implement procedures for the protection of information in the event of errors or malfunction of the equipment.

8.3. NABARD shall document and report all detected errors or malfunctions of any software or programs to the Service Provider. NABARD shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Service Provider.

8.4. NABARD shall annually review the financial and operational condition, security practices and control processes, performance during the year of the service provider to re-assess its ability to continue to meet outsourcing obligations in order to ensure its preparedness for business continuity.

9. WARRANTY

a. Warranty support shall be covered for three years from the date of Go-Live of the project in NABARD. During the warranty period, Service Provider will provide the On-Site Implementation Support for the software.

b. Warranty support shall be provided on 24 x 7 x 365 basis with predefined time lines during office Hours i.e. 9 AM to 6 PM and Beyond office hours as per administrative exigencies (As per agreed time lines).

c. Service Provider will sign agreements with OEMs for any support services required from them and shall be responsible for any SLA in this regard, which shall be agreed between NABARD and Service Provider.

d. During the Warranty Period, Service Provider shall provide the Upgrades and Updates to be patched on to the systems.

10. TRAINING SERVICES

a. Service Provider to offer training to NABARD’s employees and Client Institutions as defined in the RFP on the software/hardware covering features, facilities, operations, implementation, trouble shooting, system administration, audit, MIS including report generation, etc.

b. Service Provider shall provide handholding support during pre and post implementation and rollout phases with the adequate number of competent support persons for the period as specified in the RFP.
Nab Treasury Application

c. Service Provider to provide manuals for reference in handling of operation and running the software/hardware etc.

d. Training - While On-site training is the norm, web based training could also be considered keeping in view exigencies as decided mutually. Where Web based training is provided, on-site training could be considered at a later point. Online and offline content also to be part of Training set up and knowledge transfer. Simple and easy to understand short videos on various features, wherever needed; functionalities and workflows may be designed as ready reckoner to further accelerate the training process. SERVICE PROVIDER may need to coordinate and provide content for the development of e-learning modules of NABARD.

11. PERFORMANCE MEASUREMENTS

a. Monitoring, tracking and providing reports on performance parameters as described in the Schedule I during the Warranty and AMC period

b. Providing services based on timelines and completion of the same as mentioned in the Schedule I

c. Change Requests (CRs): While, development of returns/reports shall be onsite and no CRs are generally visualized. If any change requests for applications would have to be first cleared by NABARD. After finalizing the proposed change, a Business Requirement Document(BRD) will be prepared followed by development, UAT testing and movement to production. The person day rate will be as under:__

12. PERIODIC REVIEW PROCESS

This SLA is an operational document and will be periodically reviewed and changed when the following events occur:

- The environment has changed
- The customer’s expectations or needs have changed
- Workloads have changed
- Better metrics, measurement tools and processes have evolved

The SLA will be reviewed as deemed necessary by NABARD. Contents of this document may be amended as and when required, provided mutual agreement is obtained and communicated to all affected parties.
13. EXCLUSIONS

The Parties agree that the Support services will be provided only on the OEM Licensed products and services thereof and Service Provider shall not support software that is altered or modified independently by NABARD, or any combination of any with other services, which are not covered under the SLA Agreement.

Support by Service Provider shall not include, by default but may provide at additional cost, if solicited by NABARD -

a) the restoration of any service that has been lost due to the failure of NABARD

b) the correction of any error, malfunction or fault in the Software due to a failure on the part of NABARD to operate the System in accordance with the Technical Documentation provided by Service Provider.

c) the correction of any error, malfunction or fault in the Scope due to any accident or disaster affecting the system on which the System is located.

d) the correction of any error due to input error from any other software that is/has been interfaced with the Licensed Software.

14. ADDITIONAL SERVICES

a. Service Provider may provide additional services such as advisory and consultancy on such terms and conditions as may be mutually agreed between the parties. These services will be made available on a time and materials basis.

b. NABARD regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the system. The Service Provider shall make suitable changes as per the recommendations emerging from VAPTs emerging within the contract period at no additional cost to NABARD. The vulnerabilities so identified may be fixed by the Service Provider within the predefined timeline as follows:

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c. In cases of Service Provider dealing with applications hosted over third-party infrastructure outside NABARD DC, necessary logs generated by the applications to be provided by the Service Provider to the NABARD on a quarterly basis or whenever needed by the NABARD (whichever is earlier).

15. INTELLECTUAL PROPERTY OWNERSHIP

Each Party agrees that it will not have any ownership claim in the other Party’s Background Intellectual Property; and grants the other Party and the Third Party sub-contractor appointed in terms of Clause (Appointment of Sub-contractors), a non-exclusive, royalty-free license for the use of any Background Intellectual Property made available by the granting Party for the purpose of carrying out the Support Services.

16. CONFIDENTIALITY
Nab Treasury Application

a. All data captured and reported by Service Provider to the NABARD in connection with terms of this agreement shall be deemed to be “Confidential Information” for the purpose of this clause and cannot be disclosed by Service Provider without written consent of NABARD. Likewise, any information provided by NABARD in terms of this agreement shall also be deemed to be ‘Confidential Information’ for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to NABARD) should be returned back to NABARD. Likewise, the data captured by Service Provider and retained by Service Provider is purely for providing service and based on the agreement entered into with the NABARD. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Service Provider will be property of NABARD. The Provision of Confidential Information shall survive termination or expiration on this agreement.

b. 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.

17. SUBCONTRACTING

a. Service Provider may engage the services of sub-contractors to perform any of its duties with the prior written permission of NABARD. Unless otherwise agreed in writing, no sub-contracting of such duties shall relieve Service Provider of responsibility for their due performance.

b. The Service Provider shall ensure that the sub-contractor is bound by the terms of this Agreement as applicable. A copy of contract details entered between Service Provider and sub-contractor to be made available by the Service Provider to NABARD within 30 days of engaging the sub-contractor.
c. Service Provider agrees that it shall not transfer/assign to any of its rights and/or obligations under this agreement to any entity including affiliates without the prior written permission from NABARD.

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

e. NABARD, including its’ auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another Service Provider.

f. The Service Provider shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, background checks and other due diligence to examine their antecedents and ensure their suitability for such engagement. The Service Provider shall retain the records of such verification and shall produce the same to NABARD as and when requested.

g. In relation to a Third Party sub-contractor appointed in terms of this Clause 16 (Subcontracting), NABARD may, withdraw its approval and direct the Service Provider to terminate the appointment of such Third Party subcontractor with immediate effect or within such other period as may be prescribed by NABARD in its sole discretion, if NABARD determines that the Third Party subcontractor is in breach of this Agreement or if NABARD is not satisfied with the quality of Support Services rendered by such Third Party sub-contractor. Upon receipt of notice by NABARD, the Service Provider shall terminate the appointment of such Third Party sub-contractor, provided that nothing contained in this Clause 16 (Subcontracting) shall effect the right of the Service Provider to appoint any other Third Party sub-contractor in terms of this Clause 16 (Subcontracting).
18. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained anywhere in this Agreement, NABARD shall not be liable to the Service Provider for any special, consequential, incidental, exemplary, punitive, or indirect damages arising from, relating to, or in connection with this Agreement or any Schedules, Annexures or attachments hereto including, without limitation to, any damages resulting from loss of profits, loss of savings, loss of business, loss of use, or loss of data, arising out of or in connection with this Agreement or of any other obligations relating to this Agreement, whether or not the Party has foreseen or been advised of the possibility of such damages as well as for costs of procurement of substitute services by anyone.

19. REPRESENTATIONS, WARRANTIES AND COVENANTS

a. Service Provider hereby represents and warrants to NABARD that:

i. it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organisation;

ii. it has taken all necessary actions, corporate or otherwise, as applicable to it to authorize or permit the execution, delivery and performance of this Agreement and the transactions contemplated hereunder, and this Agreement when executed and delivered by it is a valid and binding obligation of such Party enforceable in accordance with its terms;

iii. neither the execution, delivery and performance of this Agreement, nor the performance of the transactions contemplated in the Agreement by it, will (i) constitute a breach or violation of its charter documents, (ii) conflict with or constitute (with or without the passage of time or the giving of notice) a default under or breach of performance of any obligation, agreement or condition that is applicable to it, (iii) contravene any provision of any Law applicable to it, or (iv) require the consent of any Third Party, including any Governmental Authority, by it other than as set out in this Agreement;

iv. there are no claims, investigations or proceedings before any court, tribunal or Governmental Authority in progress or pending against or relating to it, which
could reasonably be expected to prevent it from fulfilling its obligations set out in this Agreement;

v. it is not bankrupt or insolvent under the Applicable Laws of its jurisdiction and there are no insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it, or is pending or, to the best of its knowledge, threatened in writing, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

vi. Service Provider shall provide the Support Services in accordance with the generally accepted industry standards and practices relating to such Support Services and in accordance with requirements specified by NABARD in writing;

vii. the Service Provider has the requisite infrastructure, facilities and systems, including adequate skill, know-how, and manpower to fulfil its obligations under this Agreement on its own and shall undertake all Support Services and obligations under this Agreement on a first priority basis;

viii. Service Provider shall exercise highest standards of skill, care, and due diligence in performance of its Support Services and obligations under this Agreement;

ix. Service Provider has adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to provide uninterrupted performance of Support Services under this Agreement consistent with the standards agreed hereto;

x. The Service Provider shall provide Support Services in accordance with the specifications set out under this Agreement;

xi. Service Provider will not violate the Intellectual Property Rights of Third Parties whilst providing the Support Services;

xii. Service Provider shall provide Support Services in the premises of NABARD or in an enclosed environment wherein no third party or any employees of the Service
Nab Treasury Application

Provider will have access to such premises. Only such personnel/ Third party sub-contractors (as per Clause ) of the Service Provider who are working to or engaged for providing the Support Services under this Agreement between the Service provider and NABARD shall have the restricted access to such enclosed environment.

xiii. Service Provider shall ensure that the employees of the Service Provider/ Third Party sub-contractors who are engaged in providing the Support Services under this Agreement shall have executed/ execute such confidentiality documents as may be required by NABARD and shall have confidentiality obligations not lesser than those prescribed under this Agreement.

xiv. The Service Provider shall be fully and completely responsible and liable for all acts, omissions, liabilities undertaken by personnel employed / engaged by the Service Provider and shall be solely responsible for any and all claims, payments and benefits payable to such personnel employed by the Service Provider.

xv. The Service Provider further undertakes to exercise all due diligence with regard to and shall maintain strict controls and physical and digital safeguards in connection with the Support Services.

xvi. any material, codes, applications, front ends, etc created, developed or being used for providing the Support Services under this Agreement shall not be shared with or shown to or discussed with any other entity whatsoever, for any purpose including any development, sales pitch, demonstration or publicity or as examples or otherwise.

xvii. no representation or warranty by it contained herein or in any other document furnished by it to NABARD or to any government instrumentality in relation to the Support Services contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

xviii. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this
Agreement or for influencing or attempting to influence any officer or Personnel of NABARD in connection therewith.

xix. The Service Provider shall not, whether during or after the Term of this Agreement, make any announcements or statements to any person that are or may be derogatory, defamatory or prejudicial to NABARD, or any of its Affiliates, directors, Personnel, officers, agents or advisors, in any manner.

xx. Appropriately qualified personnel appointed by the Service Provider shall perform Support Services as listed in Schedule I with due care and diligence and to such high standards of quality as it is reasonable for NABARD to expect in all the circumstances post the expiry of this Agreement.

20. WARRANTIES POST SLA EXPIRY

SERVICE PROVIDER warrants that the Support services will be performed by appropriately qualified personnel with due care and diligence and to such high standards of quality as it is reasonable for Service Provider to expect in all the circumstances post the SLA expiry.

21. NOTICES

Any notice or other information required or authorized to serve under these SLA 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 fifteen (15) days’ notice of new address, telephone number or email id and date upon which it will become effective.

All communications will be addressed as follows (unless changed by written notice):
22. INDEMNIFICATION

a. Service Provider shall indemnify and agrees to defend and to keep NABARD and its Affiliates and agents, officers, directors, employees successors and permitted assigns indemnified, from any and all Losses suffered arising from, or in connection with, any of the following:

i. the non-performance and non-observance of any of the terms and conditions of this Agreement by the Service Provider;

ii. acts or omissions of the Service Provider which amount to negligence or wilful misconduct;

iii. any infringement or alleged infringement by the Service Provider of a Third Party’s Intellectual Property;

iv. any infringement or alleged infringement by the Service Provider of NABARD’s Intellectual Property and/or Material

v. failure by the Service Provider to fulfil its obligations under any applicable Law.

b. The Service Provider shall, at his own expense, defend and indemnify NABARD against any Losses in respect of any damages or compensation payable in relation to any non-compliance with Applicable Law including (i) non-payment of wages, salaries, remuneration, compensation or the like and (ii) any Losses arising out of or in relation to any accident or injury sustained or suffered by the Service Provider’s workmen, contractors, sub-contractors, Service
Nab Treasury Application

Providers, agent(s), employed/ engaged otherwise working for the Service Provider or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Service Provider.

c. The rights of NABARD pursuant to this Clause (Indemnification) shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to NABARD at equity or Law including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

23. TERM AND TERMINATION

23.1 Term

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

23.2 Termination

23.2.1 Order Cancellation/ Termination of Contract

NABARD reserves its right to cancel the entire/ unexecuted part of Purchase 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 Purchase 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 purchase 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.

23.2.2 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
Nab Treasury Application

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

23.2.3 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.

24. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

a. This Agreement shall be governed by the laws of India.

b. 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”).

c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.

d. The seat & venue of the same shall be in Mumbai (as agreed in RFP)

e. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.

f. The language of the proceedings shall be in English.
Nab Treasury Application

g. 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

h. 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.

   a. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

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

   The Chief General Manager
   National Bank for Agriculture and Rural Development

25. 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.
26. ESCROW ARRANGEMENT

NABARD and (insert name of Service Provider) agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code and data structure for the software product supplied/procured by (Service Provider) to NABARD in order to protect its interest in an eventual situation. NABARD and the service provider shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, interalia, the events of the release of source code and the obligations of the escrow agent. Costs for the escrow will be borne by the Service provider. As part of the escrow arrangement, the service provider will provide a detailed code documentation of the solution, which has been duly reviewed by an external independent organisation for its validity.

27. FEES

The Service Provider agrees and acknowledges that the amounts paid under the Principal Agreement/Work order/Purchase order shall be the full and final consideration for the Support Services rendered by the Service Provider under this Agreement and the Service Provider shall not be entitled to any additional amounts.

28. FORCE MAJEURE

a. 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.

b. 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
29. LIQUIDATED DAMAGES

a. NABARD shall be entitled to recover liquidated damages as set out in Schedule I from the Service Provider for breach of Service Levels.

b. Except as otherwise specified under Schedule I, if the Service Provider fails to deliver any Support Services or meet any Service Levels under this Agreement, NABARD shall be entitled to liquidated damages of a sum equivalent to 0.5% percent of TCO per week or part thereof of the unperformed services subject to maximum of 10% of TCO. In case of undue delay beyond a period of 15 days unless otherwise waived by NABARD, NABARD at its discretion may consider the delay as a ground for termination of the Agreement.

c. NABARD reserves the right to impose / waive any such liquidated damages. Parties agree that the liquidated damages constitute a genuine pre-estimate of the damages, losses, likely to be suffered by NABARD in the event of breach by the Service Provider of the terms hereof.

d. NABARD may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the Service Provider in its hands (which includes NABARD’S right to claim such amount against the Service Provider’s bank guarantee under the Principal Agreement/Work order/Purchase order) or which may become due to the Service Provider. Any such recovery of penalty shall not in any way relieve the Service Provider from any of its obligations to complete the Support Services or from any other obligations and liabilities under this Agreement.

30. MISCELLANEOUS

a. This agreement shall be effective for a period of five years from the date of Go-Live unless terminated as per the clause provided in this agreement.
Nab Treasury Application

b. All the terms and conditions stipulated in the RFP ....................... dated ....................... regarding Nab Treasury Application are considered as part and parcel of this agreement.

c. Any provision in this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and is signed by both the parties to this Agreement; in the case of an amendment by each party, or in the case of waiver by the Party against whom the waiver is to be effective.

d. Either party or its employees and representatives shall not use the name and/or trademark/logo of the other party in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of the other party.

e. Terms of Payment: In consideration of the Services and subject to the provisions of the RFP and this Agreement, NABARD shall pay the amounts in accordance with the Terms of Payment Schedule of the Purchase Order.

f. Service Provider shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.

g. Service Provider will not release any factual information concerning these SLAs Agreement to any person/news media without prior permission of NABARD.

h. In the event of change in ownership structure or change in control, in any manner whatsoever of Service Provider, or if any person / entity that, as of the Execution Date, does not possess, directly or indirectly, the power to direct or cause the direction of the management, policies or affairs of the Service Provider, whether through the ownership of voting securities, by contract or otherwise, later comes into possession of such power, Service Provider shall inform NABARD in writing of such change in control along with the details of new ownership structure or persons / entities in control. In such event, NABARD shall have the right to terminate this Agreement.
Nab Treasury Application

i. 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.

j. 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 in hard form.

k. This Agreement shall be deemed to be incorporated as part of the Principal Agreement/Work Order/Purchase Order by reference. This Agreement along with the Principal Agreement/Work Order/Purchase Order 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.

l. 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.

m. The Parties agree that in the event of any conflict between the provisions of this Agreement and the Principal Agreement/Work Order/Purchase Order, the provisions of the Principal Agreement/Work Order/Purchase Order shall prevail.

THIS AGREEMENT shall be executed in two numbers, one will be kept with NABARD and the other with ____________ (Service Provider).

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers have caused this Agreement to be duly executed and delivered as of the date first above written.
Nab Treasury Application

NABARD_____________ (Name of Service Provider)_____________
Signature:_________________ Signature:________________________
Name : Name: 
Title : Title : 
Place : Place : 
Date: Date :

WITNESS  WITNESS
Signature : ________________ Signature: ________________
Name : Name : 
Address : Address :

SCHEDULE - I

Part A
Project Management

1. The Service Provider shall manage the delivery and implementation of the Nab Treasury Application in a structured, organized, and cost-effective manner.

2. Project Management Service Levels

<table>
<thead>
<tr>
<th>Type</th>
<th>Measurement</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery, installation and commissioning of software</td>
<td>Delay from mutually agreed timelines</td>
<td>0.5% of the NAB TREASURY APPLICATION software cost, for each calendar week of delay</td>
</tr>
</tbody>
</table>
### Nab Treasury Application

<table>
<thead>
<tr>
<th>Build and Test</th>
<th>Delay from mutually agreed timelines</th>
<th>1% of the implementation cost for each calendar week of delay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Migration and Testing by SI post data migration</td>
<td>Delay from mutually agreed timelines</td>
<td>2% of the Data migration cost for each calendar week of delay</td>
</tr>
<tr>
<td>Go-Live</td>
<td>Delay from mutually agreed timelines</td>
<td>0.2% of TCO for each calendar week of delay</td>
</tr>
<tr>
<td>Sprint Outcomes</td>
<td>Total elapsed days from the start to the end of sprint are greater than planned. or Functionality planned for a sprint is not delivered or documented.</td>
<td>0.1% of respective deliverable for each calendar week of delay</td>
</tr>
<tr>
<td>Documentation Updates (both technical and functional)</td>
<td>Service Provider provides documentation later than 1 week after UAT is completed.</td>
<td>0.5% of the NAB TREASURY APPLICATION software cost or Implementation cost or training cost whichever is applicable, for each calendar week of delay</td>
</tr>
</tbody>
</table>

3. NABARD shall at its sole discretion determine the order value of the relevant deliverable for the purpose of calculation of liquidated damages in case of failure of compliance with the Service Levels as set out above.
Nab Treasury Application

4. The overall liquidated damages payable by the Service Provider during the implementation of the Nab Treasury Application shall be a maximum of 10% of the Contract Price

Part B

Project Quality Levels

1. The Service Provider shall apply appropriate process and practices in order to deliver high quality services/solution to NABARD.

2. Software Quality Service Levels and Penalties

<table>
<thead>
<tr>
<th>Type</th>
<th>Measurement</th>
<th>Liquidated Damages/Penalties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Success Rate at User Acceptance Test</td>
<td>Less than 80% of user acceptance test cases pass on the first execution.</td>
<td>1% of Implementation cost</td>
</tr>
<tr>
<td>Number of P1 problems post Go-Live</td>
<td>There is more than 5 P1 problems in a year after release to production.</td>
<td>0.1% of Contract Price for every P1 issue beyond 5 in a year</td>
</tr>
<tr>
<td>Number of P2 problems post Go-Live</td>
<td>There is more than 20 P2 problems in a year after release to production.</td>
<td>0.1% of Contract Price for every 5 issue beyond 20 in a year</td>
</tr>
<tr>
<td>Number of P3 problems post Go-Live</td>
<td>There is more than 100 P3 problems in a year after release to production.</td>
<td>0.1% of Contract Price for every 10 issue beyond 100 in a year</td>
</tr>
</tbody>
</table>

Support Priority Levels

<table>
<thead>
<tr>
<th>Priority</th>
<th>Criticality</th>
<th>Description</th>
<th>Within Period</th>
<th>Warranty</th>
<th>Post Warranty period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Initial Response Time</td>
<td>Resolution Time</td>
<td>Initial Response Time</td>
</tr>
</tbody>
</table>


### Nab Treasury Application

<table>
<thead>
<tr>
<th>Level</th>
<th>Category</th>
<th>Description</th>
<th>Timeframe</th>
<th>Timeframe</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>critical</td>
<td>Indicates a reported incident where <strong>NAB TREASURY APPLICATION</strong> is completely unavailable and inaccessible to all users.</td>
<td>Within 30 minutes</td>
<td>150 minutes</td>
<td>150 minutes</td>
</tr>
<tr>
<td>P2</td>
<td>critical</td>
<td><strong>NAB TREASURY APPLICATION</strong> is available; however, functionality or performance of the <strong>NAB TREASURY APPLICATION</strong> is severely affected.</td>
<td>Within 60 minutes</td>
<td>360 minutes</td>
<td>360 minutes</td>
</tr>
<tr>
<td>P3</td>
<td>Semi-critical</td>
<td><strong>NAB TREASURY APPLICATION</strong> is available and usable with partial, with non-critical loss of functionality.</td>
<td>Within 120 minutes</td>
<td>720 minutes</td>
<td>720 minutes</td>
</tr>
<tr>
<td>P4</td>
<td>Non-critical</td>
<td>General enquiries on the product use, support and documentation.</td>
<td>Next Business Day</td>
<td>Next Business Day</td>
<td>Next Business Day</td>
</tr>
</tbody>
</table>
PART C

System Maintenance & Support Services

1. The Service Provider shall guarantee a minimum of uptime of 99.5% per month for the Nab Treasury Application. The uptime will be calculated on a monthly basis. Wherever the Service Provider monitors onsite, the downtime starts from the time hardware / software/ tool/ solution/etc, fails leading to denial of service. As long as there is no denial of service to NABARD, downtime does not arise. Wherever NABARD monitors, the downtime starts from the time of reporting by NABARD.

2. In case of non-conformity with the requisite uptime, the Service Provider shall be liable to pay the following amounts as liquidated damages.

   The Downtime calculated shall not include any:
   i. Failure of Power, Network etc. in NABARD
   ii. Preventive maintenance activity and
   iii. Force Majeure.

   Performance (%) =
   (Total contracted minutes per month – downtime minutes within contracted minutes per month)*100)

   Total contracted minutes per month

   Penalty for shortfall in Performance compliance level:

   Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Shortfall in Performance</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>&gt;0.5% and &lt;= 1%</td>
<td>50,000</td>
</tr>
<tr>
<td>2</td>
<td>&gt;1% and &lt;=3%</td>
<td>1,00,000</td>
</tr>
<tr>
<td>3</td>
<td>&gt;3% and &lt;=5%</td>
<td>1,50,000</td>
</tr>
<tr>
<td>4</td>
<td>&gt;5%</td>
<td>2,00,000</td>
</tr>
</tbody>
</table>

   Total of such penalties shall not exceed
   • 10% of the contract price/Purchase order value.

Type of support mode

   a. Support mode

   The proposed scope for type of Support and mode to be provided by Service provider is as under:
# Nab Treasury Application

<table>
<thead>
<tr>
<th><strong>Support mode</strong></th>
<th><strong>Description</strong></th>
<th><strong>Remarks</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td>Auto trigger of eMail or user raised request by eMail to designated eMail ID</td>
<td><em>As applicable</em></td>
</tr>
<tr>
<td>Call</td>
<td>Call the specific service number for logging any issue, follow up or escalation</td>
<td><em>As applicable</em></td>
</tr>
<tr>
<td>Chat</td>
<td>Support request by chat, if available</td>
<td><em>As applicable</em></td>
</tr>
<tr>
<td>Visit</td>
<td>Service Engineer visiting the site for resolution of concern</td>
<td><em>As applicable</em></td>
</tr>
<tr>
<td>Remote Support</td>
<td>Provide remote access by VPN for authorized personnel for immediate remediation or be available on call</td>
<td><em>Need based</em></td>
</tr>
</tbody>
</table>

## Support Window

<table>
<thead>
<tr>
<th><strong>Support window</strong></th>
<th><strong>Description</strong></th>
<th><strong>Remarks</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Window</td>
<td>Time defined for any service requests for remediation</td>
<td>Email 24Hrs, Call – 8 AM to 8 PM</td>
</tr>
<tr>
<td>Support days</td>
<td>Time defined for any service requests for remediation</td>
<td>24 x 7 (Excluding Holidays &amp; Sundays unless any administrative exigencies arise)</td>
</tr>
</tbody>
</table>

## Support Escalation

All incidents that exceed the response time will be escalated to the escalation contacts listed below for NABARD and Service provider under the Escalation Matrix:-

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
<th>Phone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
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</tbody>
</table>
Nab Treasury Application

Single Point of contact (SPOC): (Name)  (Designation)  (Phone)  (Email)
Note: Any change in the persons/contact details in escalation matrix and SPOC shall be intimated in advance to NABARD.
### 17. Annexure XVII – Pre Bid Query Format

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>RFP Reference Page No.</th>
<th>RFP Clause No</th>
<th>Existing Clause Details</th>
<th>Clarification sought</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
18. Annexure XVIII – Scope of Work

18.1. Functional Requirements
Common to Treasury, Borrowings, DSSI and ALM:
✓ Migration of existing data.
✓ Daily accrual should be on cumulative basis i.e from last coupon date to current date.
✓ All reports to be in PDF and excel format & in bilingual i.e English and Hindi.
✓ All payments to be affected through NTA in sync with NABARD CBS i.e CLMAS.
✓ All data entry/deal settlement should have maker and checker concept.
✓ All alert should be in the front end to all users.

18.2. Domestic Treasury (Fixed Income Book)

Coverage: Complete life cycle for operations pertaining to TREPS Borrowing / Lending, Mutual Fund, Equity, Corporate Bonds, Zero–coupon Bonds, Bonds with staggered redemption and bond with two coupons, Certificate of Deposits, Commercial papers, Fixed Deposits, Bills rediscounting, GOI Securities, Treasury Bills, Repo, Reverse Repo, STRIPS and any other product permitted by Regulators. Pledging & depledging of G Sec with CCIL(lien marking in the system).

a) Deal Entry: STP – Automated deal Entry for TREPS borrowing/Lending, G–Secs/T–bills, OTC Transactions from output generated from respective CCIL/RBI managed applications, Reuters / Bloomberg dealings systems. Deal entry for various Mutual Fund schemes along with stamp duty. Deal entry for other OTC securities along with stamp duty with Classification of Investment in terms of AFS, HFT & HTM and instrument wise limit. Standard plug-ins for systems like CCIL and all trading platforms should be available. NTA should support deal capture facility for all the domestic treasury desks along with limit alerts. Common client code in sync with NABARD CBS i.e CLMAS. All payments to be effected through NTA in sync with NABARD CBS portal i.e CLMAS. Accounting after successful payment only. In case of rejection/return of fund, auto reversal of entry including its balance upadation.

b) Asset Servicing: Comprehensive work flow to be defined to compute periodic interest/principal receipts, Interest Accruals(daily), Maturity payments, Interest rate Reset, Floating rate, Modified day settlement, Put/Call on Bonds, Interest computation in cases of premature withdrawl of Fixed Deposit(Partial/Full), Computation of Simple/Compounding/Broken period interest on fixed Deposits for all available day count conventions, Dividend maintenance, Equity holding cost calculation, Automated alerts for cut–loss breaches/take profit, Mutual Fund Scheme wise Bank account maintenance for effecting RTGS/NEFT/Fund transfer. Automated Marking of NPI, provision calculation and its accounting. Interest Accrual & Valuations:
✓ Auto updation of corporate actions for equity holdings
✓ Classification of Investment in terms of AFS, HFT & HTM. Periodical valuation of Investment in terms of RBI Master Circular – Prudential Norms for Classification, Valuation and Operation of Investment Portfolio by FIs as per the norms of RBI guidelines. All valuations should be system driven with
Nab Treasury Application

automatic data/output generated from the respective/concerned application like FBIL, FIMMDA, NSE AMFI. HTM valuation should be carried out along with AFS valuation for reporting purpose. Further, valuation on any given day should be available.

c) Security wise accrual on investments mentioned under "coverage" above.
Frequency-Daily

d) Amortisation of premium on Securities as per RBI guidelines/ business requirements.

e) Accounting: Accounting entries and Interface for capturing the entire lifecycle of the product. Comprehensive accounting for all instruments mentioned under “Coverage” above.
Accounting should also have provision as per IND−AS/ IFRS

Interface: Interface with NABARD CBS i.e CLMAS, ERMS, CCIL managed applications, E−Kuber, RBI managed applications, NSE/BSE EBP , NSE eSteady website, AMFI website, FBIL/ FIMMDA website, F−TRAC website, MS−Excel, Reuters and Bloomberg, Cogencis, NSE Bhavcopy or any other market feed NABARD may use in future.

f) Limit Maintenance: Comprehensive and overall limit maintenance (Risk / Exposure), Real Time Limit Tracking, Exception reporting for Breach of limits. Illustrative list of limits to be configured in the system.

- Product wise/ Instrument wise/ AMC wise/ Counterparty wise maintenance of limits,
- Provision for entering Surplus at the beginning of the day for continuous monitoring of Breach of Instrument wise Limit, Limits to be linked to Total Treasury investments for the day / linked to Net−worth of the bank ( for the previous FY).
- Provision of limit fixation as per RAF – at 2/3 levels viz. prudential limit (as per IP) and tolerance limit (lower and upper level) as per RAF.
- Provision for fixing hard or soft limits
- Limit fixation in terms of absolute amt / percentage of total treasury investment
- Limit fixation module – maker/ checker based
- Limits as indicated in the latest Investment Policy.
- Alerts as per business rules


\[
g) \text{Reports/MIS Reports: Daily Cashflow report, FIFO/WAC wise}
\]

profitability report, OSMOS Data to RBI , Network Analysis Template to RBI, Capital Charge related reports, Deal cancellation Alert/Report, Automated RTGS/Investment Slip for Investment/(full/partial) redemption towards Mutual Fund, Automated e-mail generation towards Mutual Fund generation and redemption requests, Sectoral Exposure for Equity Investments, Monitoring of Sector wise Limit, Outstanding Investment in Listed/Unlisted Securities, Stop Loss/take Profit Limit Alerts for Equity Deals and related reports, Alerts based on real time market information from Reuters/Bloomberg, (Rate scan), Asset classification−NPI updation. Asset wise returns for a particular period, Weighted average return for Money market instruments for a particular period, Investment ledger for a period, Profit/Income Statement for Money Market operations, Summary of Sanction report for a period, Counterparty wise exposure as per NABARD formats, Instrument wise average Daily, fortnightly, Monthly, Quarterly, Yearly Funds
Nab Treasury Application

Deployed, Instrument wise Interest Income, Yield and Profit for a period, Liquidity profiling of Investments, Average, Daily, fortnightly, Monthly, Quarterly, Yearly funds deployed, Broker turnover report, Portfolio YTM on outstanding securities, Duration, Mod–Duration, VaR computations, Yield on average funds deployed excluding/including MTM on HFT category, Deal Ticket (showing Stock Movement), Deal Confirmation, Deal cancellation Slip, Demat account reconciliation, SGL reconciliation, Pre–Deal Analysis, Month end Post valuation reporting, Provision for entering Surplus at the beginning of the day for continuous monitoring of Breach of Instrument wise Limit, Dynamic reports, viz. Calculation of returns for Specific Instruments for Specific period & categorization of Investment based on Short Terms and Long term etc. SMS/E–Mail alerts towards summary of Investment o/s at EOD. Details of Investment / Borrowing as on particular period, privately placed/Public placed Investments, Rated/ Unrated Investments, Dividend Forecast Report, Event Alerts, Fixed Deposit Placement and Maturity letter, Balance Confirmation reports, etc.. Fetching NAVs from Reuters/ AMFI /Bloomberg and calculation of daily returns and holding returns for Mutual fund portfolio. Daily Mail generation with event alerts for front office and back office.

18.3. Constituent SGL (CSGL)

Coverage: Complete life cycle for operations pertaining to GOI Securities (including SDL) and any other product permitted by Regulators.

a) Deal Entry: STP – Automated deal Entry for G–Secs/T–bills, OTC Transactions from output generated from respective CCIL/RBI managed applications, Reuters / Bloomberg dealings systems.

b) Asset Servicing: Comprehensive work flow to be defined to periodic interest/principal receipts, interest/Maturity payments through NTA.

c) Accounting: Accounting entries for both the leg i.e receipt and payment of interest/principal.

d) Interface: Interface with CCIL/RBI managed applications, FEDAI/Reuters/Bloomberg towards uploading of deals.

e) Reports/MIS Reports:
• Deal Ticket
• Settlement reports viz. RTGS/Transfer of Funds letters.
• Outstanding Report-security wise, constituent wise.

18.4. Derivatives:

a) Coverage: Complete life for operations pertaining to deals undertaken in Interest rate Swaps (IRS), Cross Currency Swaps (CCS), FRAs, Overnight Index Swaps (OIS).

b) Deal Entry: Deal entry workflow for Interest rate Swaps (IRS), Cross Currency Swaps (CCS), FRAs, Overnight Index Swaps (OIS). Deal Entry for Interest rate Swaps (IRS), Cross Currency Swaps (CCS), Overnight...
Nab Treasury Application

Index Swaps (OIS), shall have the ability to capture amortization schedule, front end stub & floating rate.

c) Deal Servicing: Comprehensive work flow to be defined to compute periodic interest/principal payments/receipt, Interest Accruals, maturity payments, Interest rate Reset, etc.

d) Interest Accrual & Valuations: Computation of deal wise Interest Accrual as on date/ for a particular period, Interest projections for advance tax payment. Valuation of all outstanding deals on daily/monthly basis including computation of Credit exposure, Hedge Effectiveness test. [Valuation Model to be finalized in consultation with empanelled Forex consultants of NABARD]. Calculation of daily variation margin and collateral requirement.

e) Accounting: Accounting entries and Interface for capturing the entire life cycle of the product, revaluation of outstanding assets on daily/monthly basis.

f) Limit Maintenance: Comprehensive and overall limit maintenance, Real Time Limit Tracking, Prudential Limits such as IGL, AGL, VaR, Daylight/Overnight limit, Counterparty wise exposure, Dealer limits, Consolidated Open Position (Daily/Month end) covering FX, Borrowing & Derivatives. Exception reporting for Breach of limits. List of NB limits to be configured in the system.

g) Reports/MIS Reports: Hourly Rate Scan report, Settlement reports, Liquidity Forecast, Forward Contract cancellation report, Outstanding deals, Deals entered, Income for a period, Qtr end/Year end balance confirmations, Currency wise Trail balance, daily NOSTRO reconciliation, Limit monitoring report, report to monitor Forex position and gaps, , Pre–Deal analysis including computation of INR / FX cost on deal, Quote Invitation letter sent to banks, Settlement reports viz. RTGS/Transfer of Funds letters.

18.5. Forex Borrowings:

a) Coverage: Complete life cycle for operations pertaining to long term borrowings from Multilateral Foreign Agencies and other market borrowings predominantly denominated in various currencies including SDR. Coverage includes Line wise borrowing and multiple draws made therein at same or different rate of interest and capturing of individual amortization/repayment schedule along with prepayment provision.

b) Deal Entry: Line wise and drawal wise Deal entry, Repayment/Amortization schedule to be drawn separately for each drawl. Provision for modifying amortisation schedule with/without extension of last date of repayment, part/ full prepayment, interest computation. Deal entry to support floating rate (LIBOR / EURIBOR linked) loans with Semi–annual reset. To support all transactions hitting the exchange/ non-exchange book and the NOSTRO account.

c) Debt Servicing: Work flow to be defined to compute periodic interest/principal payments, Payment of commitment fee, Interest Accruals, maturity payments, Guarantee fee computations, Interest rate Reset,
Nab Treasury Application

Computation of ERFF, Interest payable on SDR loans, Provision for capturing TDS, Interest waiver option with manual override etc.

d) Interest Accrual & Valuations: Computation of line wise Interest Accrual as on date/ for a particular period, Interest projections for advance tax payment. Valuation on daily/monthly basis.

e) Accounting: Accounting entries and Interface for capturing the entire lifecycle of the product, revaluation of entire liability on daily/monthly basis. Maker–Checker for accounting entries. The accounting entries should have facility of floating into NB’s CLMAS system.

f) Interface: Interface with FEDAI/Reuters/Bloomberg towards uploading of daily/month−end rates. Interface with any other software towards capturing borrowing related transactions/outstanding balances, Accounting interface with CLMAS, Alert module and SMS alert module(Vendor to populate alert to a Database table), Interface with middleware, MS−Excel( for Upload function). Suitable interface to capture transactions in the overdraft account (on daily basis) flows herein and the interest computation could also be verified vis−à−vis the bank’s computation. Interface with the DP A/c for reconciliation of the instruments on the maturity date (especially for CD, CP etc), Capturing the investor’s bank details for redemption and on coupon payment dates.

g) Limit Maintenance: Comprehensive and overall limit maintenance, Real Time Limit Tracking. Exception reporting for Breach of limits, List of NB limits to be configured in the system.

h) Reports/MIS Reports: Borrowing Deal Ticket, Borrowing Deal confirmation, Interest accrued, maturity intimation to counterparties, Interest/principal payments, Periodical movement under a line (Variance Analysis), Event alerts, Balance Confirmation, Counterparty limit monitoring report, Regulatory reports to be submitted to RBI/regulatory agencies, Associated reports towards items mentioned above, Settlement reports viz. RTGS/Transfer of Funds letters.

i) Maintenance of schedules for interest and principal repayments, autoflow of information for generation of 15CB/CA as per formats, counterparty exposure letters at the year end, MTM valuation on open forex position on quarterly basis, voucher flow (accounting), generation of monthly ECB 2, ECB3, A2 (counterparty bank-wise), calculation of Interest provision as per the day convention, swap charges, if any. Data maintenance in regard to FCA contracts with various banks at different agreed rates. Calculation of exclusive hedge cost, GFR stmts quarterly and annually.

18.6. Domestic Borrowings:

Coverage: Complete life cycle for operations pertaining to borrowings made by way of issuances of

i. Non Convertible Debentures (NCD) secured / unsecured

Life cycle
• Term Sheet as per format
• Benchmark updation for floaters.
• MCF generation for ISIN & uploading in Depositories
• Stamp duty
• Automail to depositories
• Primary investors data – format – for corporate action & MIS
Nab Treasury Application

• Servicing as per data from Term Sheet (Interest / redemption)
• Benpos (from RTA) uploading
• Compliance – NSE/BSE intimation
• Provisions of interest
• Generation of cash flows
• Cost of funds in various formats
• Debit / credit corporate actions.
• MIS for various bonds (NCDs, PAMY, LTIF G&N, SBM, MIF, etc.)
• MIS data generation for TDS

ii. Certificate of Deposits (CD)
Similar to above

iii. Commercial Papers (CP),
Similar to above
Corporate Bonds (including Put/Call option)] including reissue & structured deals, Enabling provisioning for structured deals

iv. Term loan Borrowings from Banks
Life cycle
• Terms & conditions as per Sanction
• Benchmark auto updation as per terms & conditions
• Manual entry of ROI in case negotiated rates
• Plotting reset of interest and rollover dates
• Facility for structured deals
• Autogeneration of payment schedule and calculations for approvals
• Approvals for all payments in the system with back up or direct link to ECM or any other NABARD system.

v. Term Borrowings
vi. Deposits (borrowings)
vii. Line of Credit with Banks –CC & overdraft
Life cycle
• Terms & conditions as per Sanction
• Benchmark auto updation as per terms & conditions
• Manual entry of ROI in case negotiated rates
• Plotting reset of interest and rollover dates
• Provision for structured deals
• Auto generation of payment schedule and calculations for approvals
• Approvals/sanctions for all payment in the system with back up or direct link to ECM or any other NABARD system.

viii. Overdraft against Fixed Deposits placed with Banks.
Life cycle
• Terms & conditions as per Sanction
• Deal entry and its accounting
• Accrual of interest.
• Payment to be effected through NTA on its due date

18.7. Common to all the instruments of Borrowings
Nab Treasury Application

Deal Entry: Deal Entry Screen for entering the above borrowings. Repayment/Amortization schedule and cash flows to be drawn for cases involving broken repayments.

a) Debt Servicing: Work flow to be defined to compute towards periodic interest/principal payments, Interest Accruals, maturity payments, Stamp Duty computations, Payment of NSDL Charges, Interest rate Reset and Provision for capturing TDS/Service Tax liability, Calculations towards Interest payment on exercise of put/call option, Calculation of Interest payable for overdraft borrowings against Fixed Deposits, etc. Alert generation for debt servicing due (interest/principal) dues, Put/Call option etc.

b) Interest Accrual & Valuation: Computation of Interest Accrual as on date/for particular period, Associated reports. Interest projections for advance tax payment to be incorporated and associated reports provided. Interest amortization on daily/monthly basis.

c) Accounting: Accounting entries and Interface for capturing the entire life cycle of the product. Maker–Checker for accounting entries.

d) Interface: Interface with NSDL/NSE for uploading BENPOS position, Interface with any other software towards capturing borrowing related transactions/outstanding balances, Accounting interface, Interface with CIF module, Interface with CLMAS, MS–Excel, BALM Software.

e) Generation of AIR- IT stmt

f) Limit Maintenance: Comprehensive and overall limit maintenance, Real Time Limit Tracking, Exception reporting for Breach of limits. List of NB limits to be configured in the system.

g) Reports/MIS Reports: Deal Ticket, Deal confirmation, Post deal letters to be issued to regulatory authorities / counterparties, Interest accrued, maturity intimation to counterparties, Maturity interest/principal payments, ISIN extinguishment, Periodical movement under any asset class(Variance Analysis), Put/Call option letters, Event alerts, Balance Confirmation, Report towards top 20 investors, Counterparty limit monitoring report, periodical Regulatory reports to be submitted to RBI/regulatory agencies, Associated reports towards items mentioned above, Settlement reports viz. RTGS/Transfer of Funds letters. Auto built up of Debt service calendar : An exclusive report; Alert system with emphasis on 1. Record Date 2. Put/Call Date, NSE reporting date for Coupon/Redemption of USB; BENPOS upload for redemption of CP, CD, USB and payment integration; Extinguishment letters on redemption to NSDL, CDSL, NSE, RTA and CRA; Auto generation of CP/CD accretion voucher; Reports to the requirement of DT; Flexibility in Customised Report Generation.

Generation of reports / documents to be uploaded on stock exchanges from time to time in pdf and XBRL formats.
Nab Treasury Application

18.8. Asset-Liability management

Integration with ALM Software: Integration with ALM software is required for transaction data flow to ALM on EOD basis.

18.8.1. Mid Office Requirements:
Requirement of studying the existing systems of the Bank and to provide an integrated system which comprises of the following functionalities pertaining to Mid Office.

a. Risk Based Data Reporting to RBI
The solution should support RBI’s directives and guidelines issued from time to time pertaining to Treasury & Risk Management.

b. Monitoring of Treasury Operations
Both Investments in domestic and Exposures (Investments, Borrowing, Lending & Derivates) made in Foreign Currency needs to be monitored. The system should be capable of aligning with all applicable policies of the Bank.

c. Limit Management
The system should have the capability to capture data at dealer level regarding trades and cut loss limit monitoring. Broker level information should also be captured in the system.

18.9. Enterprise Risk Management System:
As a input for market risk application, we majorly need as on date investment exposure positional data from the treasury application. Along with positional data, we also need instrument details such as unique instrument code, ISIN code, portfolio, positional value, currency details etc. If any of the instrument is traded in the exchange, then that instrument listing details are also needed for the market risk application. Market prices used for back office valuation would be required for validation at ERMS. Corresponding data flow should be ensured.

18.10. Interface with Existing Systems of the Bank and Other portals
ALM data flow from Nab Treasury Application including positional data and other information should continue in consonance with the current data flow. All existing integrations of Nab Treasury application with other systems (ALM & ERMS) to be implemented as part of migration

18.11. Alternative Investment Fund (AIF)

a) Coverage: Complete life cycle for operations pertaining to investments in AIFs made by way of investment, return of Capital, return on Capital, refund of Capital, Dividend income received or any other income received.

b) Deal Entry: Purchase/Sale

c) Accounting of Stamp duty and TDS

d) Refund /return of capital
**Nab Treasury Application**

e) Dividend Income/ Other Income

f) **Asset Servicing:** Classification of Investment in terms of AFS & HTM, Automation of Shifting of Securities from HTM to AFS as per RBI guidelines.

g) **Interest Accrual & Valuations:** Quarterly valuation of Investment in terms of RBI Master Circular – Prudential Norms for Classification, Valuation and Operation of Investment Portfolio by FIs.

h) **Accounting:** Accounting entries and Interface for capturing the entire life cycle mentioned under ‘Coverage’.

i) **Interface:** Data for valuation to be taken from any common source available.

j) **Limit Maintenance:**
   - Comprehensive and overall limit maintenance, Real Time Limit Tracking, Prudential Limits such as amount committed, amount outstanding under HTM/AFS category.
   - Maker–Checker for Limit masters.
   - Exception reporting for Breach of limits.
   - List of NABARD limits to be configured in the system.

k) **Reports/MIS Reports:**
   - Daily fund position.
   - Deal Ticket and Deal confirmation for all deals.
   - Deals entered, Income for a period, Qtr end/ Year end, balance confirmations, Limit monitoring report, report towards regulatory submission to RBI.
   - Separate report generation for Dividend income and other income or bifurcation between the two is required in the common report.
   - Report of HTM transactions completing three years from the date of transaction.
   - Dividend/ Other Income report to be provided instrument wise along with security wise.
   - Settlement reports viz. RTGS/Transfer of Funds letters.
   - OSMOS/ CRILC Data to RBI
   - Automated RTGS/Investment Slip for Investment/(full/partial) redemption towards AIFs.
   - Outstanding Investment in Listed/Unlisted Securities
   - Weighted average return for instruments for a particular period.
   - Investment ledger for a period
   - Profit/Income Statement for AIFs
   - Summary of Sanction report for a period
   - Instrument wise average Daily, fortnightly, Monthly, Quarterly, Yearly Funds Deployed
   - Instrument wise Other/Dividend Income report Daily,fortnightly, Monthly, Quarterly, Yearly
   - Deal cancellation Slip
   - SMS/E–Mail alerts towards summary of Investment o/s at EOD.

18.12. **Subsidiaries**

a) **Coverage:** Complete life cycle for operations pertaining to investments in Subsidiaries made by way of investment, disinvestment and Dividend income received.

b) **Deal Entry:** Following Deal entries are passed through Nab Treasury Application:
Nab Treasury Application

• OPD Entry for investment in the Subsidiaries: While passing the security dealing entry with classification of Investment in terms of HTM and instrument wise limit, there should be an option to capture Stamp Duty details (which may arise in future) separately which is not there presently.
• OSD Entry for Disinvestment: When stake in the Subsidiaries are sold / transferred, there is a possibility of any tax deduction for which option is not available presently, there should be an option to capture such details.
• Dividend Income: Voucher for any such income is passed through Corporate action screen.
• Other General requirement:
  i. The values such as no. of units, Face value, Book Value, TDS etc. to be taken till 8 decimal number;
  ii. Common client code in sync with NABARD CBS i.e CLMAS. All payments to be effected directly in the payment tray.
 c) Asset Servicing: Classification of Investment in terms of HTM.
 d) Interest Accrual & Valuations: Quarterly valuation of Investment in terms of RBI Master Circular – Prudential Norms for Classification, Valuation and Operation of Investment Portfolio by FIs.
 e) Accounting: Accounting entries and Interface for capturing the entire life cycle mentioned under ‘Coverage’.
 f) Interface: Data for valuation to be taken from CLMAS/ any other common source available.
 g) Limit Maintenance:
  • Maker–Checker for Limit masters.
  • Exception reporting for Breach of limits.
  • List of NABARD limits to be configured in the system.

18.13. Reports/MIS Reports:
• Daily fund position.
• Deal Ticket and Deal confirmation for all deals.
• Deals entered, Income for a period, Qtr end/Year end, balance confirmations, Limit monitoring report, report towards regulatory submission to RBI.
• Settlement reports viz. RTGS/Transfer of Funds letters.
• OSMOS/ CRILC Data to RBI
• Outstanding Investment
• Investment ledger for a period
• Investment vs Dividend received analysis report on quarterly/half yeraly/annually basis.
• Summary of Sanction report for a period
• Instrument wise average Daily, fortnightly, Monthly, Quarterly, Yearly Funds Deployed
• Instrument wise Other/Dividend Income report Daily, fortnightly, Monthly, Quarterly, Yearly
• Deal cancellation Slip
• SMS/E–Mail alerts towards summary of Investment o/s at EOD.
• Dividend/ Other Income report to be provided instrument wise along with security wise.
Nab Treasury Application

18.14. Hardware
- Hardware required for implementation for project would be provided by NABARD.
- Software and its component, OS, Middleware, Database or any other component should be compatible with Nutanix HCI and Oracle Database Appliance.
- Bidder should submit hardware requirement for both DC and DR in Technical Bid.

18.15. Implementation of the software at Bank’s Data Centre (DC & DR Site)
- Supply, Installation, Integration, Implementation of the proposed Nab Treasury Application solution on the Bank provided virtual server(s) as per Banks’ infrastructure/set up
- Bidder should supply and implement software/tool for real time synchronization between DC and DR.
- Documentation and detailed architectural design is required to be submitted as part of the implementation process.
- Bidder should also setup a UAT server in DC.
19. **Annexure XIX – Technical Specifications**

The software should be capable of handling the activities related to Issue, servicing, management, valuation, reporting and compliance requirements in respect of all the financial instruments being presently used by the Company and any future requirements. Presently NABARD is using following financial instruments for its investments and/or borrowings – Government Securities (GoI / State Government), Treasury Bills, TREPS, REPO, Commercial Paper, Certificate of Deposits, Term Money Borrowings, Term loans, Non convertible Debentures, Priority sector bonds, Non priority sector bonds, Tax Free bonds, Infrastructure bonds, investments in AIF, Deposits under Priority Sector shortfall / RIDF, Deposits for Tea/Rubber/Coffee, other deposits, equity /preference shares, mutual funds, Foreign Currency borrowings, Cross currency swaps FRAs and Principal only Swaps. It has a treasury with interface with CCIL, EKuber, NSE, BSE, NDS-OM, payment interface NABARD’s RTGS.

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Particulars</th>
<th>Response of the bidder @ Remarks (refer Note 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Issue of instruments</td>
<td>Expectations</td>
</tr>
<tr>
<td></td>
<td>Data capture of all relevant information relating to each type of instrument including forex based instruments like Type of instrument, issue type (primary / Secondary) Unique Identification Number for instruments (ISIN), Description of instruments, Issue date, coupon (fixed / floating/hybrid), tenor, payment frequency, coupon calculation methodology / conventions, Yield calculator, term sheet generation, holiday conventions, dealer, arranger and subscriber details, deal slip generation . The software should have the capability to capture the data through data</td>
<td></td>
</tr>
<tr>
<td>Sr.No</td>
<td>Particulars</td>
<td>Response of the bidder @ Remarks (refer Note 1)</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------------------------------------------</td>
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<tr>
<td></td>
<td>entry mode and also through interfaces with other applications like NDS –OM, NSE-EBP, RTAs, EKuber, data vendors, Bank portals and other payment gateways</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Servicing of instruments</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The software should be capable of handling all service related activities depending on the instruments like generation of due date based investor / client based reports, calculation and posting of the interest as per the conventions in the term sheet, transfer of instruments / portfolio among dealers, clients with data trail, pleding / unpledging, lien marking, marking instruments for collateral, record date management, due date based auto triggers for payment of interest, principal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payment of fees to service providers like arrangers, IPAs, RTAs, CCIL, RBI RBIL, Bloomberg and other data vendors, etc</td>
<td></td>
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<tr>
<td>3</td>
<td>Management</td>
<td></td>
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<tr>
<td></td>
<td>The software should be able to support the day to day management of the operations of treasury like</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Limit Management – Instrument wise, dealer</td>
<td></td>
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</tbody>
</table>
## Nab Treasury Application

<table>
<thead>
<tr>
<th>Sr.No</th>
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<th>Remarks (refer Note 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>wise, counter party wise fixing and ongoing monitoring (transaction wise)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exposure management - Instrument wise, dealer wise, counter party wise fixing and ongoing monitoring (transaction wise)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>System generated triggers for limit / exposure management based on a customizable rule engine</td>
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<td></td>
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</tbody>
</table>

### Valuation

The software should provide the capability to classify the investments (HTM, AFS, HFT) as per the guidelines of the regulators (SEBI, RBI) and internal guidelines and the based on the performance of the instruments (performing or Non performing instrument) based on the customizable rule engine.

A straight through processing module for valuation of instruments based on the classification.

The basic data for revaluation of instruments should through interfaces with applications SFTP/ direct interface with various data services like FIMMDA, FBIL, AMFI, CCIL, credit bureau,
### Nab Treasury Application

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Particulars</th>
<th>Response of the bidder @</th>
<th>Remarks (refer Note 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>stock exchange, data vendors</td>
<td>The process should be without nil / minimum manual intervention and shall be based on the business rules defined through a customizable rule engine.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Reporting &amp; MIS</td>
<td>Generation and posting of accounting transactions in the existing software of NABARD through interface. The system should also generate reports / alerts/ logs for failed transactions through interfaces. Maintaining the account related data for treasury exclusively Generation of profit / loss on different filters like each instrument, instruments as a group like CP,CD, etc issue wise, dealer, portfolio, counter party wise, interest rate wise, for a given period or upto a period. Capability to generate customized reports as per the requirement Capability to generate standard report related to investment, borrowings, counter party based exposures</td>
<td></td>
</tr>
</tbody>
</table>
## Nab Treasury Application

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Particulars</th>
<th>Response of the bidder @</th>
<th>Remarks (refer Note 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Capability to generate standardized reports to be submitted to Regulators (SEBI, RBI), stock exchanges, credit bureaus, auditors, debenture trustees or any other agency as per the format prescribed (xbrl, excel, csv, pdf)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Capability to generate periodical transaction reports (daily, weekly, monthly, yearly) based on various parameters like dealer, instrument, period, counter party etc, profit / loss from the portfolio, valuation gain / loss, interest accrued / paid, unrealized loss or gain based on the valuation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Capacity to generate reports for risk management like VaR, exposure limit, PV01, what if analysis</td>
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<tr>
<td></td>
<td>The application should have facility to create a customized dashboard giving relevant data</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Interfaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The application should be capable having seem less interface with existing service providers (CCIL, NDS-OM, CROMS, and other vendors and banks with a view reduce the manual intervention in any of the process as minimum as possible.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Nab Treasury Application

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Particulars</th>
<th>Response of the bidder @ Remarks (refer Note 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>ALM</td>
<td>Deals capture at Dealer level&lt;br&gt;Deals capture at Broker level&lt;br&gt;Valuation data flow to ERMS</td>
</tr>
</tbody>
</table>

@ please refer Note 2

### Note 1:
Exclusions / non availability of any facility should be specifically indicated in the remarks. In the absence of any remarks, it will be presumed that the bidder undertakes that all the requirements of NABARD would be fully met by the application provided by the bidder.

### Note 2:

<table>
<thead>
<tr>
<th>Bidder Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>The application meets all the expectations</td>
</tr>
<tr>
<td>7</td>
<td>The application meets more than 80% of the expectations and the remaining can be met through customization/work around within the period of implementation of the project.</td>
</tr>
<tr>
<td>5</td>
<td>The application meets more than 60% of the expectations and the remaining can be met through customization/work around within the period of implementation of the project</td>
</tr>
<tr>
<td>0</td>
<td>Less than 60% of the expectations are met</td>
</tr>
</tbody>
</table>
20. **Annexure XX – Resources Profile**

Ref.No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

The Chief General Manager  
Department of Information Technology,  
National Bank for Agriculture and Rural Development  
5th Floor, C Wing, C-24, ‘G’ Block, Bandra-Kurla Complex, P.B. No. 8121, Bandra (East),  
Mumbai – 400 051  
Maharashtra

Dear Sir,

With reference to RFP referred above, the details of team members for project are as under:

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Name of the person &amp; Designation (team leader, member etc)</th>
<th>Professional Qualification (certification/accreditation)</th>
<th>Areas of expertise relevant to RFP</th>
<th>Period of experience (in years and month)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Note:  
 a) Experience in institutions like banks, NBFCs may be highlighted specifically mentioned in period of experience.  
b) Details of areas of expertise in relation to projects in banks, FIs and NBFCs may be specifically highlighted.  
c) Documentary proofs are to be enclosed to substantiate the claims made.

I/we the undersigned, certify that to the best of my knowledge and belief, the information provided above are correct and that I/we understand that any willful misstatement described herein may lead to disqualification the assignment if engaged.

Date:  
Name of the Authorized Signatory  
Place:  
Designation  
Name of Organisation  
Seal