

National Bank for Agriculture and Rural Development
Plot No.C-24 'G' Block, Bandra Kurla Complex,
Bandra (East), Mumbai-400051

Reference: No. NB. HO. IDD/884/Pol-06-PC-7/ 2022-23 dated 23 November 2022

National Bank for Agriculture and Rural Development

**Request for Proposal (RFP) for Empanelment of System Integrators for
Computerisation of PACS.**

(Only Through e-Tendering)



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

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Important Dates

Date of issue of RFP document	23 November 2022
Pre-Bid meeting (Through MS Teams)	11:00 AM on 09 December 2022
Last date for receiving queries by NABARD	11:59 PM on 16 December 2022
Reply to pre-bid queries by NABARD	23 December 2022
Last date and time for submitting a detailed application, including Technical & Financial Bids/Proposals	03:00 PM on 09 January 2023
Date and time of opening Technical Bids/Proposals	04:00 PM on 09 January 2023
Declaration of Names of bidders qualifying pre-bid criteria	Will be uploaded on NABARD's website
Date of Presentations by shortlisted bidders	Will be informed on NABARD's website
Date and time of opening of financial bids (only for shortlisted bidders)	Will be informed on NABARD's website

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Disclaimer

- a) This Request for Proposal (RFP) is neither an agreement nor an offer and is only an invitation by NABARD to the interested parties for submission of their bids/ offers.

- b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
- c) The purpose of this RFP is to provide the bidders with information to assist the formulation of their bids/ proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct his/her own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and, wherever necessary, may obtain independent advice.
- d) Neither NABARD nor any of its directors, officers, employees, agents, representatives, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither NABARD nor any of its directors, officers, employees, agents, representatives, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.
- e) NABARD makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- f) This RFP is an invitation for Empanelment of System Integrators for computerisation of PACS.
- g) No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the selected bidder. This document should be read in its entirety.

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NABARD in relation to the provision of services.

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

Response Format for RFP

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

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

Address for communication

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

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

Note: The word 'Vendor/Vendors or Bidder/Prime Bidder or Bidders has been used interchangeably with 'System Integrator/System Integrators' for the purpose of this document.

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Definitions

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

- ❖ **“AS-IS”** Document means a document prepared by the successful vendor on the existing systems, data availability and functions of the PACS and the current level of computerisation of PACS.
- ❖ **“Contract Price”** means the price payable to the SI under the Contract for the full and proper performance of all its contractual obligations.
- ❖ **“Double entry system”**- means the system in which the same data is being entered by two different individuals into the system.
- ❖ **“Handholding”** means providing constant support, help and guidance to PACS for the use of software.
- ❖ **“To-Be”** Document means a self-contained document prepared by the successful vendor giving details of data digitisation/migration plan that will be implemented, based on the “AS-IS” document and which will form the basis for digitisation, support at the PACS.
- ❖ **“Installation”** means the installation/operationalisation of National Level PACS Software (NLPS) at PACS.
- ❖ **“Intellectual Property Rights”** means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests, world-wide, whether vested, contingent or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorise or assign others to do so.
- ❖ **“Legacy Data”** means the information or data stored in previous systems, manual registers, old databases, etc.
- ❖ **“Meta data”** means the data or a set of data that provides information about other data
- ❖ **“NABARD”** means National Bank for Agriculture and Rural Development.
- ❖ **“Onboarding”** means migration of PACS data from manual/semi-manual source to digitisation tool provided by NLPSV.
- ❖ **“Purchaser”** means “State Government”
- ❖ **“Supplier”** means organisation that supply the services as requested vide the RFP. It also refers to “the System Integrator”, “the Bidder” or “the Vendor”, or “the Tenderer”.

- ❖ **“Services”** means those services associated with the supply, installation and maintenance of the Systems, as defined in the Contract.
- ❖ **“Software”** refers to National Level PACS Software.
- ❖ **“Supplier’s Representative”** means the duly authorised representative of the Supplier, approved by the Purchaser to manage and be responsible for the Supplier’s performance under the Contract.
- ❖ **“The successful Bidder” or “the Vendor”** means the company supplying or intending to supply the services under this SLA.
- ❖ **“The Contract Price”** means the price payable to the vendor under the Contract/SLA for the full and proper performance of its contractual obligations.
- ❖ **“Go-Live”** means the stage where entire PACS data has been migrated from digitisation tool to software, desired level of customisation/s to the software have been brought in so as to enable PACS to perform their day to day operations (End of the Day).
- ❖ **“PACS Computerisation”** shall be called that stage where entire data of PACS are digitised, migrated on the software and the same can be seamlessly used by PACS for their day to day operations (End of the Day) without any hurdles.
- ❖ **“Prime Bidder”** means the firm supplying the services under the proposed SLA and shall take complete responsibility towards it.
- ❖ **“Security”** means to forbid from misuse of PACS data including sensitive data and to use the PACS data within the extant data usage guidelines of GoI.
- ❖ **“Service Level Agreement”** means the agreement entered into between the State Government or State Designated Agency and the System Integrator (SI), as recorded in the SLA signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. Various references such as “Purchase Agreement”, “Purchase Contract”, and “Works Contract”, “Contract” etc. also refer to “SLA”.
- ❖ **“State Designated Agency”** means the agency selected by the State Government to execute agreements, give instructions or perform tasks under the RFP on behalf of the State Government.
- ❖ **“Support Centre”**- means the physical setup where dedicated company’s resources are tasked with the receipt, logging and resolution of issues related to the project.
- ❖ **“System Integrator”** means the firm who shall be performing the installation/ operationalisation of the software at PACS, digitisation of legacy records, suggesting state specific customisation in the software, coordinating with the vendors, carrying out UAT, other testing if needed, and provide handhold and support PACS for the use of the software.

Abbreviations

Acronym	Description
BFSI	Banking, Financial Services and Insurance
BG	Bank Guarantee
CBS	Core Banking Solutions
DCCB	District Central Cooperative Bank
DLIMC	District Level Implementation and Monitoring Committee
EMD	Earnest Money Deposit
ERP	Enterprise Resource Planning
FMCG	Fast-Moving Consumer Goods
IPR	Intellectual Property Right
LAMPS	Large Area Multipurpose Societies
NABARD	National Bank for Agriculture and Rural Development
NLDR	National Level Data Repository
NLDRV	National Level Data Repository vendor
NLMIC	National Level Monitoring and Implementation Committee
NLPS	National Level PACS Software
NLPSV	National Level PACS Software Vendor
PACS	Primary Agricultural Credit Society
PBG	Performance Bank Guarantee
PDS	Public Distribution System
PMU	Project Monitoring Unit
RCS	Registrar of Cooperative Societies
RFP	Request for Proposal
SDA	State Designated Agency
SI	System Integrators
SLIMC	State Level Implementation and Monitoring Committee
ST, MT, LT	Short Term, Medium Term and Long Term
State Govt.	State Government
StCB	State Cooperative Bank

1. Introduction

1.1 This Request for Proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling NABARD to select a panel of System Integrators for providing end to end solution in computerization of PACS involving installation/operationalisation of National Level PACS Software (NLPS) provided by NABARD in selected PACS, supporting migration of Legacy data to the NLPS, testing, recommending customization of NLPS as per state specific needs, conveying NLPS problem to the software vendor, training and providing support to identified PACS till the sunset date of the project, i.e. 31.03.2027.

1.2 About NABARD

1.2.1 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") having its Head Office at Plot No. C-24,'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices, Training Establishments and other setups in different cities across the country.

1.2.2 NABARD is an Apex Development Financial Institution with the mission to "*promote sustainable and equitable agriculture and rural development through participative financial and non-financial interventions, innovations, technology and institutional development for securing prosperity*". Detailed information regarding the functions of the Bank are provided on the website – www.nabard.org

1.2.3 A key objective of NABARD is to strengthen the rural credit delivery system through institutional development, with specific/additional focus on the Short Term Cooperative Credit Structure (STCCS) and Regional Rural Banks (RRBs).

1.3 The STCCS, in majority of States, has a three tier structure, comprising State Cooperative Banks (StCBs) at the apex level, District Central Cooperative Banks (DCCBs) at the intermediate level and Primary Agricultural Credit Societies (PACS) at the village level. In some states, two-tier structure of the STCCS is present wherein there are no DCCBs and PACS and StCB form the two tiers.

1.4 The STCCS through its ground level structure viz. PACS plays an important role in widening the reach of institutional credit both from a geographic and socio-economic perspective. PACS with wide spread reach in remote areas of the country occupies an important channel for achieving greater financial inclusion.

1.5 About PACS

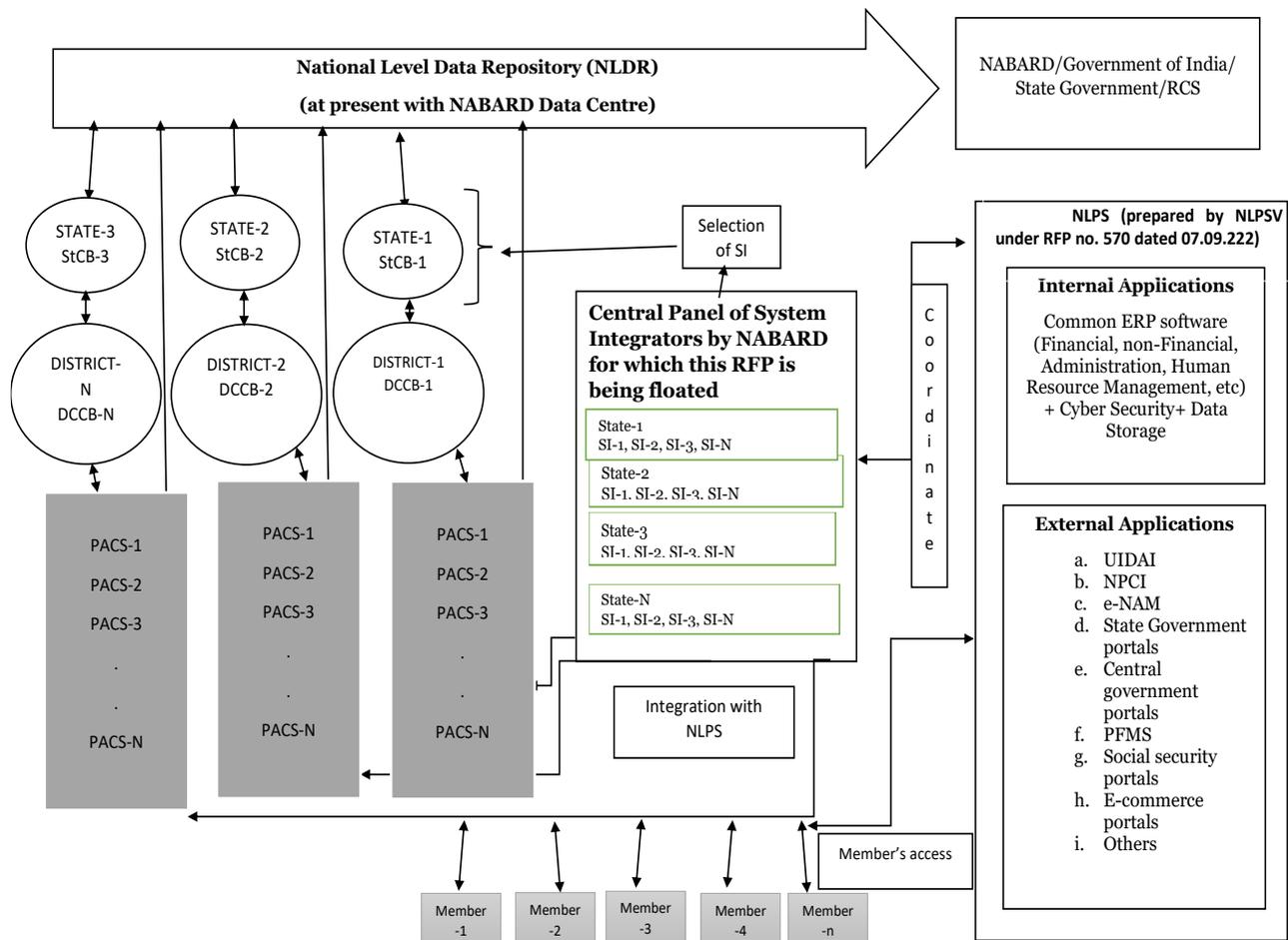
1.5.1 PACS are owned by farmers, rural artisans etc. and aim at promoting thrift and mutual help among the members; cater to their credit requirements and provide credit-linked services like input supply, storage and marketing of agricultural produce etc.

1.5.2 The large out-reach of PACS to the Small & Marginal Farmers (SMFs) make them a systemically important class of agricultural credit purveying institutions. Further, there is a felt need to develop cooperatives as vibrant business enterprises by enabling them to provide multiple services to their members with support of technology in order to fulfil members' requirements.

- 1.5.3 Keeping in view the above and to make PACS self-reliant in tune with 'Atmanirbhar Bharat Abhiyaan', the Government of India (GoI) will be implementing the Centrally Sponsored Project for Computerisation of Primary Agricultural Credit Societies for a period of five years from 2022-23 to 2026-27.
- 1.5.4 The no. of PACS present across states is given in Annexure-I. The broad functions of PACS are enlisted in Annexure-II.
- 1.5.5 NABARD will be responsible for implementation of the project at the central level under the guidance and directions of National Level Monitoring and Implementation Committee (NLMIC) and Ministry of Cooperation (MoC), Government of India (GoI). Further, NABARD will also act as a custodian on behalf of GoI for the common software and all the financial and personal data generated/captured on the software. For more clarity on background of the project, bidders may refer to scheme guidelines and other resources available on the Ministry of Cooperation's website -<http://cooperation.gov.in/>

1.6 Prime responsibilities of System Integrators

- 1.6.1 SIs shall prepare legacy data, digitise and port PACS data into National Level PACS Software (NLPS), the RFP for which has been floated by NABARD vide No. NB. HO. IDD/570/Pol-06/2022-23 dated 07 September 2022.
- 1.6.2 SIs shall recommend state specific customization required in the NLPS
- 1.6.3 To provide State level support system including support centre for computerisation of PACS.
- 1.6.4 SIs shall enable provision to run the software on offline mode and later upload the data in the system in case of network issue.
- 1.6.5 Provide software onboarding support to PACS for five years, upto 31 March 2027.
- 1.6.6 Install software prepared by NLPSV or ensure the readiness of the web based solution on the system of PACS, as the case may be.
- 1.6.7 Digitise legacy data existing in manual/semi computerised/computerised form at PACS.
- 1.6.8 Migrate PACS data to the new software and obtain migration certificate from the PACS / DCCB, after due checks.
- 1.6.9 Train DCCB/StCB or personnel identified by the State Government as Master Trainers, and train PACS personnel, as also handhold them, on software usage and hardware maintenance.
- 1.6.10 A diagrammatic representations of the PACS Computerisation project is given below:



1.7 Functions of Support Centre

The support centre shall be manned by minimum two SI's staff (exact number may change depending on the requirement/size of the cluster of PACS) and shall be equipped with a PC/Laptop, phone, necessary furnitures such as table and chair. The functions expected from Support Centre are:-

- 1.7.1 To attend to service calls from PACS, DCCBs, StCBs and vendors
- 1.7.2 To visit PACS for the resolution of any issues as per the expected timelines.
- 1.7.3 To coordinate with nearby SIs (if any), NLPSV and other vendors for seamless delivery of services to PACS.
- 1.7.4 To provide support as per escalation matrix which will be provided after the selection.

2. Objective of Computerisation of PACS

- 2.1 To bring in efficiency, accountability, transparency at PACS and improve profitability.

- 2.2 To bring in accuracy and uniformity in the conduct of business, accounting with entries originating at the transaction level and reporting thereof through standardization of processes, implementation of Common Accounting System (CAS), Generation of consolidated Financial Statements, Management Information System (MIS), Generation of reports at National Level, State level and as per the requirement of other stakeholders such as NABARD, GoI/NABARD/ State Govts., etc. and Geographic Information System (GIS)/ Geo-tagging of PACS infrastructure and compliance to stipulations.
- 2.3 To transform PACS into multi service entities offering to members in particular and the rural population in general, an array of services covering agriculture and allied activities; financial and non-financial products.
- 2.4 To seamlessly connect PACS with the higher-tier institutions and Government departments in the domains of agriculture, banking and rural development for dissemination of knowledge to grassroots.
- 2.5 To seamlessly onboard PACS onto National Level PACS Software (NLPS)
- 2.6 To leverage on the unique strength of PACS captive member base to design and offer personalized products and services and thereby improve the socio-economic landscape of rural India.
- 2.7 To ensure accurate delivery of funds and subsidies through DBT to the targeted beneficiary groups.
- 2.8 To enable PACS to integrate onto various GOI's platforms which are operational or which may become operational in future such as 'JanSamarth, e-NAM, etc.
- 2.9 To enable PACS to provide doorstep banking services to facilitate easier access to banking services.
- 2.10 To enable PACS to utilize digital acceptance infrastructure like Point of Sale (POS)/mobilePOS (mPOS)/ QR Code Readers/Green Pin solution /BHIM AADHAR pay device etc. in the establishments run by PACS like fertilizer shops, Seed Processing units etc., to facilitate cashless/digital transactions.
- 2.11 To expand financial services to unbanked villages / areas, improve the overall performance and efficiency of PACS and Short Term Cooperative Credit Structure, increase rural employment opportunities and reduce migration to urban areas.
- 2.12 To enable PACS to efficiently integrate into agri value chain through e-commerce platforms.

3. Costs to be borne by bidder

All costs and expenses incurred by bidders in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by NABARD, will be borne entirely and exclusively by the bidder. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.

4. No Legal Relationship

No binding legal relationship will exist between any of the bidders and NABARD or State Government until execution of a contractual agreement.

5. Bidders Obligation to Inform Itself

- 5.1 The bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 5.2 Each bidder having responded to this RFP acknowledges to have read, understood and accepted the selection & evaluation process mentioned in this RFP document. The bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP.
- 5.3 The bidder will, by responding to NABARD for RFP, be deemed to have accepted the terms as stated in this RFP.
- 5.4 Bidders may regularly visit NABARD's website (www.nabard.org)/ CPPP/ NABARD's eproc portal (<https://nabard.eproc.in/>) from time to time (till the deadline for bid submission) for any updates in respect of the RFP document notice, if any. Failure to do so shall not be a reason for absolving the applicant of his liabilities to submit the RFP document complete in all respect including updates thereof, if any, in time. An incomplete application may be liable for rejection.

6. NABARD's discretionary rights

- 6.1 NABARD may, in its absolute discretion, seek additional information or material from any bidders after the RFP closes and all such information and material provided will be taken to form part of that bidder's response.
- 6.2 Bidder/s may provide details of their contact person, telephone, mobile number and full address(s) to ensure that replies to RFP could be conveyed promptly.
- 6.3 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 bidders.
- 6.4 NABARD may, in its absolute discretion, engage in discussion with any bidder (or simultaneously with more than one bidder) after the RFP closes to improve or clarify any response.
- 6.5 NABARD will notify all short-listed bidders in writing by letter or email as soon as practicable about the outcome of their RFP. NABARD is not obliged to provide any reasons for any such acceptance or rejection.

7. Errors and Omissions

Each bidder should notify NABARD of any error, fault, omission, or discrepancy found in this RFP document but not later than **16 December 2022**.

8. Requests for information by bidders

- 8.1 Bidders are required to direct all communications for any clarification related to this RFP, to the designated NABARD officials and must communicate the same in writing by the date and time mentioned in 'Important Dates' section of this RFP. No oral / telephonic query / clarification would be entertained.

- 8.2 All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via letter / email. NABARD will try to reply, without any obligation in respect thereof, every reasonable query raised by the bidders in the manner specified.
- 8.3 However, NABARD will not answer any communication reaching NABARD later than the time stipulated for the purpose.

9. Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in disqualification.

10. 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.

11. Errors and Omissions

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

12. Acceptance of Terms

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

13. Important points

Bidders must take the following points into consideration during preparation and submission of bids.

- 13.1 Relevant documents must be submitted as proof wherever necessary. All the pages must be stamped with company seal and signed by the authorized signatory of the bidder.
- 13.2 Faxed copies of any documents are not acceptable and will be rejected by NABARD.
- 13.3 Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 13.4 If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

14. Purpose of RFP

- 14.1 The primary aim of this Request for Proposal (RFP) is to empanel state level System Integrators. The prime responsibilities of SIs are given at Clause No. 1.6. The identified System integrators should possess the capacity and capability to support identified PACS for entire computerization process.
- 14.2 To invite detailed proposals from bidders as per goals, objectives and functions defined in this RFP while adhering to stipulated terms and conditions.
- 14.3 To inform bidders on methodologies for shortlisting and sections of vendors-specifying Technical specifications used for evaluation.

Note: The empanelment of SI through this RFP does not necessarily mean allocation of work. Allocation of work by issuance of work order by the states, will be done at the discretion of respective states themselves, based upon consideration of the commercial bid obtained herein as also volume of work in the state.

15. Business Scope

- 15.1 NABARD is in the process of implementing a nationwide project for computerisation of rural credit institutions. In order to computerise the existing system in PACS, NABARD has floated a separate RFP for selection of National Level PACS Software Vendor (NLPSV) who will provide a common NLPS to be used across all PACS in the country.
- 15.2 The System Integrators shall work at the ground level with individual PACS supporting them with installation/operationalization of NLPS, digitisation of data, data migration, training, support, etc.

16. Method of Empanelment

- 16.1 This RFP is to follow a 2 stage bid process. In the first stage, the bidders will be evaluated on the basis of their technical score and those that score above the minimum marks will qualify for the next stage. The technically qualified bidders will be called as Central panel of System Integrators (SIs).
- 16.2 In the second stage, the commercial bid will be opened. The state wise bids will be compiled by NABARD and made available to the respective state. It will be the prerogative of the state to allot the work to L1 in the state or allot the work to one or more additional bidders as per the process elucidated at 17.2.7.

17. Method of selection of state by bidders

- 17.1 The bidders can apply for any number of states in which they wish to perform the role of System Integrators. The states are classified in two categories: Category I and Category II and method is elucidated at Points no. 17.2 to 17.5 hereafter.

17.2 Points to be noted before submitting bid/s for State/s:-

- 17.2.1 **The bidder may apply for any one state in Category-I without applying for any state in Category-II.**
- 17.2.2 If bid is submitted for **more than one state** of Category-I, the bidder has to necessarily submit a bid for each state in **any one group of Category-II states.**
- 17.2.3 If bid is submitted for **more than two states** of Category-I, the bidder has to necessarily submit a bid for each state in **any two groups of Category-II states.**
- 17.2.4 If bid is submitted for **more than five states** of Category-I, the bidder has to necessarily submit a bid for **all groups of Category-II states.**
- 17.2.5 There is no restriction on any bidder for quoting for one or more category-II states **alone** without bidding for Category-I.

17.2.6 In case sufficient number of bids are not received for any state, NABARD reserves its right for awarding the bid to the successful bidders from other states on mutually agreed basis by the states.

17.2.7 The states where all other bidders in the state agree to match the rate of L1, 60% of the balance (40% after 60% is allotted to L1) will go the bidder who had bid the lowest and is agreeable to deliver the services at L1 rate and so on. The same has been explained by following example:

Col 1	C2	C3	C4	C5
Row no.	Qualified bidders	Method of allotment	No. of PACS allotted where Total = 100 PACS	Balance
R1	L1	Min. 60% of total PACS	60 PACS	40 PACS
L2, L3, Ln may be requested to match with L1 rate				
R2	L2	60% of R1C5	60% of 40 PACS = 24 PACS	16 PACS
R3	L3	60% of R2C5	10 PACS	6 PACS
R4	Ln	Calculated as above	Calculated as above	Calculated as above

17.3 Category I States/UTs

S.No	States/UTs	No. of PACS
1	Andhra Pradesh	1999
2	Bihar	8463
3	Chhattisgarh	2058
4	Gujarat	7795
5	Haryana	730
6	Himachal Pradesh	1853
7	Jharkhand	4398
8	Karnataka	5410
9	Kerala	1577
10	Madhya Pradesh	4523
11	Maharashtra	20956
12	Goa	74
13	Odisha	2705
14	Punjab	3552
15	Rajasthan	6646
16	Tamil Nadu	4537
17	Puducherry	53

18	Telangana	822
19	Uttarakhand	699
20	Uttar Pradesh	6913
21	West Bengal	6521

17.4 Category –II States

S.No	State/UT	No. of PACS
Group-I	Jammu And Kashmir and Ladakh	589 and 7
	Andaman and Nicobar Island	46
Group-II	Arunachal Pradesh	34
	Assam	774
	Meghalaya	179
	Sikkim	176
Group-III	Mizoram	93
	Nagaland	580
	Manipur	177
	Tripura	268

Disclaimer: The number of PACS may undergo a change depending upon the willingness of the State Government to join the project and proposal/s submitted by the State Government for sanction under the project.

17.5 Summary of the above rule as listed in Clause No. 17.2 for submission of bids:-

Category-I	Category-II (mandatory bid submission)
Bid received for only one State	No mandatory submission
Bid received for only 02 States	Bid for any one group to be necessarily submitted
Bid received for >2 States upto 05 States maximum	Bid for any two groups to be necessarily submitted
Bid received for >5 States	All three groups to be necessarily submitted
	No restriction on any bidder for quoting for one or more category-II states alone without bidding for Category-I

- 17.6 No Bidder shall submit more than one bid for the same state against this RFP. The bids may be submitted for any number of state, however, if the concerned State decides not to join the PACS Computerisation project, the bid for that state will become null and void.**

18.Scope of Work

Broadly, the System Integrators (SIs) shall prepare legacy data, digitise and port this data into NLPS, recommend state specific customization required in the NLPS, handhold the PACS personnel during the process and provide support system. The team deployed by SI will be working under close supervision of SLIMC/DLIMC.

The detailed scope of the project for System Integrators includes:-

18.1 Installation

- 18.1.1 To install NLPS or enable system readiness for web based NLPS solution, as the case may be, and migration tools supplied by NLPSV/NABARD.
- 18.1.2 To ensure complete migration of the application suite and data to the NLDR including developing the migration roadmap identifying the constraints, risks and inhibitors to migration throughout the project period.
- 18.1.3 SI will collect and prepare legacy data of identified PACS in the format prescribed by NLPSV.
- 18.1.4 SI shall facilitate NLPSV in integration of PACS to Core Banking Software (CBS) of DCCBs/StCBs.
- 18.1.5 SIs will recommend state specific customization required in the NLPS which may involve but will not be limited to- providing templates for accounting as specified by State RCS or other regulatory body, recommending interfaces for state government portals such as land records portal, e-governance portals, citizen service delivery portals, etc. to NLPSV.
- 18.1.6 As per the project guidelines, the procurement of the hardware shall be arranged for by the respective state govts, and will be made available to the PACS.

18.2 Digitization and Migration of data

- 18.2.1 To collect and prepare legacy data from PACS upto cut-off date as specified by the States/NABARD or any other regulatory bodies.
- 18.2.2 To perform digitization of various records through scanning/or by entering the data manually/or by other suitable means for ensuring clear and quality images of even seriously damaged, tarnished, clouded documents. It is expected that legacy data related to all live loans from the date of sanction of loan and all other core data related to share capital, membership, etc. from the date of origin of such data to be digitized.
- 18.2.3 It is expected that data from cut-off date to current date will be done by PACS staff but it will be the responsibility of SI to get On-system entries completed through Training Staff /support centre within stipulated time.

- 18.2.4 SI shall digitise all historical data at PACS as per the digitisation tool provided in NLPS. This includes scanning of manual records (such as membership forms, identity and address proofs, member Photo/Signature, Land records, Loan Ledger, Trading Register, etc.) and data entry of those scanned forms into the NLPS. However, the SI shall also digitise other than legacy/current data whenever asked.
- 18.2.5 To migrate all forms of data from existing structures including manual records to NLPS database and storage of the same in the storage arrangements of NABARD/ NLDR as per the standard data structure devised by NLPSV.
- 18.2.6 The validation and accuracy of the data being migrated or entered into NLPS shall be the responsibility of SIs. SI shall validate the data before uploading the same to the digitisation tool through double entry system and shall ensure porting, legacy data migration from manual documents, partially digitised documents, other software used by PACS through suitable migration tool provided by NLPSV.
- 18.2.7 To ensure smooth and real time migration of data, original data remaining intact and to ensure that the migration is not interrupting the performance of the existing software, if any.
- 18.2.8 Implement end to end migration without interfering in the daily business activities of PACS and performance of the software.
- 18.2.9 Identification of specific activities in the data migration process, preparation of detailed work breakdown structure for the data migration project and implementation of relevant migration plan with the coordination of NLPS and other stakeholders
- 18.2.10 To conduct study for capturing of data from various sources of data at the PACS and ensure its validity by coordinating with PACS officials, officials of DCCBs/StCBs and officials of RCS.
- 18.2.11 To enable digitization of PACS membership data and verify their credentials and data through OTPs/biometric verification/or any identification tools supplied by NLPSV so as to avoid any wrong data migration.
- 18.2.12 To enable verification of data, rectification of errors, updation and validation of migrated data. SI shall ensure complete data cleaning and validation for all data digitised and loaded on to NLPSV before creating a new Single Version of Truth (SVOT). Design contingency plans that identify and rectify 'dirty' data before its migration to the NLPS.
- 18.2.13 To enable capturing of data from all books of accounts including journal books of PACS to ensure overall -migration and digitization.
- 18.2.14 To identify various forms of metadata and capturing metadata in structured and comprehensive manner.
- 18.2.15 States where PACS have already been computerized by agencies other than NLPS, there the SIs shall coordinate with the existing agencies to understand their existing database structure. SIs shall obtain the exported data in the new PACS data structure from existing database to ensure seamless migration.

- 18.2.16 SI shall formulate the Data Digitisation Strategy which will also include internal quality assurance mechanism. This may be reviewed and signed-off by DLIMC or necessary authority prior to commencement of data digitisation.
- 18.2.17 SI shall incorporate all comments and suggestions of SLIMC/DLIMC/DCCBs/StCB/PACS/State PMUs in the data Digitisation/Migration Strategy.
- 18.2.18 The SI shall not misuse i.e. use the PACS data for any purpose other than the purpose for which it is accessed/compiled in terms of this RFP, else the same shall be treated as data breach under respective laws of the country.
- 18.2.19 Entire data pertaining to all customers, accounts and PACS should be migrated to the NLDR (NABARD's data centre) for all the branches and Head Office departments without any data loss

18.3 Support

- 18.3.1 To set up support centres approximately for a cluster of about 200 PACS. The no. of PACS to be submitted by a single support centre may vary depending upon the geographical spread or other such relevant state specific feature. The SI shall impart the support services either from remote through phone or such mean or by making field visits during the office hours (08 AM to 08 PM) and beyond office hours in case of administrative exigencies. During the currency of the project depending upon the requirement, the support staff at the Centre shall remain available on phone/chat 24X7.
- 18.3.2 These support centres, to be set up by the System Integrator(s), will report to State PMUs. This entire support system will be under the overall supervision and control of the State Governments and will be operated by the concerned SI. Two of the staff of SI shall be stationed at State PMUs as State Level Support with own IT infra with necessary software/systems/tools for providing State level support services. The functions of Support Centre is given at Clause No.1.7
- 18.3.3 The support services shall be provided in State administrative language/s and English and the personnel deployed at Support Centre by SI shall be well versed with the same.
- 18.3.4 The successful SI/s will maintain a helpline preferably 24X7 for immediate action in matters related to cyber security, data breaches, etc. and they will coordinate with central teams, NLPSV and regulators.
- 18.3.5 There should be a toll free number available with the State level support team, which shall be used by PACS/cluster level support team. State level support team may direct, nearest cluster level support center in case the call is received by PACS directly. Moreover, cluster level support center may also seek support from State level support team.
- 18.3.6 To provide help desk support to PACS during the project period with multiple escalation levels as per the gravity of problem.
- 18.3.7 Support to Project Monitoring Units (PMUs) hired by NABARD at National, State and District level, or any other support required for PACS & RCS at any stage of project.

- 18.3.8 To ensure that the services of trained manpower is available uninterrupted for support and SI shall make necessary arrangement for the same.
- 18.3.9 To provide necessary adequate trainings about functioning of the hardware/ software to the employee of PACS.
- 18.3.10 SI may identify various stages of computerization arranged in logical format, identify dependency steps, plot PERT chart/Gant Chart, identify critical steps to ensure parallel performance of tasks and report the same to State PMUs in specified formats for ensuring efficiency in project implementation.
- 18.3.11 To ensure adherence to various security, storage, network etc. standards as specified by NABARD/RCS/StCBs/ State govts.

18.4 Testing and Training

- 18.4.1 The SI shall perform role of system administrators and user administrators by coordinating with DCCBs/StCBs in order to implement user identity and access management to separate various users.
- 18.4.2 Conduct tests for verifying successful migration
- 18.4.3 Should support NABARD/DCCB/StCB/ RCS in migration audits.
- 18.4.4 Handholding and support shall be provided till the sunset date of the project i.e. 31.03.2027, as per para 2.2.5 of the scheme guidelines. <http://cooperation.gov.in/Noticesandcirculars.html>
- 18.4.5 Validation of migrated data against the source data using relevant tools/scripts/customized applications and documentation.
- 18.4.6 The SI shall depute sufficient no. of its resources for the master training programme conducted by NLPSV on NLPS and the trained manpower shall impart further training to PACS in the training programmes conducted by NABARD. The deputed SI staff shall receive training on the use of the software under master trainers programmes. SIs shall impart further training on NLPS related aspects to PACS including use of software to create trainers at State and District level and shall also provide training materials and reference manuals (user/ maintenance/ administration), prepared by NLPSV, to the participants. If required, SI shall prepare local language based user manuals/videos for PACS.
- 18.4.7 The SI shall arrange for training to select staff in DCCBs/StCBs, trainers deployed in the training centres of DCCBs/StCBs and other cooperative training institution. Such trainings shall be arranged by State PMUs/State Governments and SI shall only depute their trained staff for the programme.
- 18.4.8 SI shall guide and train PACS staff on the use of software, submission of MIS, etc. through the period of association with PACS during digitisation process upto Go-Live as and when needed.
- 18.4.9 The SI shall provide training to staff of RCS of the State Govt. for facilitating audit in a computerized environment along with modules like election of the society as facilitated in the software.

- 18.4.10 The SI shall provide hands-on trainings to PACS staff on the use of NLPS, generation of reports, etc.
- 18.4.11 SI shall conduct the acceptance testing and verify the completeness and accuracy of the data digitised to NLPSV. State PMU or DCCBs/StCB may cause, at its will, to verify the test results provided by SI
- 18.4.12 SI shall supply test cases, test results, etc. to NLPSV.

18.5 Documentation

- 18.5.1 Shall compute & document the required storage capacity in NLDR (data centre setup of NABARD) for the PACS to be integrated.
- 18.5.2 The SI shall create and maintain all project documents that shall be passed on to the State/ State PMUs as deliverables as per the agreed project timelines. The documents created by the SI will be reviewed by the State PMUs. Project documents include but are not limited to Data Migration project plan for the PACS, Detailed System Study Report, List of services, Service Definitions, Service Levels, Training and Knowledge Transfer Plans, Issue Logs, Data dictionary and data definitions, etc.
- 18.5.3 SI shall include the State specific learning for NLPS customization and document the necessary changes for NLPSV for implementation.
- 18.5.4 SI shall ensure record/document/data entry into service management modules of all incidences/complaints/issues/customisation requests.
- 18.5.5 SI shall generate appropriate control reports before and after digitisation to ensure accuracy and completeness of the data.
- 18.5.6 To provide various reports regarding- system usage, summary of resolve and unresolved complaints, availability and resource utilization reports, monitoring reports, when asked by the authorities.

18.6 Coordination with external stakeholders

- 18.6.1 To coordinate with National Level PACS Software Vendor (NLPSV) to ensure seamless installation/operationalisation and use of NLPS by PACS.
- 18.6.2 To provide scope for NLPSV to connect the subsystems/components of ERP software as per the requirement set under PACS Computerisation project.
- 18.6.3 To coordinate with BSNL/other network service provider for internet connectivity, if needed, for troubleshooting of the network problem.
- 18.6.4 To provide necessary inputs to NLPSV for customization and modifications of the software as per needs of the states. Details on suggestions of customization and modifications to be suggested to NLPSV.
- 18.6.5 To coordinate with NLPS regarding system downtimes for proper scheduling of activities and communicating to relevant stakeholders
- 18.6.6 To coordinate with Central PMU, State PMU, DLMIC/SLMIC, DCCBs/StCBs/line departments of the state govt. associated with the PACS to ensure smooth computerization of PACS.

18.7 Roll out

- 18.7.1 To prepare a detailed roll-out plan for each PACS in the phase and get the same approved by the State Government.
- 18.7.2 To provide the necessary assistance for the State PMU/StCB/DCCB/PACS during the design and implementation of the roll out plan.
- 18.7.3 The project leader and domain experts of SI shall remain continuously available for their implementation team.

18.8 Others

- 18.8.1 The SI shall depute two staff at central level support centre in State PMU.
- 18.8.2 The SI shall participate in SLIMC and DLIMC meetings whenever asked to.
- 18.8.3 To apprise State PMUs about the PACS wise status of installation/operationalisation of software, its usage, and data digitization.
- 18.8.4 To conduct Ground Survey of selected PACS where SI is involved in computerization in order to assess the situation of PACS, readiness for computerization, identify major challenges, suggest measure and provide detailed ground survey report to State PMU as and when required.
- 18.8.5 The SI shall retain sufficient bench strength for replacement of personnel deployed at the field or at the central/state level teams.
- 18.8.6 To perform geotagging operations of PACS through NLPS and its associated infrastructure.
- 18.8.7 Conducting a detailed study of the project requirements, wherever necessary and provide a document relating to the functionalities, dashboard maintenance as required to support the PMU setup by NABARD.
- 18.8.8 The SI shall support NLPSV in codification of various parameters by providing necessary information such as census codes, village codes, ward codes, crop codes and other codes specific to states.
- 18.8.9 To facilitate and provide support to hardware vendor selected by States, who shall be supplying computers along with peripheral devices.
- 18.8.10 To facilitate and support any other vendor hired by NABARD or State for supporting migration, supplement skilled human resource and for independent testing purpose.
- 18.8.11 To ensure the data security aspects with reference to the compliance of regulatory and industry standards.
- 18.8.12 The SI shall provide skilled human resource with domain knowledge regarding PACS possessing skills required for data migration at PACS.

19. Transition Management

NABARD recognizes that the transition process and its effectiveness, has a significant impact on success of ongoing services. NABARD has the following key objectives for transition:

- 19.1 Maintain steady operation of all services and maintenance of current service levels in PACS during data migration to NLPS.
- 19.2 Successfully complete all activities of legacy data migration, capturing meta data to provide a stable platform for ensuring conduct of day to day operations without any issues for PACS.
- 19.3 Transition period, as given in the project timelines clause, tentatively starting from the date of installation/operationalisation of PACS software.
- 19.4 Finalize the reporting and control mechanism in consultation with NABARD.
- 19.5 SI shall be equipped with necessary infrastructure to ensure that digitisation and data migration activities do not disturb the daily activities of the PACS.

20 Deliverables

This shall be read with clause No. 18 on ‘**Scope of Work**’. The same shall include but not be limited to the following:-

Sr No	Deliverable Name	Details
1	Acceptance of the Work Order and Signing of Agreements	<ol style="list-style-type: none"> 1. Acceptance of the work order 2. Signing of contract/agreements with State Governments 3. Signing of contract/agreements with State Governments, State PMUs(if required)
2	Project Plan and Requirement gathering	<ol style="list-style-type: none"> i. Ground Level Survey and District wise presentation of SPMU ii. Schedule of activities iii. Weekly activity plan iv. Weekly activity report v. Resource deployment plan vi. Schedule of meetings with relevant stakeholders for requirement gatherings vii. Key risks and mitigation plan viii. Work breakdown structure ix. As-Is & To-Be documents for Each PACS
3	Deployment of the software and hardware	<ol style="list-style-type: none"> i. Installed software and hardware ii. Submission of software readiness test checklist shared by NABARD

		<ul style="list-style-type: none"> iii. System perspective of the SI and features, user interfaces, etc. iv. Customisation requirement documents to NLPS based on state govt requirement v. Assumptions and Dependencies vi. Operating environment vii. Non- Functional requirement viii. Knowledge Transfer and training plan
4	Customisation	<ul style="list-style-type: none"> i. Details of patches/ upgrades/ changes of all components ii. Details of Issue/ Problem/ Bugs/ Defect (tracker) and solution iii. Fully tested, final version of state specific customised user and stakeholders screen
5	Data digitization and migration	<ul style="list-style-type: none"> i. Data migration Plan from manual/semi-manual or digitised system ii. Data Migration Report <ul style="list-style-type: none"> ✓ Data Migration Assessment ✓ Migration and Transition Approach ✓ Detailed Data Migration Plan ✓ Scripts required for data migration iii. Data cleansing and sanitisation plan and report iv. Validation of data v. Data Migration Completion Report <ul style="list-style-type: none"> ✓ Details of actual data that has been migrated ✓ Certificate from PACS secretary confirming successful completion of data migration

6	Integration/ Interface	PACS data availability at DCCBs/StCBs/RCS/NABARD report with images/screenshots
7	UAT and System Test	<ul style="list-style-type: none"> i. Screenshots of the communication between DC and DR Site of NABARD or NLDR ii. Access to User Interface to view server utilization on real-time basis etc. iii. Backup, Recovery and Replication Policy and Plan iv. Test plan, cases and scenarios, System Test, Integration Test, Load, Test and Performance Test. v. The test results along with details. vi. User Acceptance Test plan, cases and scenarios vii. Live application showing data entry screens, workflows and MIS report viii. UAT reports
8	Security Audit Report	<p>Security Audit Results</p> <p>Must be submitted before Go-Live</p>
9	Compliances (Monthly/Quarterly)	<ul style="list-style-type: none"> i. Performance Monitoring reports for system ii. SLA Compliance Reports iii. Details of Patches/ Upgrades of all components iv. Details Incremental updates to solution v. On-Going Project Updates and updated documents vi. Audit/ Standard Compliance Reports
10	Training and Capacity building	<ul style="list-style-type: none"> i. Training Manual for Users ii. Operation & Maintenance Manual iii. Presentation iv. FAQs v. User Manual & Handouts vi. Operations & Maintenance Manual vii. Administrator Manual

		<ul style="list-style-type: none"> viii. Self-running demos ix. Capacity building and training workshops for stakeholders
11	Setting up of Support Centre/s	<ul style="list-style-type: none"> i. Address proof, infra details, etc. ii. Name and contact details of the staff deployed and outsourced staff, if any iii. Certificate from SLIMC on support centre setup iv. System Administration support for password resetting, creation of new users, etc.

21 Project Timelines

SLIMC will be convened and allocation of the PACS will be done. The SI shall observe the following project timeline for each of the PACS assigned to a system integrator. Upon award of work SI will have to start the work in parallel at all eligible PACS.

Sr No	Stage of Work	details	Timeline
1	Conduct of SLIMC & Allocation of PACS	-	-
2	Acceptance of the Work Order	Copy of work order duly accepted by authorized signatory along with prescribed documents	Within 01 week of issuance of work order by the State
3.	Signing of Contract with State Govt/State designated agency	Signed Contract	Within 1 week of acceptance of work order
4.	Submission of action plan / Ground level Survey & district wise presentation of SPMU	Action plan will contain the Detailed plan against each PACS, team members details, trainers details, support staff details, location of support center, data digitization team details etc.	Within 02 weeks of acceptance of work order

5.	Submission of As-Is & To-Be document for each individual PACS	Sign off from PACS secretary on As-IS & To-Be document. * Counter signature from DCCB	Within 3 weeks of acceptance of work order
6.	Legacy Data Migration including all live loan data, static data capturing on the tool. Sanitization of data, rectification of error, validation, verification of details. Sending Customization request, if any	Certification of completion from PACS Secretary and counter signature from DCCB Software readiness test checklist certified by PACS secretary and counter certified by DCCB	Within 11 weeks of acceptance of work order
7.	Data porting, data acceptance testing. Correction of errors till successful onboarding	NLPSV acknowledgement towards successful onboarding	Within 13 weeks of acceptance of work order
8	Participation in ToT programmes and deputation of trained SI staff for PACS level trainings	Participation certificate	Within 13 weeks of acceptance of work order
9.	Completion of On system entries for the transactions done from cutoff date till sep'22	It Will be done by PACS staff but it will sole responsibility of SI to get On-system entries completed through TS /support centre within stipulated time.	Within 15 weeks of acceptance of work order
10.	Completion of On system entries for the transactions done from cutoff date till March'22		Within 16 weeks of acceptance of work order
11.	Completion of On system entries for the transactions done from cutoff date till the date of going live		Within 17 weeks of acceptance of work order
12.	Go-live **	Certificate by NLPSV	Within 18 weeks of acceptance of work order

13	Continuation of Handholding & support till sunset date of the Project	Regular MIS & Compliance record throughout the Project Period	Throughout project period
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*Once draft As-Is and To-Be document for each PACS prepared by SI, sign off from PACS secretary shall be obtained on both the documents. Later, the same shall be submitted to the convenor of DLIMC, viz., DCCB, along with a summarised As-IS and To-Be document. DLIMC shall present the same to SLIMC and if called upon, SI shall participate in the meetings convened by DLIMC and SLIMC, as already stated at Clause No.18.8.2. Upon recommendation of SLIMC, State PMU will approve the As-Is & To-be documents.

** This Go-live stage is towards basic common functionalities including all credit related activities.

22 Payment terms

- 22.1 Payment schedule is subject to modification by respective state governments/RCS/StCBs after approval by SLIMC and payment will be made on quarterly basis upon raising of bills.
- 22.2 For each set of PACS taken under the project, payment will be made in two parts. First one will be for Data digitization and Migration and second will be for Handholding & Support. Payment will be made on quarterly basis depending on the following progress milestones in respects of suitable lots of PACS as may be defined in the work order.

Part-1 Data digitization and migration		
S.No.	Deliverables	% to be claimed from State
1	Acceptance of work order	5%
2	Submission of Action Plan/Ground survey and presentation for SPMU	10%
3	Submission of As-Is & To-Be documents	10%
4	Completion of On boarding of PACS	25%
5	Completion of On-system data and go-live	20%
6	6 months after go-live	10%
7	12 months after go-live	10%
8	18 months after go-live	10%
Total		100%
Part 2: Handholding & Support		

Payment under Handholding & Support will be given on quarterly basis till the sunset date. Calculation of the quarters will be done from the issuance of work order.

- 22.3 The System Integrators shall submit their bills, invoices, certificates of completion along with necessary supporting documents to concerned StCB. After name is compiled by StCB, recommended by SLIMC, it will be settled by StCB/State Designated Agency identified by State Government.
- 22.4 All payments will be made, subject to applicable Income Tax laws. Tax may be deducted at source, as per applicable laws.
- 22.5 A bond on non-judicial stamp paper to initiate the process of release of funds will be executed by the selected agency with the acceptance of Letter of Acceptance.
- 22.6 All payments under this Agreement shall be made to the bank account specified by the agency as may be notified to the State Government by the successful SI.

23 Executive Summary of the Bidders Response

The Bidder is requested to provide an Executive Summary while submitting bids. In the Executive Summary, synopsis of their responses to the RFP shall be furnished, in not exceeding 15 pages which may will consist of the following broad heads:

- 23.1 A synopsis of the past experience of the vendor in handling similar projects
- 23.2 The infrastructure and data digitisation capability of the vendor including data cleansing, acceptance testing, documentation, etc.
- 23.3 Strategy to install NLPS, integrate, fix bugs and go-live to achieve the objective specified in the RFP.
- 23.4 The capacity to deploy skilled personnel at PACS to ensure simultaneous progress of project at all locations.
- 23.5 Any other relevant recommendation that the Bidder has to make.

24 Eligibility Criteria

The vendor should qualify for the following eligibility criteria:

Sr No	Basic requirements	Specific requirements	Documents to be submitted
1	Legal Entity	i. The Bidder should be a Company registered under Companies Act, 1956 or Companies Act 2013.	The latest registered copy of Memorandum and Articles of Association. GST Registration Certificate.

		<ul style="list-style-type: none"> ii. Registered with the GST Authorities iii. Should have been operating for the last three years. 	<ul style="list-style-type: none"> a. Certificate of Incorporation b. GST Registration Certificate c. Copy of PAN Card d. Letter from Company Secretary/Authorized Signatory/Statutory Auditor on bidder's letter head for last three years of operation 																								
2	<p>Turnover*</p>	<p>The Bidder should have a minimum average annual turnover in 03 (three) of the last five financial years (FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22)</p> <p>Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p> <p>For bidders applying for single state in Category-I</p> <p>Avg. annual turnover in 03 of the last 05 financial years-</p> <table border="1" data-bbox="527 1287 954 1575"> <thead> <tr> <th>PACS size (members)</th> <th>Min. annual Turnover</th> <th>Avg. annual Turnover</th> </tr> </thead> <tbody> <tr> <td>Upto 200</td> <td>2.00 Cr</td> <td></td> </tr> <tr> <td>200-500</td> <td>2.50 Cr</td> <td></td> </tr> <tr> <td>500-1000</td> <td>3.00 Cr</td> <td></td> </tr> <tr> <td>1000-5000</td> <td>4.00 Cr</td> <td></td> </tr> <tr> <td>Above 5000</td> <td>5.00 Cr</td> <td></td> </tr> </tbody> </table> <p>For bidders applying for more than one state in Category-I. Not counting mandatory states in Category-II.</p> <table border="1" data-bbox="527 1801 954 1942"> <thead> <tr> <th>No. of States</th> <th>Min. annual Turnover</th> <th>Avg. annual Turnover</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>5.00 Cr</td> <td></td> </tr> </tbody> </table>	PACS size (members)	Min. annual Turnover	Avg. annual Turnover	Upto 200	2.00 Cr		200-500	2.50 Cr		500-1000	3.00 Cr		1000-5000	4.00 Cr		Above 5000	5.00 Cr		No. of States	Min. annual Turnover	Avg. annual Turnover	2	5.00 Cr		<ul style="list-style-type: none"> i. Audit Balance Sheets of last three FY viz. 2019-20, 2020-21 & 2021-22. ii. Certificate from the statutory auditor iii. CA Certificate exclusively indicating the turnover, profit after tax, EBDITA and Net worth for the last 3 years, as on 31 March 2022
PACS size (members)	Min. annual Turnover	Avg. annual Turnover																									
Upto 200	2.00 Cr																										
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		<table border="1"> <tr> <td>3-5</td> <td>10.00 Cr</td> </tr> <tr> <td>>5</td> <td>20.00 Cr</td> </tr> </table> <p>For bidders applying under Category-II only</p> <table border="1"> <tr> <td>No. of States</td> <td>Min. Avg. annual Turnover</td> </tr> <tr> <td>Upto 2</td> <td>30.00 lakh</td> </tr> <tr> <td>3-5</td> <td>60.00 lakh</td> </tr> <tr> <td>>5</td> <td>1.00 Cr</td> </tr> </table> <p>* Upto 10% relaxation for eligible Start-ups</p>	3-5	10.00 Cr	>5	20.00 Cr	No. of States	Min. Avg. annual Turnover	Upto 2	30.00 lakh	3-5	60.00 lakh	>5	1.00 Cr	
3-5	10.00 Cr														
>5	20.00 Cr														
No. of States	Min. Avg. annual Turnover														
Upto 2	30.00 lakh														
3-5	60.00 lakh														
>5	1.00 Cr														
3	Net Worth, EBITDA and PAT	<p>The Net worth of the Bidder should be positive as on 31 March 2022.</p> <p>The bidder should also be in positive EBITDA (i.e. Earnings Before Interest, Taxes, Depreciation, and Amortization) and PAT in last three financial years, viz., 2019-20, 2020-21 & 2021-22</p>	<p>i. Certificate from the statutory auditor.</p> <p>ii. Copy of Balance Sheet and financial statement indicating these items explicitly.</p> <p>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 NABARD may consider such Bids after duly evaluating the financial strengths vis-à-vis the technical expertise of the company</p> <p>In case the audited financial statements as on 31 March 2022 are not available, the CA certificate certifying positive EBITDA, Annual turnover and Net worth shall be submitted as per the format given in Annexure-VII.</p>												
4	Experience and Technical Capability	<p>The bidder should be in the field of IT solution/IT support and maintenance during the last 10 years in India (since 01 Oct 2012).</p>	<p>i. Work Order + Completion certificates from the client OR</p>												

			<ul style="list-style-type: none"> ii. Work order + Self certificate of Completion (Certified by the CA involved in the statutory audit); OR iii. Work order + phase completion certificate from the client/ CA involved in the statutory audit (for ongoing projects) iv. Details of past implementation <p>The letter must indicate the Start and End date of implementation, No. of locations included viz., State, District, Village, type and scope of application/software implementation or work done etc.</p> <p>Contact Details of Single Point of Contact (SPoC) should also be furnished.</p>
5	<p>Non-Blacklisting and Non-debarment</p>	<p>The Bidder should not be currently blacklisted/debarred by any bank, Government, Semi Government Organizations or their agencies/ departments, Institutions in India or abroad as on the date of submission of bid for this RFP.</p>	<p>Bidder should submit a declaration to the effect as per the format provided in <i>Annexure-XVI</i> of the RFP.</p> <p>The bidder shall also submit a declaration of Clean Track Record as per the format provided in <i>Annexure-IX</i> of the RFP.</p> <p>If this declaration is found to be false, the NABARD 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.</p>

6	Manpower	The bidder should have at least following no. of full time manpower resources with adequate technical , maintenance and support staff on their payroll.	Self-certification by the authorized signatory with number of staff with technical expertise. No. of specialists with their respective specialization shall also be indicated. Strategy for upscaling team size and experience of scaling up in similar projects in the past (technical Bid)									
		<table border="1"> <thead> <tr> <th>PACS size (members)</th> <th>No. of manpower on payroll</th> </tr> </thead> <tbody> <tr> <td>Upto 200</td> <td>30</td> </tr> <tr> <td>200-500</td> <td>50</td> </tr> <tr> <td>500-1000</td> <td>100</td> </tr> <tr> <td>1000-5000</td> <td>150</td> </tr> <tr> <td>Above 5000</td> <td>200</td> </tr> </tbody> </table>		PACS size (members)	No. of manpower on payroll	Upto 200	30	200-500	50	500-1000	100	1000-5000
PACS size (members)	No. of manpower on payroll											
Upto 200	30											
200-500	50											
500-1000	100											
1000-5000	150											
Above 5000	200											
		The bidder must have the capability to upscale the team size (resources) at any time during the Project Life Cycle to meet the project objectives in time with required quality.										

Note:

For all Government agencies/institutions, all CVC and other regulatory norms shall be adhered to.

25 Other Conditions

- 25.1 The successful SI/s shall ensure confidentiality of information and shall not utilize any information about NABARD/State Government that may be shared with it during the course of the assignment for any purpose other than for successful completion of the project.
- 25.2 NABARD and State Government shall assign single point of contact for the project to facilitate the execution of the project and any communication pertaining to the project.

26 Exit Management

- 26.1 The selected bidders at the end of SLA or termination of SLA before planned contract period for any reason, shall successfully carry out the exit management and transition of this project to the agency identified by State Government to their satisfaction.
- 26.2 The selected bidder shall undertake to complete the following as part of the exit management and transition, complete the updating of all project documents and other artefacts and handover the same before transition.

- 26.3 If the State Government decides to take over the operations of the project on its own or identifies or selects any other agency for providing support services on this project, then selected bidder shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting Training sessions etc.
- 26.4 The exit management and transition will be considered complete based on approval from the State Government.
- 26.5 The State Government may assign or novate all or any part of the Agreement and Schedules/Annexures, and the System Integrator shall be a party to such novation, to any third party party as decided by the State Government or State Designated Agency. Separate Novation Agreement has to be executed with the State Government or State Designated Agency

27 Subcontractors

- 27.1 Any request for Subcontracting by the selected Bidder will not be encouraged. However, it may be considered on merits by the approval of State Government with explicit recommendation of SLIMC. The selected Service Provider shall inform such sub-contractor of the confidential nature of information, which may be shared pursuant to such sub-contracting by the selected Bidder and ensure that such sub-contractor is bound by the confidentiality obligations that are materially similar to those set out in clause 80 of this RFP.
- 27.2 In the case of subcontracting, the responsibility of the selected bidder to the project is not reduced under any circumstances and selected bidder will be responsible for all acts of omission and commission including right to sue and be sued.
- 27.3 Unless NABARD/State Government specifically approves appointment of any sub-contractors submitted by the selected Bidder, the request shall be deemed to have been rejected and not approved by NABARD/State Government.
- 27.4 In relation to a sub-contractor appointed in terms of this clause, NABARD/State Government may, withdraw its approval and direct the selected bidder to terminate the appointment of such subcontractor with immediate effect or within such other period as may be prescribed by NABARD/State Government in its sole discretion, if NABARD/State Government reasonably determines that the subcontractor has breached any terms of the Contract or if NABARD/State Government is not satisfied with the quality of Services rendered by such sub-contractor. Upon receipt of notice by the selected Bidder, the selected Bidder shall be required to terminate the appointment of such sub-contractor, provided that nothing contained in this clause shall affect the right of the selected Bidder to appoint any other sub-contractor in terms of this Clause.
- 27.5 A copy of contract details entered between the selected Bidder and the sub-contractor shall be made available by the Bidder to NABARD/State Government within 7 (seven) days of engaging the sub-contractor.

- 27.6 Even if subcontracting by the selected Bidder is permitted at any time by NABARD/State Government, the selected bidder shall be and will remain responsible for all the Services provided to NABARD/State Government to the same extent as if such obligations were performed entirely by the selected Bidder. The selected bidder shall be responsible for ensuring that the sub-contractor complies with all security requirements of the Agreement and NABARD/State Government shall have the right to obtain independent audit report for such compliance.
- 27.7 The terms of the subcontract shall be compliant to all regulatory/statutory norms applicable such as Minimum Wages Act, etc. and NABARD/State Government shall not be hold responsible for any violations thereof by the subcontractor.

28 Duration of Contract

- 28.1 The State Government will enter into agreement for upto the sunset date of the project, subject to satisfactory performance of the SI.
- 28.2 The State Government and SI will reserve a right to re-negotiate the price and terms of the entire contract to arrive at a mutually favourable terms at the time of extension of contract.

29 Adherence to Standards

- 29.1 The selected SI/s should use the relevant standards as reference while facilitating NABARD/State Government in providing the data digitization, data migration, installation/operationalisation of NLPS, other project objectives and their implementation with an objective to enable NABARD/State Government to adhere to standards which shall stand external scrutiny.
- 29.2 The selected SI/s should adhere to all the applicable laws of the land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.
- 29.3 NABARD/State Government reserves the right to ascertain information from other corporates and institutions to which the bidders have rendered their services for execution of similar project.

30 NABARD's and State Government's Responsibility

NABARD's Head Office or Regional Office and the State Government shall provide the bidder the following to carry out the assignment:

- 30.1 Meeting space to facilitate interaction as when the successful bidder visits NABARD/ State Government.
- 30.2 Arrange for interactions with concerned departments/officers of NABARD/ State Government.

31 Bidding through e-tender

The process involves electronic submission of information for Technical Proposal/Bid as well as Commercial Proposal/Bid. The bidder should allow to run an application namely enApple

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

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

32 How to apply

- 32.1 Eligible Agencies can apply online at <https://nabard.eproc.in> **from 23 November 2022 to 09 January 2022**. No other mode of submission of proposals shall be accepted. Please note that proposals submitted through hardcopy, fax or e-mail shall be rejected.
- 32.2 This e-tender is being facilitated by C1 India on behalf of NABARD. Contact Details for online e-tendering support are given below:

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

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

- 33.1 Registration: The process involves Agency's/bidder's registration with C1 India's e-procurement portal (<https://nabard.eproc.in>), which is free of cost. Only after registration, the Agencies/bidders can submit their proposals/bids electronically. Electronic Bidding for submission of General Profile/ Information, Technical Proposal as well as Financial Proposal will be submitted over the internet.
- 33.2 Bidders should have a valid Digital Signature Class 3 & above Combo Pack (Signing & Encryption copy) to register on the website. Bids will not be recorded without Digital Signature.
- 33.3 Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. C1 India is not responsible for making any such arrangement.
- 33.4 System Requirement are as follows:

Hardware Required

Minimum Hardware Requirements

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

Other Requirements

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

Java Runtime Environment (Latest Java Download from www.java.com Offline mode)

- 33.5 Browser settings: The bidders may also require certain browser settings, the details of which are available on the link <https://nabard.eproc.in>. The bidder shall use **internet explorer** only.

- 33.6 Uploading of supporting documents: Bidders are instructed to use 'Attach Documents' link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 20 MB. For further assistance, please follow instructions of bidder guide.
- 33.7 Valid Email id: Notices and correspondence to the bidder (s) shall be sent by e-mail only during the process till finalization of tender by NABARD. Hence, the bidders are required to ensure that their corporate e-mail id. provided is valid and updated at the stage of registration of bidder.
- 33.8 Corrigendum: Bidders are requested to visit the website regularly before the last date of tender submission to ensure that they have not missed any corrigendum uploaded against the said tender. The responsibility of downloading the related corrigenda, if any, will be that of the Bidders/Agencies.
- 33.9 No separate intimation in respect of corrigendum (if any) to this document will be sent to tenderer (s) in this regard.**
- 33.10 Last Date for e-tender: e-tender cannot be accessed after the due date **(03:00 PM on 09 January 2022)** mentioned in this document.

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

34 Right to reject any or all Proposals

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

35 Validity of Proposal

- 35.1 The proposal should be valid for a period not less than **ninety (90) days** from the date of opening of commercial bids.
- 35.2 In exceptional circumstances NABARD may solicit the bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
- 35.3 NABARD, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

36 Late Proposals

- 36.1 If any proposal/application is received by NABARD after the specified time on the due date, it shall not be eligible for consideration and shall be summarily rejected.
- 36.2 Any alteration/ modification in the proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by NABARD shall be disregarded.

37 Clarifications and Documents

- 37.1 To facilitate evaluation of proposals, NABARD may, or may seek shortfall documents related to the bid, at its sole discretion, seek clarifications from any agency regarding its proposal. Such clarification(s) shall be provided within the time specified by NABARD for this purpose. Any request for clarification(s) and all clarification(s)/documents in response thereto shall be in writing. If the agency does not provide clarifications sought above within the specified time, its proposal shall be liable to be rejected. In case the proposal is not rejected, NABARD may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding.
- 37.2 The text of the clarifications asked (without identifying the source of enquiry) and the response given by NABARD, together with amendment to the bidding document, if any, will be posted on the website. NABARD may not send the same to individual bidders. It would be responsibility of the bidder to check the website before final submission of bids.

38 Queries by the bidders and corrigendum of RFP document

- 38.1 **Pre Bid Meeting:** NABARD shall organise a pre-bid e-meeting (through Microsoft Teams) **at 11:00 AM on 09 December 2022.** The interested Agencies may join the meeting at the mentioned date & time by clicking on the following link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2NhNDcyYmUtYzFjOSooNDFILThlYTctMGRhODdkNjIyNjgx%40thread.v2/o?context=%7b%22Tid%22%3a%228e65dc63-2925-44dc-9c02-98c3f05069ec%22%2c%22Oid%22%3a%224c88b2fb-11d6-408b-b829-8fe87b80b8f9%22%7d

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

<u>Bidder's Name</u>	<u>Name of the Authorized Person who will represent the bidder in the e-meeting</u>	<u>Email id</u>	<u>Mobile Number</u>

- 38.3 NABARD reserves the rights to record the proceedings of the meeting.
- 38.4 Bidders may seek clarification on this RFP document. Any request for clarification must be sent to the e-mail ID: pacs.comp@nabard.org, **on or before 16 December 2022**. The queries should be pertinent to this RFP document only.
- 38.5 The only mode of delivering questions would be through e-mail. In no event shall NABARD be responsible for ensuring that agencies' inquiries have not been received by NABARD. The queries by the agencies may be sent in the following format.

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required

- 38.6 NABARD shall consolidate all the queries and clarifications may be issued latest by **23 December 2022**.
- 38.7 At any time prior to the last date for receipt of proposals, NABARD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Agency, modify the RFP Document by issuing a corrigendum. The same will be available on the website of NABARD.
- 38.8 The corrigendum (if any) & clarifications to the queries from all agencies shall be addressed suitably.
- 38.9 Any such corrigendum shall be deemed to be incorporated into this RFP.
- 38.10 In order to provide prospective agencies reasonable time for taking the corrigendum into account or for any other reason deemed fit by NABARD, the Bank may, at its discretion, extend the last date for the receipt of Final Proposals.

39 Proprietary data

- 39.1 All documents and other information submitted by an agency to NABARD shall remain or become the property of NABARD/State Government and shall be treated as strictly confidential.
- 39.2 All the information made available to the SI at PACS/DCCB/StCB/ State Government/ NABARD level in the course of the project shall be kept strictly confidential and shall be utilised only for the purpose of which it is made available.

40 Proposal Preparation Costs and related Issues

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

41 Duration of Contract

The duration of the contract to be executed between the successful bidders and the respective States shall be till the sunset date of the project.

42 Applicable Law and Jurisdiction

- 42.1 The contract shall be governed by the laws of India for the time being in force. The state specific courts shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.
- 42.2 In case of any dispute between the SI/s or any other stakeholders including NLPSV, NABARD/State Government will not be a party to the dispute. In such cases, the jurisdiction law of the district, state, central shall be exercised by the concerned authority.

43 Terms and Conditions

- 43.1 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.

- 43.2 Information provided in this RFP is organized in several sections to bring clarity and help the reader to understand quickly. However, bidder must take into consideration each and every line of this RFP document as a whole while responding. Bidder must get the doubts, if any, clarified by NABARD before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the period of contract. NABARD shall not be responsible in case of bidders fail to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
- 43.3 Unless expressly overridden by the specific agreement to be entered into between the State Government and the successful bidder, the RFP shall be this governing document for arrangement between the NABARD/State Government and the bidders.

44 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 NABARD and supporting documents and printed literature shall be written in English.

45 Preliminary Examinations

- 45.1 NABARD will examine the bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 45.2 NABARD may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 45.3 Prior to the detailed evaluation, NABARD will determine the substantial responsiveness of each bid to the bidding document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bidding document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning bid security, performance security, qualification criteria, Force Majeure etc. will be deemed to be a material deviation. NABARD's determination of a bid's responsiveness is to be based on the contents of the bid itself, without recourse to extrinsic evidence.
- 45.4 If a bid is not substantially responsive, it will be rejected by NABARD and may not subsequently be made responsive by the bidder by correction of the non-conformity.

- 45.5 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required in the bidding document or to submit a bid not substantially responsive to the bidding document in every respect will be at the bidder's risk and may result in the rejection of the bid.

46 Evaluation of Minimum Eligibility Criteria

- 46.1 Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section (Clause 24). Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- 46.2 Successful bids out of this stage would be considered for technical evaluation.
- 46.3 Bidders must submit the proofs of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.
- 46.4 The bidders must submit compliance sheet for pre-qualification/eligibility as indicated at Annexure-XVIII.

47 Evaluation process

- 47.1 NABARD has adopted a two stage bid process. The bidder has to submit following bids online at the time of submission of bids as stipulated in this document.
- a) Technical bid
 - b) Commercial bid
- 47.2 First, NABARD shall evaluate the 'Technical bid'. During evaluation NABARD reserves the right to call the bidders to make a presentation before evaluation committee. Only bidders who score above **75% of Relative Technical Score (RTS)** in the technical evaluation score will be considered for the 'Commercial bid' stage. In case less than 3 bidders qualify in the technical evaluation the score may be relaxed to accommodate three bidders. However, the bidder must score at least 50%.
- 47.3 Technical Score will be of qualifying nature. The evaluation by NABARD will be undertaken by a Committee of officials or/and representatives formed by NABARD and its decision shall be final.
- 47.4 The bidders qualifying technical criteria and score shall become part of Central Panel of System Integrators. 'Commercial bid' shall be opened for only the shortlisted bidders from the technical evaluation process. The final selection will be done based on commercial evaluation to the respective State Government.
- 47.5 NABARD shall provide their commercial quote to respective State Governments, with ranking (L1, L2...Ln), for award of work.
- 47.6 The state government decision on award of the work, will have to have prior approval of SLIMC.

47.7 The state government shall decide upon the allocation of PACS based on process method elucidated at Clause 17.

48 Evaluation of Technical Bids

48.1 The technical bids will be evaluated on Least Cost Selection (LCS) system for determining the continued eligibility of the bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.

48.2 NABARD may 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 and decision to qualify the bidder shall be accordingly taken by NABARD.

48.3 All the responsive bids will be evaluated as per the procedure detailed in clauses 47-50.

48.4 All the documentary proofs are to be submitted along with the bid in this regard.

48.5 Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. NABARD would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

48.6 Technical bids would be evaluated as follows:-

48.6.1 IT solutions means solutions relating to Cloud, VOIP, Backup solutions, network security, networking services, e-mail services, information reporting, remote support, software / app development, technical support, hardware installation, digitisation, integration, Technology transfer and related activities, etc.

48.6.2 "Project/Solution" means ongoing/completed projects

Project in the Category-II state:

i. *Project value of Rs.20 lakh under single work order issued on or after 01 Oct 2012*

Or

ii. *Work order issued on or after 01 Oct 2012 covering a set of 20 PACS or multiple thereof.*

Project in the Category-I state:

i. *Project value of Rs.50 lakh under single work order issued on or after 01 Oct 2012*

ii. *Work order issued on or after 01 Oct 2012 covering 50 PACS or multiple thereof.*

48.6.3 The bidder shall submit documentary proof showing successful completion along with work order issued.

S.No	Criteria	Scoring criteria	Max Marks
i.	Deployed/Provided to BFSI sector entity/ies: Experience of bidders in providing IT solutions/ IT support and maintenance services during the last ten years (since 01 Oct 2012) .	Experience in No. of BFSI = 1 project : 10 marks 2-3 projects- 15 marks >3 projects- 20 marks	20
ii.	Deployed/Provided to Non-BFSI sector entity/ies: Experience of bidders in providing IT solution/IT support and maintenance during the last ten years (since 01 Oct 2012) .	= 1 project : 10 marks 2-3 projects- 15 marks >3 projects- 20 marks	20
iii.	Of the projects mentioned at (i) and (ii) above, experience of bidders in providing data digitization/data migration/integration services in last 10 years (since 01 Oct 2012).	1 -2 Projects: 10 marks 3-5 Projects: 15 marks More than 5 Projects: 20 Marks Additional marks: Experience in providing data digitization/data migration/integration services in cooperative societies: Upto 100 cooperative societies including PACS: 5 marks 101-500 cooperative societies including PACS: 10 marks Above 500 cooperative societies including PACS: 15 marks	20
iv.	Experience of the bidder for the project mentioned at point no. (i) and (ii) in the States bidder has applied for	Upto 50% of the State: 02 marks More than 50% of the states: 5 marks	5

v.	Methodology and Approach (qualifying bidders shall be called upon to make a presentation to the evaluation committee)	PPT consisting of but not limited to topics understating of requirements, approach, Implementation & Resource Deployment Plan	30
vi.	Key personnel with PMP/ PRINCE 2/ RHCE/ RHCSA/ CMMI certification	03 marks per relevant certificates. More than 02 certificates- 05 marks	5
Maximum marks			100
Additional marks			15

48.7 The technical bid will be analysed and evaluated, based on which the Relative Technical Score (RS_{Tech}) assigned to each bid based on parameters mentioned above.

48.8 Relative Technical Score (RS_{Tech}) for each bidder will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{High} \times 100$$

Where:

RS_{Tech} = Relative score obtained by the bidder

T = Technical score obtained by bidder

T_{High} = Highest Technical score secured among the bidders

48.9 Technical bids receiving a RS_{Tech} greater than or equal to a score of 75 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.

48.10 If less than 3 bidders qualify as per above criteria ($RS_{Tech} \geq 75$), NABARD reserves the right to short list maximum top 3 bidders subject to $RS_{Tech} \geq 50$.

49 Evaluation of Commercial Bids

49.1 The list of bidders who qualify the Technical Evaluation will be treated as **'Empanelled'** for the purpose of this project. The commercial bids submitted by bidders will be opened on due date. The state wise bidder list along with their respective quotes will be compiled. The compilation list of Technically Qualified bidders together will form the Central panel of System Integrators.

- 49.2 Each state Government will, based on its own assessment of no. of PACS to be covered in the state, determine how many SIs, they will need, out of the Central Panel for their State. Accordingly, on the discretion of the State Government, the work shall be awarded to L1 alone or similar bidders may be requested to match L1 and allocate, as explained at Clause No. 17.

50 Final Selection of the Eligible Bidder

It is made clear that at NABARD level, the empanelment of SIs will depend upon the outcome of the Technical Evaluation. At state level for award of the work, the final selection will be done by the State Govt. based on their assessment of no. of SIs required in the state and no. of SIs willing to match the L1 Cost.

51 Key personnel of SIs

- 51.1 For the computerisation of PACS, the SI shall form a project team who shall be specifically looking out the assignment given by NABARD/State Government. It is expected that the successful SI/s shall constitute a team comprising National/State Project managers and implementation staff. However, the actual requirement for the team may differ based on the size of PACS and shall be communicated to the successful bidders after the award of work.
- 51.2 The bidder must have the capability to upscale the team size (resources) at any time during the Project Life Cycle to meet the project objectives in time with required quality

52 Amendment to the bidding document

- 52.1 At any time prior to the date of submission of bids, NABARD, for any reason, may modify the bidding Document, by amendment.
- 52.2 The amendment will be posted on the website of NABARD (www.nabard.org).
- 52.3 All bidders must ensure that such clarifications have been considered by them before submitting the bid. NABARD will not have any responsibility in case some omission is done by any bidder.
- 52.4 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, NABARD, at its discretion, may extend the deadline for the submission of bids.

53 Earnest Money Deposit (EMD)

- 53.1 All the responses must be accompanied by a refundable interest free security deposit as per following table. If the bidder is opting for more than one states, the sum total of respective EMD amount shall be submitted.

Sr. No.	Name of State/UT	Total No. of PACS	EMD amount (Rs. lakh)
1	Andaman And Nicobar Islands	46	2
2	Andhra Pradesh	1999	74

3	Arunachal Pradesh	34	1
4	Assam	774	29
5	Bihar	8463	315
6	Chhattisgarh	2058	77
7	Goa	74	3
8	Gujarat	7795	290
9	Haryana	730	27
10	Himachal Pradesh	1853	69
11	Jammu And Kashmir	589	22
12	Jharkhand	4398	164
13	Karnataka	5410	201
14	Kerala	1577	59
15	Madhya Pradesh	4523	168
16	Maharashtra	20956	780
17	Manipur	177	7
18	Meghalaya	179	7
19	Mizoram	93	3
20	Nagaland	580	22
21	Odisha	2705	101
22	Puducherry	53	2
23	Punjab	3552	132
24	Rajasthan	6646	247
25	Sikkim	176	7
26	Tamil Nadu	4537	169
27	Telangana	822	31
28	Tripura	268	10
29	Uttarakhand	699	26
30	Uttar Pradesh	6913	257
31	West Bengal	6521	243
32	Ladakh	7	0.26

Disclaimer: The number of PACS may undergo a change depending upon the willingness of the State Government to join the project and proposal/s submitted by the State Government for sanction under the project.

53.2 Details of the EMD are given in this RFP in Annexure-XIII. The EMD is required to be deposited by all applicant agencies using National Electronic Funds Transfer (NEFT) to NABARD, and the details of Bank Account are as under:

NAME OF ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFS CODE	NBRD0000002

ACCOUNT NUMBER	NABADMN07
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- 53.3 Earnest Money Deposit (EMD) is to be sent through online transfer (NEFT) not later than 02 (two) days before the last date of submission of tender. The receipt of online transfer has to be attached with Technical Bid (Annexure- VII). Agencies should note that the EMD shall not bear any interest. The EMD shall be forfeited in the event of any sort of non-compliance with the latest conditions of the bidding process.
- 53.4 The UTR No for this transaction has to be indicated in the Bid Document.
- OR --
- 53.5 EMD Bid Security from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of Bid and strictly in the format as prescribed in Annexure –XII.
- 53.6 No interest will be payable on EMD under any circumstances
- 53.7 The Bank Guarantee for EMD should be submitted with the Technical Bid.
- 53.8 Submission of EMD as indicated at point 55.3 and 55.5 above 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.
- 53.9 The technical bid will be evaluated only for those bidders who have submitted EMD with the Technical Bid.
- 53.10 The EMD of the Bidders not qualified under Technical Bid will be returned within 15 days after opening the Commercial Bid of the technically qualified bidders.
- 53.11 The EMD may be forfeited or the Bank Guarantee may be invoked if:
- 53.12 Bidder withdraws its bid during the period of bid validity specified in the RFP; Or
- 53.13 Bidder having been notified of acceptance of his bid by NABARD during the period of bid validity:
- i. Fails or refuses to execute the agreement if required; or
 - ii. Fails or refuses to furnish the performance security, in accordance with the conditions of contract executed
- 53.14 The EMD submitted will be returned as it is, to all the technically unqualified bidders and to all whose commercial bid did not succeed within thirty (30) days of the selection of the successful bidder. NABARD will return the EMD to the successful bidder to whom Letter of Acceptance is issued once it furnishes the performance security in accordance with provision of the RFP, Service Level Agreement (SLA) and Letter of Acceptance. All bidders are required to scan & upload a copy of Bank Account details (cancelled cheque) and PAN card, along with Technical Proposal (Annexure- VII) to facilitate the return of EMD amount.

- 53.15 EMD of a tenderer shall be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money shall be forfeited if it fails to furnish the required performance security within the specified period.
- 53.16 The scanned copy of Bank Guarantee for EMD should be uploaded while submitting tender through portal.
- 53.17 The technical bid will be evaluated only for those bidders from whom original Bank Guarantee for EMD is received at NABARD within the stipulated time.
- 53.18 The original Copy of Bank Guarantee for EMD is required to reach NABARD within 7 days from the date of submission of bid.
- 53.19 The Bid Security of the successful bidder/s shall be lying with NABARD till the work is executed by the successful bidder/s.**
- 53.20 The bidder shall submit details of the EMD submitted as per Annexure-XIII.

54 Modification and/ or Withdrawal of bids

The bidder may modify or withdraw his/ her bid after the bid's submission, through eproc portal, till the last date of bid submission. No bid may be modified or withdrawn after the deadline for submission of bids.

55 Exemption for EMD

- 55.1 MSEs would be entitled for exemption from furnishing earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach NABARD to resolve their grievances.
- 55.2 The Rule 171(i) & Rule 173 (i) of the GFR-2017 read with OM No. F/20/2/2014-PPD (PT) dated 25 July 2017 provides for EMD exemptions and certain relaxations from prior experience and prior turnover respectively, for DPIIT recognized start-ups subject to meeting of quality & technical specifications. Such start-ups may submit DPIIT recognition certificate for claiming exemptions, indicated at clause 24 on Eligibility Criteria.

56 Opening of Technical Bids by NABARD

- 56.1 Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the 'Important Dates'.
- 56.2 On the scheduled date and time, the Technical Proposals will be opened at **04:00 PM on 09 January 2023** in the presence of senior officers of the Institutional Development Department (IDD). Financial Proposal (Commercial Proposal) will be kept closed for opening at a later date.

- 56.3 If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, either physically or virtually, NABARD at its discretion will proceed further with opening of the technical bids in their absence.
- 56.4 The bidder's name, presence, or absence of requisite EMD and such other details as NABARD, at its discretion may consider appropriate will be announced at the time of bid opening.
- 56.5 Bids that are not opened at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

57 Award of Contract

- 57.1 After opening of bid to the time a communication in writing about its qualification or otherwise received from NABARD/State Government, bidder shall NOT contact NABARD/State Government on any matter relating to the bid.
- 57.2 Any effort by the bidder to influence NABARD/State Government in its decisions on bid evaluation, bid comparison may result in the rejection of the bid.
- 57.3 NABARD/State Government reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 57.4 NABARD will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 57.5 The bids received and accepted will be evaluated by NABARD to ascertain the best as per procedure indicated in Bid Evaluation Methodology as appearing in this document. However, NABARD does not bind itself to accept the best or any bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. NABARD reserves the right to re-tender.

58 Corrupt and fraudulent practice

It is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RFP and subsequent contract(s). In this context, the bidders are requested to note the following:

- 58.1 "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.
- 58.2 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of NABARD and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive NABARD of the benefits of free and open competition.

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

59 Use of SLA and Information

- 59.1 The bidder shall not, without State Government's prior written consent, disclose the SLA, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of State Government in connection with, to any person other than a person employed by the bidder 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.
- 59.2 The bidder will treat as confidential all data and information about NABARD/State Government, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of NABARD/State Government.
- 59.3 The successful bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with State Government's prior written consent.

60 Additional Payments

- 60.1 It may be noted that NABARD will not pay any additional amount separately towards travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses or any other fees /charges.
- 60.2 However, the bidder may factor in such expenses within the total project cost to meet the requirement described in the scope of work.

61 Applicable laws

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

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

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

62 Taxes and Duties

- 62.1 The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services.
- 62.2 The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with. The selected vendor may have to execute an indemnity bond in favour of the agency with whom Purchase Order (PO) is signed in this regard.
- 62.3 Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. will be the responsibility of the vendor at his cost.
- 62.4 Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the State Government shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by State Government as per the laws and regulations in force. Nothing in the PO shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on PO by the Vendor in respect of this contract.

63 Performance Bank Guarantee (PBG)

- 63.1 The successful bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by State Government equivalent to 5% of the contract value and shall cover the period of assignment.
- 63.2 In the event of non-performance of obligation or failure to meet terms of this RFP/Agreement, the State Government shall be entitled to invoke the performance guarantee without notice or right of demur to the Service Provider. The guarantee should be from a Scheduled Commercial Bank only.

- 63.3 The Bank Guarantee shall be released after three months of the end of period of assignment, subject to the terms of this document. Accordingly, PBG has to be kept valid till 60 days beyond the end of the period of the assignment. In case Service Provider cannot provide the PBG for entire period at once, it can be renewed year by year.
- 63.4 In case of expiry of PBG prior to project completion, the Service Provider will be required to renew the PBG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by the State Government, the State Government reserves the right to cancel the order and forfeit the EMD.
- 63.5 Notwithstanding anything to the contrary contained in the SLA, the State Government shall be at liberty to invoke the PBG in addition to other remedies available to it under the contract / order or otherwise if the Successful bidder fails to fulfil any of the terms of agreement/ order or commits breach of any terms and conditions of the agreement.
- 63.6 Time shall be the essence of the contract / order; therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the SI, which in the opinion of the State Government should entitle the SI to a reasonable extension of time, such extension may be considered by the State Government at its sole and absolute discretion, however such extension shall not operate to relieve the bidder of any of his/her obligations. The State Government shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the bidder would be required to extend the validity period of the performance guarantee accordingly.

64 Forfeiture of performance security

- 64.1 The State Government shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the vendor's failure to complete its obligations under the contract. This is without prejudice to the State Government's right to proceed against the vendor in the event of the security being not enough to fully cover the loss/damage.

65 Termination of Contract

The State Government reserves the right to cancel the SLA in the event of occurrence of one or more of the following Conditions:

- 65.1 Failure of the successful bidder to accept the SLA.
- 65.2 Delay in services attributable to the vendor from the schedule beyond one month despite State Government informing the Vendor in writing and no improvement is observed.
- 65.3 Serious problems in quality of services and despite NABARD/ State Government informing the Vendor in writing more than once and no improvement is observed.

- 65.4 In addition to the cancellation of purchase contract, State Government reserves the right to appropriate the damages through encashment of Bid Security / EMD / Performance Guarantee given by the vendor.
- 65.5 The Service Provider shall be notified, in writing, about the discrepancies/shortcomings. The Service Provider shall rectify the same within 1 month. Failing to do so, the contract shall be terminated by giving a notice period of 01 month. During the notice period or till the time new Service Provider is finalised by NABARD, shall continue all their functions/operations and shall complete all handing over processes and formalities for the new Service Provider. However, the successful bidder shall not have any right to terminate the Agreement entered into subsequent to this RFP.

66 Payment in case of Termination of assignment

The State Government would keep the any physical service delivered by the SI and payment to the SI shall be released on pro-rata basis after deducting applicable penalty and TDS/other taxes.

67 Penalty for Default in Services

- 67.1 If the service provider has not corrected a Defect within the time specified in the State Government's notice, a penalty for Lack of performance will be paid by the service provider. The amount to be paid will be calculated as 0.25% of each week of delay or part thereof attributable to the bidder, subject to maximum of 5% of the work indicated in SLA towards the digitisation/support, whichever is applicable for such number of PACS for which notice has been given by the State Government or the agency designated by State Government.
- 67.2 Penalty would not be applicable for delay due to reasons attributable to the State Government/NABARD/StCBs/DCCBs/PACS and Force Majeure. However, it is responsibility of the selected bidder to prove that the delay is attributed to the State Government/NABARD/StCBs/DCCBs/PACS or Force Majeure.
- 67.3 The State Government reserves the right to adjust the penalty and Liquidity damages if any, against any amount payable to the bidder or PBG.

68 Penalty and Liquidated Damages for error/variation

- 68.1 Notwithstanding State Government's right to cancel the order, liquidated damages for delay in completion of milestones and associated deliverables at 0.25% of the contract price per week as part thereof of the unperformed services (other than software installation/operationalisation) subject to maximum of 5% of the contract price.
- 68.2 In case of delay beyond a period of 15 days unless otherwise waived by State Government/ State Designated Agency. State Government/State Government Agency at its discretion may consider the delay as a ground for termination of the Agreement.

- 68.3 The State Government/ State Designated Agency reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the State Government to the selected bidder. Any such recovery or liquidated damages shall not in any way relieve the selected bidder from any of its obligations to complete Work or from any other obligations and liabilities under the Contract.
- 68.4 Delays not attributable to selected bidder shall be considered for exclusion for the purpose of computing liquidated damages. The competent Authority to decide in this regard will be State Government/ State Designated Agency.
- 68.5 The concerned State Government reserves the right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the concerned State Government in addition to recovery of liquidated damages (LD) in terms of the contract, in the event of one or more of the following conditions:
- a. Delay in commencement of the project beyond two weeks after the assignment order or beyond the date by the State in the purchase order.
 - b. Serious discrepancies noted in the inspection.
 - c. Breaches in the terms and conditions of the Order;
- 68.6 NABARD/State Government shall without prejudice to its other rights and remedies under and in accordance with the terms of RFP levy liquidated damages from payments due to the Vendor. Inability of the vendor to provide requirements as per scope or to meet the timelines as specified would attract liquidated damages. The concerned states shall be entitled to invoke guarantees furnished by the Bidder to the extent of the liquidated damages applicable.
- 68.7 State Government/ State Designated Agency reserves the right to recover the liquidated damages from any payment to be made under this Contract 'Selection of System Integrators'. The liquidation damages represent a genuine pre-estimate of the loss or damage that concerned state may suffer due to delay of breach in performance of the obligations by the Bidder. It may be further clarified that:
- 68.7.1 The concerned state govt. has the right to enforce liquidated damages by way of set off
 - 68.7.2 Overall liability will be calculated as per applicable laws.
 - 68.7.3 NABARD or the concerned state 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.
 - 68.7.4 If the SI fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the concerned state as compensation and NABARD/ the concerned state can invoke the said Performance Bank Guarantee.

68.7.5 If any amendment is made to the contract, the contracting agency shall, within twenty-one (21) days of communication of such amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

68.7.6 The concerned state shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Agreement or for recovery of liquidated damages. Subject to the above sub-clauses, the concerned state shall release the Performance Security without any interest to the agency on completion of the agency's all contractual obligations.

68.8 Penalty would not be applicable for delay due to reasons attributable to NABARD or the State Govt. and Force Majeure. However, it is responsibility of the selected bidder to prove that the delay is attributed to NABARD or Force Majeure. In such case, the decision of Competent Authority shall be treated as final.

68.9 The concerned state reserves the right to adjust the penalty and Liquidity damages if any, against any amount payable to the Service Provider or PBG.

69 No Employer-Employee Relationship

The selected bidder during the term of the contract and for a period of five years thereafter shall not without the express written consent of NABARD/State Government, directly or indirectly:-

69.1 Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by NABARD/State Government in rendering the services in relation to the contract; or

69.2 Induce any person who shall have been an employee or associate of NABARD/State Government at any time to terminate his / her relationship with NABARD/State Government.

69.3 Staff deployed by the vendor shall never be deemed to be appointed by the State Government nor shall they be governed by NABARD/State Government's service conditions. The vendor should ensure statutory and regulatory compliance towards ESIC, EPFO, minimum wage requirements with regard to such staff as may be applicable from time to time.

70 Right of Publicity

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

71 Force Majeure

- 71.1 If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, 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, 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, then notwithstanding anything here before contained, the party affected shall be excused from its performance 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.
- 71.2 If a Force Majeure situation arises, the vendor shall promptly notify the State Government in writing, in copy to NABARD, of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the State Government in writing, the vendor 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.

72 Information Security

Bidder will provide an undertaking to comply with the provisions of the Information Security Policy of GoI.

73 Taken / Brought over of Company

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

74 Resolution of Disputes

- 78.1 It will be State Government's endeavour to resolve amicably any disputes or differences that may arise between State Government and the vendor from misconstruing the meaning and operation of the tender and the breach that may result.
- 78.2 If any dispute, difference, or question shall at any time arise between the parties regarding the execution of this project or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder on which the decisions of the State Govt. is final and binding, the same shall be referred to arbitration and a final decision after giving at-least 30 days' notice in writing to the other (hereinafter referred to as the Notice for Arbitration) clearly setting out disputes to a sole arbitrator who shall be appointed as hereinafter provided.

- 78.3 For the purpose of appointing the sole arbitrator referred to above, the State Govt. shall send to SI within 30 days of the notice of arbitration a panel of three names of persons who shall be presently unconnected with this organization of the State Govt. or the vendor.
- 78.4 The SI shall on receipt of the names as aforesaid select any of the persons so named to be appointed as the sole arbitrator and communicate the same to the State Govt. within 15 days of receipt of the names. The State Govt. shall thereupon without any delay appoint the said person as the sole arbitrator. If the vendor fails to communicate such selection as provided above within the period specified, the State Govt. shall make the selection and appoint the sole arbitrator from the panel notified to the vendor.
- 78.5 If the State Govt. fails to send to the SI the panel of three names as aforesaid within the period specified, the vendor shall send to the State Govt. a panel of three names of persons who shall be unconnected with either party. The State Govt. shall on receipt of the names as aforesaid select any one of the persons and appoint him as the sole arbitrator. If the State Govt. fails to select the person and appoint him as the sole arbitrator within 30 days of the panel and inform the vendor accordingly, the vendor shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the State Govt.
- 78.6 If the arbitrator so appointed is unable or unwilling to act or refuse his appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.
- 78.7 The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 as in force from time to time. The award of the arbitrator shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the arbitration, the arbitrator shall give a separate award in respect of reference and the award shall be a reasoned award.
- 78.8 The fees, if any, of the arbitrator shall if required to be paid before the award is made and published be paid in equal proportion by each of the parties. The cost of the arbitration including the fees, if any, of the arbitrator shall be directed to be borne and paid by such party or parties the dispute in such manner or proportion as may be directed by the arbitrator in the award.
- 78.9 The State Govt. and the vendor also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.
- 78.10 The SI shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by State Government or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator is obtained.

- 78.11 Arbitration proceedings shall be held at State capital or wherever decided by the State Govt., India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 78.12 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at respective States, India only.
- 78.13 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 78.14 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 78.15 No conflict between vendor and State Govt. will cause cessation of services. Only by mutual consent the services will be withdrawn.

75 Conflict of Interest

- 75.1 NABARD requires the bidders to deliver professional and impartial services and at all times hold NABARD's and State Government's interests paramount
- 75.2 The bidders should strictly avoid conflicts with other assignment or their own corporate interests and act without any consideration for future work
- 75.3 Neither the selected bidder nor any of its personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Project.
- 75.4 A bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- a) have controlling shareholders in common; or
 - b) receive or have received any direct or indirect subsidy from any of them; or
 - c) have the same legal representative for purposes of this bid; or
 - d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid
 - e) of another bidder, or influence the decisions of NABARD or State Government regarding this bidding process; or
 - f) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which it is involved.

- 75.5 NABARD requires that the bidder provides solutions which at all times hold the NABARD's and State Govt.'s interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NABARD/State Government.
- 75.6 Any bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, NABARD/State Government shall execute the bid security declaration signed and agreed by the bidder. In the event of disqualification, if available, as mutually agreed genuine pre-estimated compensation and damages payable to NABARD/ State Government for, inter-alia, the time, cost and effort of NABARD/State Government including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to NABARD/State Government hereunder or otherwise.
- 75.7 Without limiting the generality of the above, a bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if: the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
- (a) where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
 - (b) a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid-up equity shareholding of such intermediary; or
 - (c) a constituent of such Bidder is also a constituent of another Bidder; or
 - (d) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - (e) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

(f) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each-others' information about, or to influence the Application of either or each of the other Bidder; or

(g) there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. The bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

76 IPR Infringement

76.1 As part of this project, if the vendor/service provider infringes upon the intellectual property rights of any third person, vendor/service provider shall be primarily liable to indemnify NABARD/State Government to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Vendor/Service provider under this project.

76.2 Service Provider shall indemnify, protect and save NABARD/State Government against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of the service provider, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by selected bidder as part of the delivery to fulfil the scope of this project.

77 Indemnity

77.1 The vendor/successful bidder shall indemnify NABARD/State Government and shall keep indemnified and hold NABARD/State Govt., its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against NABARD/State Govt. as a result of:

- a) NABARD's authorized / bona fide use of the Deliverables and /or the Services provided by the vendor under this RFP document; and/or
- b) An act or omission of the vendor, employees, agents, sub-contractors in the performance of the obligations of the vendor under this RFP document; and/or
- c) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the vendor, against NABARD/State Govt.; and/or

- d) Breach of any of the term of this RFP document and/or of the agreement to be entered subsequent to this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful bidder under this RFP document and/or of the agreement to be entered subsequent this RFP; and/or
- e) Negligence or gross misconduct attributable to the vendor or its employees or sub-contractors.
- f) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- g) Breach of confidentiality obligations of the vendor contained in this RFP document; and/or
- h) The use of unlicensed and illegal Software and/or allied components by the successful bidder

77.2 The vendor will have to at its own cost and expenses defend or settle any claim against NABARD/State Govt. that the Deliverables and Services delivered or provided under this RFP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark. in the country where the Deliverables and Services are used, sold or received, provided by NABARD:

78 Limitation of liabilities

In no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of vendor, arising at any time shall not exceed the total contract value.

79 Rights to Visit

- 79.1 All records of the vendor with respect to any matters covered by this tender document/ subsequent order shall be made available to NABARD/State Government or its designees at any time during normal business hours, as often as NABARD/State Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- 79.2 NABARD, including its regulatory authorities like Reserve Bank of India etc., and State Govt. reserves the right to verify, through their officials or such other persons as NABARD may authorize, the progress of the project at the site of the vendor or where the services are being rendered by the vendor.

- 79.3 NABARD and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the vendor's premises with prior notice to ensure that data provided by NABARD/ PACS/ DCCB/ StCB/ State Government is not misused. The vendor will have to cooperate with the authorized representative/s of NABARD and will have to provide all information/ documents required by NABARD.
- 79.4 The right to visit under these clauses shall be restricted to files related to this assignment. Visit shall be conducted during normal business hours and on normal working days after informing the vendor in advance.

80 Audit

- 80.1 The vendor/bidder shall allow NABARD/State Govt., its authorized personnel, its auditors (internal and external), authorized 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.
- 80.2 In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.
- 80.3 Audit under this clause shall be restricted to physical files related to the arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the vendor in advance.

81 Miscellaneous

- 81.1 The successful bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures.
- 81.2 The successful bidder would undertake to provide appropriate human as well as other resources (PC/laptop etc.) required, to execute the various tasks assigned as part of the project, from time to time.
- 81.3 NABARD/State Government shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
- 81.4 The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. NABARD may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

- 81.5 The successful bidder shall promptly notify NABARD of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.
- 81.6 The successful bidder shall comply with all the terms and conditions/ stipulations as contained in the RFP and submit a Letter of Conformity (Annexure-XI).
- 81.7 The format for Power of Attorney is given in Annexure- X. The same shall be used by the Service Provider as and when required.
- 81.8 The successful bidder shall submit details of the official nominated by the company as its duly constituted Attorney in Annexure-IV.
- 81.9 A draft copy of tentative Service Level Agreement (SLA) to be executed on award of contract by the bidder by the states is given in Annexure-XXII. The final modified copy of the SLA with modifications, wherever necessary, will be sent to the successful bidder after award of contract and shall be executed between State Government and SI.**
- 81.10 The successful bidder is obliged to give sufficient support to NABARD's staff, work closely with NABARD's or State Govt.'s staff, act within its own authority, and abide by directives issued by NABARD that are consistent with the terms of the order. Selected bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- 81.11 NABARD reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RFP.
- 81.12 The State Government or the agency nominated by the State Government and the <<'System integrator'>> will nominate a senior staff member to be the principal contact regarding operation of all the agreements relating to this RFP.

82 Confidentiality

Information provided under this RFP and subsequent agreement, if any, is confidential and neither party shall at any time, either during the association or at any time thereafter, divulge either directly or indirectly to any person, firm or company, business entity, or other organization whatsoever.

83 Third Party Rights

No provision of the RFP and the agreement that may be entered into is intended to, or shall, confer any rights 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.

84 Representation and Warranties

In order to induce State Government/NABARD, the vendor shall be deemed to have represented and warranted as follows:

- 84.1 That the vendor is a company which meets the requisite eligibility qualifications mentioned in RFP, and it has power and the authority to enter into agreement and provide the services, deliver sought by NABARD/State Government.
- 84.2 That the vendor is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of services, systems.
- 84.3 That the representations made by the vendor in its bid shall be deemed to continue to remain true and the vendor continues to fulfil the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP, unless NABARD/ State Government in writing specifies to the contrary, the vendor shall be bound by all the terms of the bid.
- 84.4 That the vendor has the professional skills, personnel and resources / authorizations that are necessary for providing services as are necessary to perform its obligations under the bid and the agreement.
- 84.5 That the vendor shall ensure that all assets including but not limited to databases, documents, etc. deployed and created during the term of the agreement are duly maintained and suitably updated, upgraded, replaced or substituted with regard to contemporary and statutory requirements.
- 84.6 That the vendor shall procure all the necessary permissions, 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 and State Government, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- 84.7 That all the representations and warranties as have been made by the vendor with respect to its bid and agreement are true and correct, and shall continue to remain true and correct throughout the term thereof.
- 84.8 That the execution of the services herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
- 84.9 That there are no legal proceedings pending or threatened against vendor or its team which adversely affect/may affect performance under this agreement; and no inquiries or investigations have been threatened, commenced or pending against the vendor or its team members by any statutory or regulatory or investigative agencies.
- 84.10 That the vendor has the corporate power to execute, deliver and perform the terms and provisions of the agreement and has taken all necessary corporate actions, consents and approvals to authorize the execution, delivery and performance by it of the agreement.

84.11 That neither the execution and delivery by the vendor of the agreement nor the vendor's compliance with or performance of the terms and provisions of the agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the vendor, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the vendor is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the vendor.

Annexure I: State wise- List of PACS

Sr. No.	Name of State/UT	Total No. of PACS
1	Andaman And Nicobar Islands	46
2	Andhra Pradesh	1999
3	Arunachal Pradesh	34
4	Assam	774
5	Bihar	8463
7	Chhattisgarh	2058
8	Goa	74
9	Gujarat	7795
10	Haryana	730
11	Himachal Pradesh	1853
12	Jammu And Kashmir	589
13	Jharkhand	4398
14	Karnataka	5410
15	Kerala	1577
16	Madhya Pradesh	4523
17	Maharashtra	20956
18	Manipur	177
19	Meghalaya	179
20	Mizoram	93
21	Nagaland	580
22	Odisha	2705
23	Puducherry	53
24	Punjab	3552
25	Rajasthan	6646
26	Sikkim	176
27	Tamil Nadu	4537
28	Telangana	822
29	Tripura	268
30	Uttarakhand	699
31	Uttar Pradesh	6913
32	West Bengal	6521
Total		95200

Disclaimer: The number of PACS may undergo a change depending upon the willingness of the State Government to join the project and proposal/s submitted by the State Government for sanction under the project.

Annexure-II: Business Activities Undertaken by PACS

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

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

61	Coop. Medical Store/ Jana Oushadi Kendra
62	Mini Super Market
63	RO Water plant - Supply through tank/ Cans/ Package drinking water through bottles
64	Book Binding
65	Stationery, Xerox & Lamination
66	Clothes business
67	Pick-up Van(Passenger)/ Pick-up Truck(Goods)
68	Petrol/ Diesel Outlet
69	Gas distribution agency
70	Building on Rent(for storing the Stocks)
71	Building Materials Depot including Roof sheets
72	Cargo Van
73	Chicken Centre
74	Clinical & Diagnosis Laboratory
75	Commercial Complex
76	Computer Centre & DTP
77	Computer Training Institute
78	Timber Depot
79	Marketing of Forest Produce - Broomsticks, Tez pathha
80	Consumer Stores
81	Consumer Durable Goods
82	Custom Hosiery making (per piece basis)
83	Drilling Machine
84	Stamp Vending including E-Stamping
85	Edible Oil vending
86	Electronics Sales
87	Foam Mattresses
88	Furniture Showroom
89	Garments Trading,
90	Grihalekshmi Home Appliance
91	Hardware Store
92	Handloom
93	Chicken & Meat Outlet
94	Fish and Fish products marketing
95	Fruits & Vegetable vending
96	Rice sale business
97	Tiles & Sanitaries
98	Oil Cake
99	Oil Sales
100	Organic Farming & Sales outlet

101	Café/ Restaurant
102	Patanjali Store/ FMCG Store
103	Earth moving equipment on hire basis
104	Generator on rent basis
105	Rice Mill
106	River Lift Irrigation service to farmer members
107	Furniture Shop
108	Saw-Cum-Venner Mill Activities
109	Whole Sale & Retail Sale
III	Other Service Activities
110	Social Security Pension Distribution
111	Bills payment, Electrical And Water Charges
112	e-Governance/ e-Seva: Birth & Death Certificates, Land records, EC, Residence Certificate, Income/ BPL Certificate, Community Certificate, Legal Heir Certificate, Other Revenue Department related Certificates, etc.
113	Truck rental
114	Health Club services
115	Common Service Centre
116	e-Seva
117	Jana Seva Kendra
118	Public Distribution System (PDS)/ Fair Price Shop/ Ration Shop
119	Travel Agent services - Air/Railways/ Bus Ticketing
120	Ambulance Service
121	Auditorium
122	Tourism Project/ Beach Park (under Lease), Cruize ticketing, etc.
123	Welfare & Charity services
124	Pension disbursement to BPL category families & others
125	Funeral related services
126	Tent house, Chairs, Tables & Utensils - cooking, serving, etc.
127	Dialysis And Diagnostic Centre
128	Food catering service
129	Facility of Function Hall
130	Utility services - Electrical, Plumbing & Carpentry
131	Guest House
132	GST Registration
133	Holiday Home
134	Hiring of Solar Lanterns on Rental basis
135	Health Insurance schemes

136	Kalyana Mandapam
137	Lab for ECG, USG, X Ray, CT Scan, MRI, Dialysis, Blood/Sputum/Urine/Stool tests.
138	Net Café & On-line registration, etc.
139	Pawn Brokers
140	NSC/ KVP Agency services
141	Skill Center
142	Rental Income from Renting Out Rooms
143	Rented Mini Hall To Members
144	Public School
145	Rural Convention Centre
146	Anganavadi Food Supplies
147	Steel, Aluminum utensils & other utility items sales
148	SRTO operations
149	TV & Mobile Service Center & Recharge vouchers
150	Western Union Money Transfer
151	Working Women Hostel

Annexure – III: Bid Forwarding Letter

(To be submitted on Bidder’s letter head)

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

Dear Sir,

Request for Proposal (RFP) for Empanelment of System Integrators for Computerisation of PACS

We, the undersigned, offer to submit our bid in response and accordance with your tender Ref. No. NB. HO. IDD/884/Pol-06-PC-7/ 2022-23 dated 23 November 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 90 days from the date of opening of Commercial Bid.

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

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

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

Dated at _____ day of _____ 2022.

Yours sincerely,

Date	Signature of Authorized Signatory:
-------------	---

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

Annexure IV: Letter of Authorisation to Bid

Ref No: _____

Date: --/--/

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

Dear Sir,

Subject: Authorization Letter for submitting bid documents

REF: Your RFP No. NB. HO. IDD/884/Pol-06-PC-7/ 2022-23 dated 23 November 2022

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

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

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

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

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

Annexure-V: Bidder/Prime Bidder's Profile

REF: Your RFP No. NB. HO. IDD/884/Pol-06-PC-7/ 2022-23 dated 23 November 2022

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

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

Annexure VI: Compliance Statement

(To be submitted on Bidder's letter head)

Declaration

Tender No. NB. HO. IDD/884/Pol-06-PC-7/ 2022-23 dated 23 November 2022

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

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

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Date:

Annexure VII: Technical Bid for RFP for Empanelment of System Integrators for Computerisation of PACS

Cover Letter for Technical Bid

To

The Chief General Manager

IDD, NABARD

Head Office, Mumbai

Subject: Submission of the Technical Bid for Selection of System Integrators for PACS Computerisation Project

(REF: Your RFP No. NB. HO. IDD/884/Pol-06-PC-7/ 2022-23 dated 23 November 2022)

We, the undersigned, offer to provide System Integration services to the PACS of _____ State/s on PACS Computerisation Project in response to your Request for Proposal dated <insert date> and our Proposal.

We are hereby submitting our Proposal, which includes Technical bid and the Commercial Bid uploaded on the eProcurement portal (URL <https://eprocure.gov.in>) and/or NABARD official website (URL:<https://www.nabard.org/>) and/or NABARD’s procurement portal (URL:<https://nabard.eproc.in>)

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days from the date of opening of commercial bids as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

Location: _____ Date: _____

Name of the State for which technical bid is being submitted:

The information provided by the organisation in this section will be used to evaluate the vendors and only the shortlisted Service Providers/Vendors will proceed to Financial Bid Evaluation. The vendors are advised to provide all supporting documents indicated below and strictly adhere to all other instructions. The details are given below:

The bidder has to indicate the name of the state in which they are interested in implementing the project. **If the technical bid is being submitted for more than one state, separate bid should be submitted for each state and a consolidated file i.e. a single merged file with the supporting documents shall be uploaded on the portal.**

1. General Information- Bidder

1	Name of the Bidder			
2	Office Address			
3	Correspondence Address of the Bidder			
3	Status of the Company (corporate / firm / govt. institution)			
4	Details of Incorporation of the Company	Date:		
		Ref.		
5	Details of Commencement of Business	Date:		
		Ref.		
8	Permanent Account Number (PAN)			
9	Corporate Identification Number (CIN)			
10	Goods and Service Tax (GST) Registration			
11	Name & Designation of the contact person to whom all references shall be made regarding this tender			
12	Telephone No. (with STD Code)			
13	E-Mail of the contact person:			
14	Mobile No. of the contact person:			
15	Website			
16	Financial Details (as per audited Balance Sheets) (in Cr)			
17	Financial Year	2021-22	2020-21	2019-20
18	Net Worth			
19	Turn Over			
20	Profit After Tax			
21	EBITDA			

22	EMD Deposit Date (DD-MM-YYYY)	
23	EMD Deposit UTR No. (EMD Deposit Receipt to be attached)	

2. Bank Account Details

Vendor's Bank Account Details		Supporting documents to be attached
xix	Name of the Bank (with which Service Provider's/Vendor's Account exists)	
xx	Account Name	Attach a copy of the cancelled cheque
xxi	Service Provider's/Vendor's Bank Account Number	
xxi	IFSC	
xxi	Service Provider's/Vendor's PAN	Attach a copy of the PAN Card

3. General Information

S.No	Particulars	Response	Supporting Documents required to be scanned & uploaded
i	Bidder is Registered under which Act?		A copy of Registration/Incorporation Certificate
ii	Number of Offices in India (including Head Office, State Offices, Field Offices, etc.)		Provide address proof of offices located in India (Max 5)
iii	Audited Balance Sheet and Profit & Loss Account for the last three years		
iv	Annual Turnover of the Bidder in three of the last five financial years(FY 2017-18, 2018-19, 2019-20,2020-21 and 2021-22) : (₹ crore)		A one-page certificate by the Chartered Accountant in the enclosed Proforma (Form A)*, indicating the Annual Turnover for the mentioned years.

v	Whether the Bidder has been currently blacklisted/debarred by any bank, Government , Semi Government Organizations or their agencies/ departments, Institutions in India or abroad as on the date of submission of bid for this RFP? (YES/NO)		Provide details in Annexure-XVI

Note: CA certificate certifying positive EBITDA/PAT/ Turnover/Net worth should be submitted, irrespective of presence of audited financial for the year 2021-22.

4. Technical details

Technical capacity	Details
Provide previous experience details (in not more than 500 words)	
Number of skilled professionals and ground level functionaries capable of understanding training by NLPSV and support computerization and migration and other steps as specified in the RFP. (in not more than 500 words)	
Describe the ability to digitize data, migrate data, install software, provide inputs for customization and ensure coordination with NLPSV (in not more than 500 words)	
Capacity to provide training, operational and maintenance support (in not more than 500 words)	
Describe capacity to provide help, support to PACS with various levels of escalations of problems. (in not more than 500 words)	

5. Past Experience:

S.N	Experience	Supporting documents to be submitted
i.	<p>Deployed/Provided to BFSI sector entity/ies:</p> <p>Experience of bidders in providing IT solutions/ IT support and maintenance services during the last ten years (since 01 Oct 2012).</p>	<p>Work Order + Completion certificates from the client</p> <p>OR</p> <p>Work order + Self certificate of Completion (Certified by the CA involved in the statutory audit);</p> <p>OR</p> <p>Work order + phase completion certificate from the client/ CA involved in the statutory audit (for ongoing projects)</p> <p>Details of past implementation</p> <p>The letter must indicate the Start and End date of implementation, No. of locations included viz., State, District, Village, etc.</p> <p>Contact Details of Single Point of Contact (SPoC) of the client organization should also be furnished.</p>
ii.	<p>Deployed/Provided to non- BFSI sector entity/ies:</p> <p>Experience of bidders in providing IT solutions/ IT support and maintenance services during the last ten years (since 01 Oct 2012).</p>	Same as above
iii.	Experience of the bidder for the project mentioned at point no. (i) to (iii) above in the States where bids have been submitted. (optional)	Proof of work as given above
iv.	PMP or PRINCE 2 certification/RHCE or RHCSA certification or CMMI certification	<p>Certification issued by an accreditation body (listed on International Accreditation Forum website)</p> <p>Copy of the same is to be attached</p>
v.	Approach and methodology	Detailed approach and methodology -1000 words

S.N	Experience	Supporting documents to be submitted
vi.	Total no of manpower on payroll	Self undertaking on the letterhead of the bidder
vii.	Maximum number of resources that will be made available for project implementation for the no. of PACS in the state bid for & per PACS, per item of work given in project timelines.	Self-declaration certificate on the letter head of the company.

6. Work plan and timeline

The bidder shall indicate their plan of work with timelines for the stages of work delineated at clause no 17. of the RFP at any other stages envisaged by bidder as per their technical approach.

7. Presence of a physical support centre in the states for which the bids have been submitted, if any.

8. Executive Summary

As mentioned at Clause no. 23 of the RFP.

Authorized signatory:

Designation:

Phone & E-mail:

Name of the Organization:

Seal

Form A: CHARTERED ACCOUNTANT'S CERTIFICATE

(On letterhead of the Chartered Accountant's Firm)

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

Financial Year	Income/ Turnover (₹ crore)	Net Worth (₹ crore)	EBITDA (₹ crore)	PAT (₹ crore)
2017-18				
2018-19				
2019-20				
2020-21				
2021-22				

Name and Signature (with stamp):

Membership number:

Name of the Firm:

Firm Registration Number (FRN) of the Firm:

Note: The detailed Balance Sheet of the Service Provider/Vendor may be verified at a later stage by NABARD.

Annexure VIII: Commercial Bid for RFP for Empanelment of System Integrators for Computerisation of PACS

Name of the State:

Per PACS Quote-

S.No	Description * (Per PACS basis for a single state)	Amount in Rs. (Exclusive of GST)
i.	One time Cost for software installation/software Operationalisation and data sanitization, validation, digitisation and migration	
ii.	Handholding and Support	
iii.	Total (Final Commercial Bid)	

The per PACS total Commercial Bid is Rupees _____ (Rs.____)

Note:

1. **The bidder shall select the state/s, for which bid is being submitted, on the eproc portal and submit the bid details therein.**
2. No conditions should be stipulated in the commercial bids. Conditional bids shall be rejected.
3. The total amount quoted (S.N. ‘iii’) will be the basis for determining the lowest bidder.
4. Payment shall be on pro-rata basis payable quarterly.
5. Payment under Handholding & Support will be given quarterly basis till the sunset date. Calculation of the quarters will be done from the date of on-boarding of PACS.
6. Payment will be made as per the payment terms mentioned in this RFP.
7. Total cost must be quoted in Indian Rupees and in WORDS AND FIGURES.
8. In case of any discrepancy, amount quoted in words will be considered.
9. Prices quoted by the bidder are exclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST). GST will be paid on actual on production of original invoice.
10. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. While any increase in the rates of applicable taxes or impact of new taxes imposed by the Central or State Governments of India, subsequent to the submission of commercial Bid shall be borne by State Government, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to State Government in its favour. This will remain applicable throughout the Contract Period.
11. The financial by the states shall be based on the above Financial Proposal.
12. No escalation on any account will be payable on the above amounts.

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

Annexure- IX: Declaration of Clean Track Record

(To be submitted on Bidder's company letter head or that of Prime Bidder)

Date:

The Chief General Manager
Institutional Development Department
National Bank for Agriculture and Rural Development (NABARD),
Plot No. C-24, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Declaration Regarding Clean Track Record
System Integration for NABARD

I have carefully gone through the Terms & Conditions contained in the RFP No. _____ dated _____ regarding Empanelment of System Integrators for Centrally sponsored PACS Computerisation project of GoI. We hereby declare that our company/ firm has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations as on date of submission of the bid.

Thanking you,

Yours sincerely,

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

Annexure –X: Power of Attorney

(To be executed on a non-judicial stamp paper of ₹100/-)

BY THIS POWER OF ATTORNEY executed at _____ on _____, 2022, We, _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <**Name**>, <**Employee no.**>, < **Designation**> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘National Bank for Agriculture and Rural Development’ (“NABARD”) relating to Request for proposal RFP No. _____ dated ____, 2022 for ‘**Empanelment of System Integrators for computerisation of PACS**’ and to attend meetings and hold discussions on behalf of the Company with NABARD in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, _____ has caused these presents to be executed by _____ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

WITNESS:

Signature of _____

Attested

Annexure –XII: EMD / Bid Security Form

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER of requisite value)

To: National Bank for Agriculture and Rural Development

WHEREAS (Name of Vendor) (hereinafter called the ‘the Vendor’) has undertaken, in pursuance of Request for Proposal (RFP No. /NABARD/2022-23 dated ____ 2022 for “**Empanelment of System Integrators for Computerisation of PACS.** (Herein after called the ‘the RFP’) to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor’s performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered office at ----- and inter alia a branch office situated at ----- have agreed to give a performance guarantee in lieu of EMD of Rs. ----- (Rupees ----- only) on behalf of the Vendor.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to NABARD without any demur or protest, merely on demand from NABARD, an amount not exceeding ₹ ----- (------ only).by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the NABARD regarding breach of the terms of the RFP shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to NABARD a sum not exceeding `...../- (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of `...../- (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;

- 4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
- 5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- 6. any change in constitution of the vendor;
- 7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of And a claim in writing is required to be presented to us within three months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor’s Bank)

.....

Date.....

Address

.....

.....

Annexure-XIII: Details of EMD/Bid Security

(To be submitted on Bidder's letter head)

Tender No. NB.HO. _____/2022-23 dated _____ 2022.

S.No	State Name	EMD/Bid Security amount
1		
2		

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Date:

Annexure-XIV: Bank Guarantee Form for Performance Security

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

WHEREAS (name and address of the Service Provider/Vendor) (hereinafter called –the Service Provider/Vendor) has undertaken, in pursuance of RFP/contract no..... dated to offer **“Empanelment of System Integrators for Computerisation of PACS”** AND WHEREAS it has been stipulated by you in the said contract that the Service Provider/Vendor shall furnish to State Government with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract; AND WHEREAS we have agreed to give the Service Provider/Vendor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider/Vendor, up to a total of

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

We hereby waive the necessity of your demanding the said debt from the consulting Service Provider/Vendor before presenting us with the demand.

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

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

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

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

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

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

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

.....

Name and designation of the officer

.....

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

Annexure XV: Pre Bid Integrity Pact

On non-judicial stamp paper of ₹200/-

Between

National Bank for Agriculture and Rural Development (NABARD)

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for NABARD for the RFP “_____” on a Turnkey basis. The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABARD is

Shri P K Sangewar, IRSS (Retd.)

H No. 12-5-65/1, Flat No.109

Shri Harsha Sethuram Unique, Vijayapuri Colony, South Lalaguda

Secunderabad - 500017

Telangana

Email: sangewarer@gmail.com

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

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

(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.

(For & On behalf of the Principal)

(For & on behalf of the Bidder/contractor)

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:

Name: _____

Address: _____

Witness 2:

Name: _____

Address: _____

Annexure XVI: Non Blacklisting and Non Debarment Declaration

Dear Sir,

In the case of Company:

We have carefully gone through the above referred RFP and its Terms & Conditions contained. We hereby declare that our company/ firm is not debarred / blacklisted on the date of submission of bid for this RFP by any bank, Government, Semi Government Organizations or their agencies/ departments, Institutions in India or abroad. We further certify that the undersigned is the competent official in our company to make this declaration.

(In case the company/ firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same in the format given below)

S.No.	Country in which the company is debarred/ blacklisted / case is pending	Blacklisted / debarred by bank, Government, Semi Government Organizations or their agencies/ departments, Institutions	Reason	Since when and for how long

Place: Signature of Authroised Signatory: _____

Date: Name of Authroised Signatory: _____

Annexure- XVII Bid Security Declaration

(On Bidder's letter head)

(Date and Reference)

To

The Chief General Manager

NABARD

Head Office, Mumbai

Subject: Bid Security Declaration

We, the undersigned, declare that:

We understand that, accordingly to your conditions, bids must be supported by a Bid-Security Declaration. We accept that we will be automatically suspended from being eligible for bidding in any contract with NABARD for the period of 2 years, if we are in breach of our obligation(s) under the bid conditions, if we:

- (a). Are engaged in any of the prohibited (fraud and corrupt) practice specified in the RFP.
- (b). Withdraw our Bid during the period of bid validity as specified in the RFP document and as extended by the Bidder from time to time.
- (c). Are found to have a conflict of interest.

Signed: [(Signature, name, and designation of the authorized signatory)]

Annexure-XVIII Compliance Sheet for Pre-Qualification/Eligibility Criteria

Sr. No.	Basic Requirements	Documentary evidence to be submitted	Provided (Yes/No)	Reference & Page No.
1	Legal Entity	Certificate of Incorporation		
		GST Registration Certificate		
		Copy of PAN Card		
		Letter from Company Secretary/Authorized Signatory/Statutory Auditor on bidder's letter head for last three years of operation		
2	Turnover	Audit Balance Sheets of last three of five FY viz.2017-18, 2018-19, 2019-20, 2020-21 & 2021-22.		
		Certificate from the statutory auditor		
		CA Certificate exclusively indicating the turnover, profit after tax, EBDITA and Net worth for the last 5 financial years, as on 31 March 2021		
3	Net Worth, EBDITA and PAT	Certificate from the statutory auditor.		
		Copy of Balance Sheet and financial statement indicating these items explicitly.		

		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 NABARD may consider such Bids after duly evaluating the financial strengths vis-à-vis the technical expertise of the company		
		In case the audited financial statements as on 31 March 2022 are not available, the CA certificate certifying positive EBIDTA, Annual turnover and Net worth shall be submitted as per the format given in Annexure-VII		
4	Experience and Technical Capability	Work Order + Completion certificates from the client OR Work order + Self certificate of Completion (Certified by the CA involved in the statutory audit);		
		Work order + phase completion certificate from the client/ CA involved in the statutory audit (for ongoing projects)		
		Details of past implementation		
		Whether the letters indicate the Start and End date of implementation, No. of locations included viz., State, District, Village, type and scope of application/software implementation or work done etc.		
		Whether contact Details of Single Point of Contact (SPoC) has been furnished.		
5	Non-Blacklisting and Non-Debarment	Bidder should submit a declaration to the effect as per the format provided in Annexure-XVI of the RFP.		
		Clean Track Record Declaration as per the format provided in Annexure-IX of the RFP.		

6	Manpower	Self-certification by the authorized signatory with number of staff with technical expertise.		
		Whether no. of specialists with their respective specialization is indicated on the above.		
		Strategy for upscaling team size and experience of scaling up in similar projects in the past		

Authorized signatory:

Designation:

Phone & E-mail:

Name of the Organization:

Seal

Annexure –XIX: Non-Disclosure Agreement

This Non-Disclosure Agreement made and entered into at this..... day of 2022 BY AND BETWEEN Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (Hereinafter referred to as the Service provider 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 Service provider and State Government are hereinafter collectively referred to as “the Parties” and individually as “the Party”

WHEREAS:

1. NABARD is engaged in developmental financial activities and has floated a **Request for Proposal for Selection of System Integrators** the scope and deliverables of which is specified in Section 18 & 20 of this RFP. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the service provider some Confidential Information (as hereinafter defined), to enable the service provider to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The Service Provider is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.
3. The Service Provider is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.
5. Receiving Party means who receives the confidential information.
6. Disclosing Party means who discloses the confidential information.

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

1. Confidential Information

(i)“Confidential Information” means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the 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 data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";

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

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

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

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

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

Confidential Information does not include information which:

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

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

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

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

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

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

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

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

In the event Service provider is legally compelled to disclose any Confidential Information, Service provider shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. Service provider shall not 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 Service provider will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure

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

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

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

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

3. Publications

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

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Service provider 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 Service provider further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

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

5. Title and Proprietary Rights

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

6. Return of Confidential Information

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

7. Remedies

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

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

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

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

a. Suspension of access privileges

b. Change of personnel assigned to the job

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

d. Termination of contract

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

8. Entire Agreement, Amendment, Assignment

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

9. Miscellaneous

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

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

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

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

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

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

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

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

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

10. Suggestions and Feedback

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

11. Governing Law

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

12. General

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

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

BUYER
Name of the Officer
Designation
NABARD

BIDDER
Chief Executive Officer
Organisation

Witness
1. _____
2. _____

Witness
1. _____
2. _____

Annexure-XX: Indemnity Bond

(On Rs.100/- Stamp Paper)

KNOW all men by these presents that I, Shri.....of M/s

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

THIS DEED WITNESSETH AS FOLLOWS:-

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

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

IN WITNESS WHEREOF THE M/shas set his/their hands on thisday of 2022.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

- (1)
(2).....

Annexure- XXI Check List**Tender No. NB. HO. IDD/884/Pol-06-PC-7/ 2022-23 dated 23 November 2022****Documents to be submitted by the bidder at the time of bid Submission**

S.No	Specific Requirements	Documents required	Submitted (Yes/No)	Reference & Page number
1	Bid Forwarding Letter	As per Annexure-III		
2	Letter of Authroisation	As per Annexure-IV		
3	Bidder/Prime Bidder's Profile	As per Annexure-V		
4	Compliance Statement	As per Annexure-VI		
5	Technical Bid with covering letter	As per Annexure-VII		
6	Commercial Bid	As per Annexure-VIII		
7	Declaration of Clean Track Record	As per Annexure-IX		
8	Power of Attorney	As per Annexure-X		
9	Letter of Conformity	As per Annexure-XI		
10	EMD/Bid Security Form	As per Annexure-XII		
11	Details of EMD/Bid Security	As per Annexure- XIII		
12	Bank Guarantee Form for Performance Security (if applicable)	As per Annexure-XIV		
13	Pre Bid Integrity Pact	As per Annexure- XV		
14	Non Balcklisting and Non Debarment Declaration	As per Annexure- XVI		
15	Bid Security Declaration	As per Annexure-XVII		

16	Compliance Sheet for Pre Bid Qualification/Eligibility Criteria Sheet	As per Annexure-XVIII		
----	---	-----------------------	--	--

Authorized signatory:
Designation:
Phone & E-mail:
Name of the Organization:
Seal

Annexure XXII: Tentative Service Level Agreement

THIS AGREEMENT is made on this the <<'Day'>> day of <<'Month'>> 20----- at <<'Location'>>, India.

BETWEEN

----- having its office at -----
----- India hereinafter referred to as '<<'State Government'>>' or '**Buyer**', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<<'Implementing Agency Full Name'>>, a Company incorporated under the *Companies Act, 1956*, having its registered office at <<'Location'>> (hereinafter referred to as '**the <<'System integrator'/'SI'>>**' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHEREAS:

<<'State Designated Agency or <<'State'>>' is desirous to implement the project of PACS Computerisation in _____no. of PACS

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 and Interpretation

1.1 Definitions

Terms and expressions used in this Agreement (including the Introduction shall have the meanings set out in Schedule-I of the SLA.

1.2 Interpretation

In this Agreement, unless otherwise specified:

- (a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;
- (b) use of any gender includes the other genders;
- (c) references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (f) any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (g) references to a '**business day**' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <<'State'>> are generally open for business;
- (h) references to times are to Indian Standard Time;
- (i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and

below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- (c) as between any value written in numerals and that in words, the value in words shall prevail.

2 Structure

This SLA shall operate as a legally binding services agreement specifying terms which apply to the Parties in relation to the provision of the Services by the <<'System integrator'>> to the Buyer and its nominated agencies under this Agreement and the MSA.

3 Objectives of this SLA

The <<System Integrator>> shall be required to ensure that Service Levels as mentioned in Schedule II are met in order to ensure the following:

- (a) To bring in efficiency, accountability, transparency at PACS and improve profitability.
- (b) To bring in accuracy and uniformity in the conduct of business, accounting with entries originating at the transaction level and reporting thereof through standardization of processes, implementation of Common Accounting System (CAS), Generation of consolidated Financial Statements, Management Information System (MIS), Generation of reports at National Level, State level and as per the requirement of other stakeholders such as NABARD, GoI/NABARD/ State Govts., etc. and Geographic Information System (GIS)/ Geo-tagging of PACS infrastructure and compliance to stipulations.
- (c) To transform PACS into multi service entities offering to members in particular and the rural population in general, an array of services covering agriculture and allied activities; financial and non-financial products.
- (d) To seamlessly connect PACS with the higher-tier institutions and Government departments in the domains of agriculture, banking and rural development for dissemination of knowledge to grassroots.
- (e) To seamlessly onboard PACS onto National Level PACS Software (NLPS)
- (f) To leverage on the unique strength of PACS captive member base to design and offer personalized products and services and thereby improve the socio-economic landscape of rural India.
- (g) To ensure accurate delivery of funds and subsidies through DBT to the targeted beneficiary groups.
- (h) To enable PACS to integrate onto various GoI's platforms which are operational or which may become operational in future such as 'JanSamarth, e-NAM, etc.
- (i) To enable PACS to provide doorstep banking services to facilitate easier access to banking services.
- (j) To enable PACS to utilize digital acceptance infrastructure like Point of Sale (POS)/mobilePOS (mPOS)/ QR Code Readers/Green Pin solution /BHIM

AADHAR pay device etc. in the establishments run by PACS like fertilizer shops, Seed Processing units etc., to facilitate cashless/digital transactions.

- (k) To expand financial services to unbanked villages / areas, improve the overall performance and efficiency of PACS and Short Term Cooperative Credit Structure, increase rural employment opportunities and reduce migration to urban areas.
- (l) To enable PACS to efficiently integrate into agri value chain through e-commerce platforms.
- (m) Improving the efficiency of implementation of PACS Computerisation Project.
- (n) To install software, implement digitization and migration of PACS data.
- (o) Provide handholding and support services to PACS.
- (p) To facilitate NLPSV with the testing of the software
- (q) To document the implementation process of SI at every PACS

To meet the aforementioned objectives the <<'System integrator'>> will provide the Service Levels in accordance with the performance metrics as set out in detail in this Agreement. Further this Agreement shall govern the provision of the contracted professional services of the <<'System integrator'>> to the <<'State Designated Agency'>> and its nominated agencies after the Effective Date.

4 Scope of SLA

The detailed Service Levels have been set out in Schedule II to this Agreement.

This Agreement shall ensure the following:

- (a) Establishment of mutual responsibilities and accountability of the Parties; Definition each Party's expectations in terms of services provided; Establishment of the relevant performance measurement criteria; Definition of the availability expectations;
- (b) Definition of the escalation process;
- (c) Establishment of trouble reporting single point of contact; and Establishment of the framework for SLA change management
- (d) Establishment of the various Services to be provided by the SI and the Service Levels of each of these services

The following parties are obligated to follow the procedures as specified by this Agreement:

- I. Buyer
- II. <<'System integrator'>>

5 Agreement Owners

The following personnel shall be notified to discuss the Agreement and take into consideration any proposed SLA change requests.

Name	Title	Telephone	Email
Buyer	Authorised Representative, <<'State Designated Agency'>>	Telephone << SDA>>	Email << SDA>>
<<'System integrator'>>	Authorised Representative, <<'System integrator'>>	Telephone << SI>>	Email << SI>>

6 Contact List

In the event that there is any change in the listed contacts, the same shall be communicated and updated prior to such change occurring. The Single Point of Contact ("**POC**") for the <<'System integrator'>> shall be <<'POC Name'>> and will be available 24X7.

The following personnel will be the POCs from both the parties:

Name	Title	Location	telephone
Buyer	Authorised Representative, <<'State Designated Agency'>>	Location << SDA>>	Telephone << SDA>>
<<'System integrator'>>	Authorised Representative, <<'System integrator'>>	Location << SI>>	Telephone << SI>>

7 Principal Contacts

The Buyer and the <<'System integrator'>> will nominate a senior staff member to be the principal contact regarding operation of this Agreement. At the date of signing of this Agreement, the nominated principal contacts are:

Buyer principal contact: _____

<<'System integrator'>> principal contact: _____

8 Conditions Precedent & Effective Date

(a) Provisions to take effect upon fulfillment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However,

<<'State Designated Agency'>> may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the <<'System integrator'>>.

(b) Conditions Precedent of the <<'System integrator'>>

The <<'System integrator'>> shall be required to fulfill the Conditions Precedent in which is as follows:

- I. to provide a Performance Security/Guarantee and other guarantees/ payments as and when required to the <<'State Designated Agency'>> or its nominated agencies; and
- II. to provide the <<'State Designated Agency'>> or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the <<'System integrator'>>.

(c) Conditions Precedent of the <<'State Designated Agency'>>

The <<'State Designated Agency'>> shall be required to fulfill the Conditions Precedent in which is as follows:

- I. handing over of site
- II. Necessary clearances

9 Obligations under the SLA

i. In relation to any future SLA entered into between the Parties; each of the Parties shall observe and perform the obligations set out herein.

ii. Change of Control

(a) In the event of a change of control of the <<'System integrator'>> during the Term, the <<'System integrator'>> shall promptly notify <<'State Government'>> and/or its nominated agencies of the same in the format set out as Annexure ___ of this Agreement.

- (b) In the event that the net worth of the surviving entity is less than that of <<'System integrator'>> prior to the change of control, the <<'State Designated Agency'>> or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the <<'System integrator'>> from a guarantor acceptable to the <<'State Government'>> or its nominated agencies (which shall not be <<'System integrator'>> or any of its associated entities).
- (c) If such a guarantee is not furnished within 30 days of the <<'State Designated Agency'>> or its nominated agencies requiring the replacement, the <<'State Government'>> may exercise its right to terminate the SLA and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- (d) Pursuant to termination, the effects of termination as set out in Clause 35 of this Agreement shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the <<'System integrator'>> shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

iii. **Obligation of the Parties**

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties except the financial obligations of <<'State Designated Agency'>> or its nominated agencies under this Agreement shall commence from the fulfillment of the Conditions Precedent as set forth above.

iv. **Extension of time for fulfillment of Conditions Precedent**

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.

For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the <<'System integrator'>> linked to the delay in fulfilling the Conditions Precedent.

v. **Non-fulfillment of the <<'System integrator'>>'s Conditions Precedent**

- I. In the event that any of the Conditions Precedent of the <<'System integrator'>> have not been fulfilled within 15 days of signing of this Agreement and the same have not been waived fully or partially by <<'State Designated Agency'>> or its nominated agencies, this Agreement shall cease to exist;
- II. In the event that the Agreement fails to come into effect on account of non fulfillment of the <<'System integrator'>>'s Conditions Precedent, the <<'State Designated Agency'>> or its nominated agencies shall not be liable in any manner whatsoever to the <<'System integrator'>> and the <<'State Designated Agency'>> shall forthwith forfeit the Performance Guarantee.
- III. In the event that possession of any of the <<'State Designated Agency'>> or its nominated agencies facilities has been delivered to the <<'System integrator'>> prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to <<'State Designated Agency'>> or its nominated agencies, free and clear from any encumbrances or claims.

10 Commencement and Duration of this Agreement

Agreement shall commence on the date on which it is executed by the Buyer and the System integrator (hereinafter the "**Effective Date**") and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this

The agreement expires or terminates on the sunset date of the project.

Exclusions to the Agreement

This Agreement shall not govern the following services:

- I. Consulting services; and
- II. System integrator's business processes not related to the Project.

11 Terms of Payment and Penalties

- I. In considerations of the services and subject to the provisions of this Agreement, the Buyer shall pay the amounts in accordance with the Terms of Payment as mentioned in Schedule V.
- II. For the avoidance of doubt, it is expressly clarified that the Buyer and/or its nominated agencies may also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the Schedule V as a result of the failure of the System integrator to meet the Service Levels set out as Schedule II of this Agreement, such sum being determined in accordance with the terms of the set out as Schedule II of this Agreement.

12 Updating of this Agreement

- I. The Parties anticipate that this Agreement shall need to be re-evaluated and modified to account for changes in work environment and technology from time to time. Hence they hereby agree to revise the terms of the Agreement on an annual basis.
- II. The Parties hereby agree upon the following procedure for revising this Agreement:
 - A. Any and all changes to this Agreement will be initiated in writing between the Buyer and the System integrator, The service levels in this Agreement shall be considered to be standard for the Buyer and shall only be modified if both Parties agree to an appended set of terms and conditions;
 - B. Only the Buyer or the System integrator may initiate a revision to this Agreement;
 - C. A notice of the proposed revision ("**SLA Change Request**") shall be

served to the Buyer or the System integrator as the case may be;

- D. The SLA Change request would be deemed to be denied in case it is not approved within a period of 15 days;
- E. In the event that Buyer/System integrator approves of the suggested change the change shall be communicated to all the Parties and the SLA Change request would be appended to the Agreement;
- F. The Buyer shall update and republish the text of Agreement annually to include all the SLA Change Requests that have been appended to the Agreement during the course of the year. Such republished Agreement shall be circulated to all the Parties within 7 days of such change taking place.

13 Representations and Warranties

A. Representations and warranties of the <<<<System integrator>>>>

The <<<<System integrator>>>> represents and warrants to the <<'State Designated Agency'>> or its nominated agencies that:

- (a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- (b) it is a competent provider of a variety of information technology and business process management services;
- (c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (e) in providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to <<'State Designated Agency'>>'s normal business operations
- (f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- (g) the information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and

accurate in all material respects as at the date of this Agreement;

- (h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- (l) no representation or warranty by it contained herein or in any other document furnished by it to <<'State Designated Agency'>> or its nominated agencies in relation to the Required Consents 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; and
- (m) 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 employee of <<'State Designated Agency'>> or its nominated agencies in connection therewith.

B. Representations and warranties of the <<'State Designated Agency'>> or its nominated agencies

<<'State Designated Agency'>> or its nominated agencies represent and warrant to the <<'System integrator'>> that:

1. it has full power and authority to execute, deliver and perform its obligations

under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

2. it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
3. it has the financial standing and capacity to perform its obligations under the Agreement;
4. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
5. this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
6. the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
7. there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
8. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the <<'State Designated Agency'>> or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
9. it has complied with Applicable Laws in all material respects;
10. all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
11. upon the <<'System integrator'>> performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the <<'System integrator'>>, in accordance with this Agreement.

14 Obligations of The <<SDA>> or its Nominated Agencies

Without prejudice to any other undertakings or obligations of the <<'State Designated Agency'(SDA)>> or its nominated agencies under this Agreement, the <<'State Designated Agency'>> or its nominated agencies shall perform the following:

- (a) To provide any support during the Term;
- (b) To provide any support during customization of the software, digitisation, migration, rollout, steady project operation, as well as, for any changes/enhancements whenever required by State Government/NABARD/Central Government/National Level PACS Software Vendor/DCCB/StCB/other stakeholders due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- (c) <<'State Designated Agency'>> shall facilitate PACS with data (including in electronic form wherever available) to be migrated.
- (d) To authorize the <<'System integrator'>> to interact for implementation of the Project with external entities such as the state treasury, authorized banks, trademark database etc.

15 Use of assets by the <<'System integrator'>>

During the Term the <<'System integrator'>> shall:

- (a) take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the <<'System integrator'>> exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the "**Assets**") in proportion to their use and control of such Assets; and
- (b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the <<'System integrator'>> takes control of and/or first uses the Assets and during the entire Term of the Agreement.
- (c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the <<'System integrator'>> will be followed by the <<'System integrator'>> and any person who will be responsible for the use of the Assets;
- (d) take such steps as may be properly recommended by the manufacturer of the Assets and notified to the <<'System integrator'>> or as may, in the reasonable opinion of the System integrator, be necessary to use the Assets in a safe manner;
- (e) ensure that the Assets that are under the control of the <<'System integrator'>>, are kept suitably housed and in conformity with Applicable Law;
- (f) procure permission from the <<'State Designated Agency'>> or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;

- (g) not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.

16 Access to the <<SDA>> or its Nominated Agencies Locations

- (a) For so long as the <<'System integrator'>> provides services to the <<'State Designated Agency'>> or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, the <<'State Designated Agency'>> as the case may be or its nominated agencies shall, subject to compliance by the <<'System integrator'>> with any safety and security guidelines which may be provided by the <<'State Designated Agency'>> as the case may be or its nominated agencies and notified to the <<'System integrator'>> in writing, provide the <<'System integrator'>> with:
 - (b) reasonable access, in the same manner granted to the <<'State Designated Agency'>> or its nominated agencies employees, to the <<'State Designated Agency'>> as the case may be location twenty-four hours a day, seven days a week;
 - (c) reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other the <<'State Designated Agency'>> as the case may be location, if any, as may be reasonably necessary for the <<'System integrator'>> to perform its obligations hereunder and under the SLA.
 - (d) Access to locations, office equipments and services shall be made available to the <<'System integrator'>> on an "as is, where is" basis by the <<'State Designated Agency'>> as the case may be or its nominated agencies. The <<'System integrator'>> agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in RFP for the following purposes:
 - i. for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
 - ii. in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

17 Document History

All revisions made to this Agreement shall be listed in chronological order as per the format set out below and a copy of the same shall be provided to the Parties:

Version	Date	Description of Changes

18 Scope of Work

- (a) The <<'System integrator'>> shall ensure that Services are available at various locations as per the requirements of the project;

- (b) The <<'System integrator'>> guarantees that they shall achieve the Service Levels for the Project;
- (c) The <<'System integrator'>> shall be liable to penalties in case of failure to comply with the Service Levels. However any delay of factor not attributable to the <<'System integrator'>> shall not be taken into account while computing adherence to the Service Levels.
- (d) The <<'System integrator'>> shall perform functions as elucidated in Schedule-III.

19 Training Services

This shall be read with Training clause of Schedule-III

- (a) SI, if required, shall depute its master trainers to obtain software training from NLPSV and offer further training to PACS and other ground level functionairs (if identified) on the software/hardware covering features, facilities, operations, implementation, trouble shooting, system administration, audit, MIS including report generation, and other training topics on which training shall be received by NLPSV.
- (b) SI 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.
- (c) SI to provide manuals for reference in handling of operation and running the software/hardware etc.

20 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 <<State Designated Agency>>. Contents of this document may be amended as and when required, provided mutual agreement is obtained and communicated to all affected parties.

21 Exclusions

Support by <<System Integrator>> 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 <<State Designated Agency>>

- (b) The correction of any error, malfunction or fault in the Scope due to any accident or disaster at PACS affecting the system.

22 Confidentiality

- (a) All data captured and reported by Service Provider to the <<State Designated Agency>> 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 <<State Designated Agency>>. Likewise, any information provided by <<State Designated Agency>> 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 <<State Designated Agency>>) should be returned back to <<State Designated Agency>> . 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 <<State Designated Agency>> . The Provision of Confidential Information shall survive termination or expiration on this agreement.
- (b) The service provider will be exposed by virtue of the contracted activities of internal business information of <<State Designated Agency>>, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, or legal action against the vendors for breach of trust.
- (c) In case the selected bidder acts in extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this agreement and subsequent purchase order.
- (d) The selected bidder shall not, without the written consent of <<State Designated Agency>>, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of <<State Designated Agency>> in connection therewith, to any person(s).
- (e) The bidder shall not, without the prior written consent of the <<State Designated Agency>>, make use of any document or information except for purposes of performing this agreement
- (f) Service Provider shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of <<State Designated Agency>> s information and data in its possession and to prevent unauthorized access thereto or use thereof.
- (g) The selected bidder shall submit a non-disclosure agreement.

23 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.

24 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 <<State Designated Agency>> determines it is commercially or technically infeasible to cure the Force Majeure and so notifies the Service Provider, then NABARD may terminate this Agreement effective immediately upon delivery of notice of termination to the Service Provider.

25 Liquidated Damages

- (a) <<State Designated Agency>> 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 II, if the SI fails to deliver any Support Services or meet any Service Levels under this Agreement, <<State Designated Agency>> shall be entitled to liquidated damages of a sum equivalent to 0.25% percent of the contract price per week or part thereof of the unperformed services subject to maximum of 5% of the contract price. In case of delay beyond a period of 15 days unless otherwise waived by <<State Designated Agency>>, <<State Designated Agency>> at its discretion may consider the delay as a ground for termination of the Agreement. The penalty towards delay in installation of the software shall be 0.50% of the contract price per week subject to maximum of 5% of the contract price.**

- (c) <<State Designated Agency>> 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 <<State Designated Agency>> in the event of breach by the Service Provider of the terms hereof.
- (d) <<State Designated Agency>> 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 <<State Designated Agency>> 's right to claim such amount against the Service Provider's bank guarantee under the 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.

26 Performance Review

The POC's of both the Buyer and the <<'System integrator'>> shall meet on a quarterly basis to discuss priorities, service levels and system performance. Additional meetings may be held at the request of either the <<'System integrator'>> or the Buyer. The agenda for these meetings shall be as follows:

- (a) Service performance;
- (b) Review of specific problems/exceptions and priorities; and
- (c) Review of the operation of this Agreement and determine corrective action to overcome deficiencies.

27 Management Phase

(a) Governance

The review and management process of this Agreement shall be carried out in accordance with the project timeline as given in Schedule-IV of this Agreement and shall cover all the management aspects of the Project.

(b) Use of Services

- I. The <<'State Designated Agency'>> or <<The State Government >> will undertake and use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA or this Agreement or any agreement that may be entered into between the Parties from time to time;
- II. The <<'State Designated Agency'>> or <<The State Government >> as the case may be or its nominated agencies shall be responsible for the operation and use of the Deliverables resulting from the Services.

28 Security And Safety

The <<'System integrator'>> shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act of GoI including the regulations issued by State Government (wherever applicable), IT Security Manual of the State Government and follow the industry standards related to safety and security in so far as it applies to the provision of the Services.

- (a) Each Party to the SLA/Agreement shall also comply with <<'State Designated Agency'>>, and Government of <<'State'>> security standards and policies in force from time to time at each location of which <<'State Designated Agency'>> or its nominated agencies make the <<'System integrator'>> aware in writing insofar as the same apply to the provision of the Services.
- (b) The Parties to the SLA/Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the <<'State Designated Agency'>> or <<The State Government >> as the case may be or any of their nominees data, facilities

or Confidential Information.

- (c) The <<'System integrator'>> or <<The State Government >> shall upon reasonable request by the <<'State Designated Agency'>> as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- (d) As per the provisions of the SLA or this Agreement, the <<'System integrator'>> or <<The State Government >> shall promptly report in writing to the <<'State Designated Agency'>> or or <<The State Government >>, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of <<'State Designated Agency'>> or or <<The State Government >> as the case may be.

29 Cooperation

Except as otherwise provided elsewhere in this SLA, each Party ("**Providing Party**") to this SLA undertakes promptly to provide the other Party ("**Receiving Party**") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

- (a) does not require material expenditure by the Providing Party to provide the same;
- (b) is reasonably required by the Receiving Party in order for it to comply with its obligations under this SLA;
- (c) cannot be construed to be Confidential Information; and
- (d) is capable of being provided by the Providing Party.

Further, each Party agrees to co-operate with the contractors and subcontractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

30 Financial Matters

(a) Terms of Payment and Service Credits and Debits

- a. In consideration of the Services and subject to the provisions of this SLA, the <<'State Government' >> shall pay the <<'System integrator'>> for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule set out as Schedule V of this Agreement.
- b. All payments are subject to the application of service credits and debits as may be provided for in the SLA. For the avoidance of doubt, it is expressly clarified that the <<'State Government' >> will pay the service credits as stated in accordance with the Schedule V of this Agreement and the <<'State Government' >> may also calculate a financial sum and debit the same against the terms of payment as set out in Schedule V of this Agreement as a result of the failure of the <<'System integrator'>> to meet the Service Level as defined in SLA. The <<'State Designated Agency'>> (on request from successful bidders) can look at having a separate mechanism for settling penalties/service credits rather than the set off against the invoice as this could revenue recognition issues. However, the successful bidder has to ensure that such settlement happens within a stipulated timeframe.

- c. Save and except as otherwise provided for herein or as agreed between the Parties in writing, the <<'State Designated Agency'>> shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the <<'System integrator'>> performance of any obligations under this Agreement or the SLA) other than those covered in Schedule V of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.

(b) **Invoicing and Settlement**

- I. Subject to the specific terms of the SLA, the <<'System integrator'>> shall submit invoices in accordance with the following principles:
 - 1. The <<'State Government'>> shall be invoiced by the <<'System integrator'>> for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the <<'System integrator'>> shall raise an invoice as per Schedule V of this Agreement; and
 - 2. Any invoice presented in accordance with this Article shall be in a form agreed with the <<'State Government'>>
- II. The <<'System integrator'>> alone shall invoice all payments after receiving due approval from the competent authority. Such invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in Schedule V of this Agreement. The <<'System integrator'>> shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the change relating to such Service is (i) authorized or (ii) incurred, whichever is later.
- III. Payment shall be made within 30 working days of the receipt of invoice along with supporting documents by the <<'State Designated Agency'>> subject to penalties. The penalties are imposed on the vendor as per the SLA criteria

specified in the SLA. In the event of delay in payment of undisputed amount beyond 30 working days, <<'System integrator'>> shall be entitled to a late payment interest <@12 %> p.a. from the date of submission of invoice.

- IV. The <<'State Government'>> shall be entitled to delay or withhold payment of any invoice or part of it delivered by the <<'System integrator'>> under _____ of this Agreement where the <<'State Designated Agency'>> disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the escalation matrix/mechanism as set out in _____ of this Agreement. Any exercise by the <<'State Government'>> under this Clause shall not entitle the <<'System integrator'>> to delay or withhold provision of the Services.
- V. The <<'State Government'>> shall be entitled to delay or withhold part of the payment of any invoice which is under a dispute. The withheld amount shall be limited to that which is the disputed amount. The disputed amount shall be referred to the escalation mechanism as set out in _____ of this Agreement. Any exercise by the <<'State Government'>> under this Clause shall not entitle the <<'System integrator'>> to delay or withhold provision of the Services.
- VI. **The <<'State Government'>> shall be solely responsible to make payment to its sub-contractors.**

31 Tax

- (a) The <<'State Government'>> or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the <<'System integrator'>> wherever applicable. The <<'System integrator'>> shall pay for all other taxes in connection with this Agreement, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.
- (b) The <<'State Government'>> or its nominated agencies shall provide <<'System integrator'>> with the original tax receipt of any withholding taxes paid by <<'State Government'>> or <<'State Designated Agency'>> on payments under this Agreement. The <<'System integrator'>> agrees to reimburse and hold the <<'State Government'>> or <<'State Designated Agency'>> harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the <<'State Government'>> or <<'State Designated Agency'>>, the <<'System integrator'>>

and third party subcontractors.

- (c) If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the <<'State Government'>> for providing the services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the SI in performing the Services, then the remuneration and reimbursable expense otherwise payable to the <<'State Government'>> under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in **Annexure-D**. However, in case of any new or fresh tax or levy imposed after submission of the proposal the <<'System integrator'>> shall be entitled to reimbursement on submission of proof of payment of such tax or levy.
- (d) The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:
- i) any resale certificates;
 1. any relevant information regarding out-of-state or use of materials, equipment or services; and
 2. any direct pay permits, exemption certificates or information reasonably requested by the other Party.

32 Termination

(a) **Material Breach**

- I. In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the <<'State Government'>> or <<'System integrator'>>, as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
- i. If the <<'System integrator'>> is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then the <<'State Designated Agency'>> may serve a 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the <<'State Government'>> will have the option to terminate this Agreement. Further, the <<'State Designated Agency'>> may after affording a reasonable opportunity to the <<'System integrator'>> to explain the circumstances leading to such a breach.

- ii. If there is a Material Breach by the <<'State Designated Agency'>> or its nominated agencies which results in not providing support for effecting data migration or not providing the certification of User Acceptance, and / or failing to make payment of undisputed amount within 30 from date of submission of invoice, then the <<'System integrator'>> will give a one month's notice for curing the Material Breach to the <<'State Government'>> After the expiry of such notice period, the <<'System integrator'>> will have the option to terminate the Agreement
- II. The <<'State Government'>> may by giving a one month's written notice, terminate this Agreement if a change of control of the <<'System integrator'>> has taken place. For the purposes of this Clause, in the case of <<'System integrator'>>, change of control shall mean the events stated in **Clause** ____, and such notice shall become effective at the end of the notice period as set out in **Clause** _____.
 - III. In the event that <<'System integrator'>> undergoes such a change of control, <<'State Designated Agency'>> may, as an alternative to termination, require a full Performance Guarantee for the obligations of <<'System integrator'>> by a guarantor acceptable to <<'State Designated Agency'>> or its nominated agencies. If such a guarantee is not furnished within 30 days of <<'State Designated Agency'>>'s demand, the <<'State Designated Agency'>> may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the <<'System integrator'>>.
 - IV. The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.
- (b) **Effects of termination**
- I. In the event that <<'State Designated Agency'>> terminates this Agreement pursuant to failure on the part of the <<'System integrator'>> to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by <<'System integrator'>> may be forfeited.
 - II. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule VI of this Agreement.
 - III. In the event that <<'State Designated Agency'>> or the <<'System integrator'>> terminates this Agreement, the compensation will be decided in accordance with the Terms of Payment Schedule set out **as per Commercial Bid**.
 - IV. <<'State Designated Agency'>> agrees to pay <<'System integrator'>> for i) all charges for Services <<'System integrator'>> provides and any Deliverables and/or system (or part thereof) <<'System integrator'>> delivers through

termination, and ii) reimbursable expenses <<'System integrator'>> incurs through termination. If <<'State Governement'>> terminates without cause, <<'State Designated Agency'>> also agrees to pay any applicable adjustment expenses <<'System integrator'>> incurs as a result of such termination (which <<'System integrator'>> will take reasonable steps to mitigate).

(c) **Termination of this Agreement due to bankruptcy of <<'System integrator'>>**

The <<'State Designated Agency'>> may serve written notice on <<'System integrator'>> at any time to terminate this Agreement with immediate effect in the event that the <<'System integrator'>> reporting an apprehension of bankruptcy to the <<'State Governement'>>.

33 Indemnification & Limitation of Liability

a. **Subject to Clause ____** below, <<'System integrator'>> (the "Indemnifying Party") undertakes to indemnify <<'State Designated Agency'>> (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non- performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by

(a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a noninfringing equivalent,

(iii) modify it to make it noninfringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

b. The indemnities set out in **Clause 35.a** shall be subject to the following conditions:

- i. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- ii. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- iii. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- iv. all settlements of claims subject to indemnification under this Clause will:
 1. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 2. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- v. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- vi. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- vii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity

- in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- viii. if a Party makes a claim under the indemnity set out under Clause 15.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- c. The liability of <<'System integrator'>> (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the amount specified in the contract. The liability cap given under this Clause 35 shall not be applicable to the indemnification obligations set out in Clause 35 and breach of Clause 35.a and 35.b.
- d. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 35) even if it has been advised of their possible existence.
- e. The allocations of liability in this Section 35 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

34 Dispute Resolution, Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India.

- (a) 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").
- (b) 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.
- (c) The seat & venue of the same shall be in the courts of _____ <<State>>
- (d) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at <<State Court>> only and Courts in <<State Court>> only shall have jurisdiction to determine the same.

- (e) The language of the proceedings shall be in English.
- (f) 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
- (g) 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.
- (h) A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- (i) For the purpose of all notices, the following shall be the current address:

<<Address>>

35 Miscellaneous

(a) Assignment and charges

This Agreement shall be binding on and ensure for the benefit of each Party's successors in title. No Party shall assign, or declare any trust in favor of a third party over, all or any part of the benefit of, or its rights or benefits under, this Agreement.

(b) **Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at the State of <<'State'>> shall have jurisdiction over matters arising out of or relating to this Agreement.

(c) **Waiver of sovereign immunity**

The Parties unconditionally and irrevocably:

- A. agree that the execution, delivery and performance by them of the Agreement constitute commercial acts done and performed for commercial purpose;
- B. agree that, should any proceedings be brought against a Party or its assets, property or revenues in any jurisdiction in relation to the Agreement or any transaction contemplated by the Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of such Party with respect to its assets;
- C. waive any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- D. consent generally to the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

(d) **Variation**

This Agreement may only be varied in writing and signed by both Parties.

(e) **Waiver**

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

- i. shall be in writing
- ii. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- iii. shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- iv. shall not affect the validity or enforceability of this Agreement in any manner.

(f) **Exclusion of implied warranties**

[This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.]

(g) **Survival**

Termination or expiration of the Term shall:

1. not relieve the <<'System integrator'>> or the Buyer, as the case may be, of any obligations hereunder which expressly or by implication survive hereof; and
2. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or expiration or arising out of such termination or expiration.
3. All obligations surviving termination or expiration of the Term shall cease on termination or expiration of the Term. [In case the obligations have to survive for some period after closure of the project, the same may be mentioned]

(h) Entire Agreement

[This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.]

(i) Severability

[If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid,

illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.]

(j) No partnership

[This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.]

(k) Third parties

[This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.]

(l) 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):

Address of State Designated Agency/State Government	Address of Service Provider
Name & Designation:	Name & Designation:
Postal Address/ Office Address:	Postal Address/ Office Address:
Contact No.	Contact No.
Copy Sent to:	Copy Sent to:

(m) Language

[All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.]

(n) Counterparts

[This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.]

(o) Mitigation

[Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the Buyer and the <<'System integrator'>> shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.]

(p) Removal of Difficulties

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

THIS AGREEMENT shall be executed in two numbers, one will be kept with State Government/State Designated Agency 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.

State Designated Agency _____ (**Name of Service Provider**) _____

Signature: _____	Signature: _____
Name :	Name:
Title :	Title :
Place :	Place :
Date :	Date :

WITNESS	WITNESS
Signature : _____	Signature : _____
Name :	Name :
Address :	Address :

Schedule I– Definitions

Agreement	means this Service Level agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of the <<‘State Designated Agency’>> as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Scheduled Business Operation Hours	Means from 8:00 AM to 8:00 PM (IST) on Business Days
Parties	means the Buyer and System integrator for the purposes of this Agreement; “Party” shall be interpreted accordingly;
Project SLA Change Request	means any change, which may be required during the project, as per either party, to the original SLA signed
Service Level	means the level of service and other performance criteria which will apply to the Services as set out in the SLA parameters effective during the Term of this Agreement
Term or Agreement Period	Means the duration of this Agreement as set out in Clause 8 of this Agreement.
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.
Contract Price	means the total consideration to be paid by STATE GOVERNMENT to the Service Provider as agreed under the Principal Agreement;

Equipment	means any physical appliance that requires installation at the STATE GOVERNMENT premises
Escalation.	“Escalation” means any unresolved queries or service requests in prescribed timeline.
“Force Majeure”	<p>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:</p> <p>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;</p> <p>b. act of terrorism, sabotage or piracy;</p> <p>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;</p> <p>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;</p> <p>e. explosion, fire, destruction of facilities, and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;</p> <p>f. general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; or</p> <p>g. Any other cause beyond the reasonable control of the applicable Party.</p> <p>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.</p>
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 STATE GOVERNMENT.
“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 National Level PACS Software developed by the National level PACS Software Vendor for the purpose of PACS Computerisation
UAT	means user acceptance testing to ensure that all features
Upgrade	means an improved version of the whole or any part of the System.
Warranty Period	means a period of ____ commencing from the date of Go-Live of the National Level PACS Software (NLPS) as per the terms of the SLA/ Work order/Purchase order.

Schedule II – Service Levels

1 Purpose:

This document describes the service levels to be established for the Services offered by the SI to the State. The SI shall monitor and maintain the stated service levels to provide quality service.

2 Definitions.

- (a) “Scheduled operation time” means the scheduled operating hours of the System for the month. **All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time.** The total operation time for the systems and applications within the Primary DC, DRC and critical client site infrastructure will be 12 hrs X 7 days X 12 months. The total operation time for the client site systems shall be 12 hours.
- (b) “Availability” means the time for which the services and facilities are available for conducting operations on the State Government system including application and associated infrastructure. Availability is defined as:
$$\frac{\{(Scheduled\ Operation\ Time - System\ Downtime\ within\ the\ schedule\ operation\ time)\}}{(Scheduled\ Operation\ Time)} * 100\%$$
- (c) “Helpdesk Support” shall mean the basis support centre operating, 08 hours per day from Monday to Saturday, which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- (d) “Incident” refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre, System or Application services.
- (e) “Error” in data digitization or data migration exercise, refers to the mistakes made intentional/ unintentional by SI which may or may not change the actual meaning of the subject.
- (f) “Financial year” refer to the period of 12 months starting from 1st April of a year and ending on 31st March of following year .
- (g) “Quarter” means period of three calendar months.

3 Interpretations.

- (a) The business hours are 8:00AM to 8:00PM on all working days (Mon-Sat) excluding Public Holidays or any other Holidays observed by the State. The SI however recognizes the fact that the State Government offices will require to work beyond the business hours on need basis.
- (b) "Non-Business Hours" shall mean hours excluding "Business Hours".
- (c) 24x7 shall mean hours between 8:00AM -8.00 PM on all days of the week.
- (d) The availability for a cluster will be the average of availability computed across all the servers in a cluster, rather than on individual servers. However, non compliance with performance parameters for infrastructure and system / service degradation will be considered for downtime calculation.
- (e) The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the State Government, then the State Government will have the right to take appropriate disciplinary actions including termination of the contract.
- (f) A Service Level violation will occur if the SI fails to meet Minimum Service Levels, as measured on a half yearly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An "Availability and Performance Report" will be provided by the SI on monthly basis in the suggested format and a review shall be conducted based on this report. A monthly Availability and Performance Report shall be provided to at the end of every month containing the summary of all incidents reported and associated SI performance measurement for that period. The monthly Availability and Performance Report will be deemed to be accepted by the State Government upon review and signoff by both SI and the State Government. Where required, some of the Service Levels will be assessed through audits or reports e.g. utilization reports, measurements reports, etc., as appropriate to be provided by the SI on a monthly basis, in the formats as required by audit will need to be provided by the SI. Audits will normally be done on regular basis or as required by the State Government and will be performed by the State Government or the State Government appointed third party agencies.
- (g) The Post Implementation SLAs will prevail from the start of the Operations and Maintenance Phase. However, SLAs will be subject to being redefined, to the extent necessitated by field experience and the developments of technology practices globally. The SLAs may be reviewed on an annual/bi-annual basis as the State Government decides after taking the advice of the SI and other agencies. All the changes would be made by the State Government in consultation with the SI.
- (h) The SI is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause. Payments to the SI are linked to the compliance with the SLA metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained in this Annexure. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. the State Government and SI.

- (i) Following tables outlines the key service level requirements for the system, which needs be ensured by the SI during the operations and maintenance period. These requirements shall be strictly imposed and either the State Government or a thirdparty audit/certification agency shall be deployed for certifying the performance of the SI against the target performance metrics as outlined in the tables below.

4 Service Levels

4.1 Service Windows and Severity Levels for the incidents recorded at Support Centers (Cluser/State level)

i. Types of Business Days

Sr. No.	Business Day Type	Duration of Business Hour Type
1	Prime Business Days (PBD)	1) First 20 days of each quarter 2) Last 20 days of each financial year
2	Business Days (BD)	Days except PBD, Sundays and national holidays
3	Non-Prime Business Days (NPBD)	Sundays and national holidays

ii. Types of Business Hours

Sr. No.	Business Day Type	Duration of Business Hour Type
1	Business Hours (BH)	08:00 AM to 08:00 PM, 12 Hours (Monday to Saturday)
2	Non-Prime Business Hours (NPBH)	1) 08:00 PM to 08:00 AM, 12 Hours (all days) 2) Whole Sundays and national holidays

iii. Business Days Business Hours (BDBH) Wise Severity Matrix

Sr. No.	Business Day Type	Duration of Business Hour Type	Severity Levels
1	Prime Business Day (PBD)	Business Hours (BH)	Critical
2	Prime Business Day (PBD)	Non Business Hours (NBH)	High
3	BD	BH	High
4	BD	NBH	Medium
5	NPBD	BH	Medium
6	NPBD	NBH	Low

iv. SLA Function Wise Severity Matrix

SLA functions Parameter	Severity
Customisation related requirement	Critical
Readiness of online/off-line solution	Critical
Helpdesk related	Medium
Software related incident Response Time	Medium
Internet network	High
Trainings	Low
Handholding to PACS	High
Hardware related queries	High
Data digitlisation nd Data Migration	Hgh
On system entries related requirements	High
Testing	High
Go-Live	High

*Subject to the submission of customization requirements by the State Government

v. Service Levels applicable to SI

Sr. No.	Severity Level as per SLA functions parameter	Severity Level as per BDBH Matrix	Acknowledgement of Requirement	Resolution Time
1	Critical	Critical	With 1 day of receiving formal request	Within 2 days of receiving the order
2	Critical	High	With 1 day of receiving formal request	Within 2 days of receiving the order
3	Critical	Medium	With 2 days of receiving formal request	Within 3 days of receiving the order
4	Critical	Low	With 2 days of receiving formal request	Within 3 days of receiving the order
5	High	Critical	With 1 day of receiving formal request	Within 2 days of receiving the order
6	High	High	With 1 day of receiving formal request	Within 2 days of receiving the order

7	High	Medium	With 2 days of receiving formal request	Within 3 days of receiving the order
8	High	Low	With 2 days of receiving formal request	Within 3 days of receiving the order
9	Medium	Critical	With 2 days of receiving formal request	Within 3 days of receiving the order
10	Medium	High	With 2 days of receiving formal request	Within 3 days of receiving the order
11	Medium	Medium	With 3 days of receiving formal request	Within 4 days of receiving the order
12	Medium	Low	With 3 days of receiving formal request	Within 4 days of receiving the order
13	Low	Critical	With 3 days of receiving formal request	Within 4 days of receiving the order
14	Low	High	With 3 days of receiving formal request	Within 4 days of receiving the order
15	Low	Medium	With 4 days of receiving formal request	Within 5 days of receiving the order
16	Low	Low	With 5 days of receiving formal request	Within 6 days of receiving the order

vi. Penalties in case of failures to meeting Service Levels (as provided in the table above)

% of non Compliance	Applicable Penalty (of Total Contract Value)
<=1%	No Penalty
> 1 % but <= 2%	1%
> 2 % but <= 3%	2%
> 3 % but <= 4%	3%
> 4 % but <= 5%	4%
> 5 % but <= 10%	5%
<p>Maximum penalty applicable on SI would be 5 % of the contract value.</p> <p>Post which the State Govt. may decide to terminate the contract and the PBG submitted by SI, will be encashed.</p> <p>For incident attributable to other vendor, SI responsibility will be limited to proper escalation to respective vendors.</p>	

vii. Penalties in case of failures to meeting Project Timelines

Type	Measurement	Timelines	Penalty
Conduct of SLIMC & Allocation of PACS	Copy of work order duly accepted by authorized signatory	-	0.25% of the contract price, for each calendar week of delay
Acceptance of the Work Order	Signed Contract	Within 01 week of issuance of work order by the State	0.25% of the contract price , for each calendar week of delay
Signing of Contract with State Govt/State designated agency	Delivery AS-IS document	Within 1 week of acceptance of work order	0.25% of the contract price, for each calendar week of delay
Submission of action plan / Ground level Survey & district wise presentation of SPMU	Delivery BRD document	Within 02 weeks of acceptance of work order	0.25% of the contract price, for each calendar week of delay
Submission of As-Is & To-Be	Delay from stipulated timelines	Within 3 weeks of acceptance of work order	0.25% of the contract price, for

document for each individual PACS			each calendar week of delay
Legacy Data Migration including all live loan data, static data capturing on the tool. Sanitization of data, rectification of error, validation, verification of details. Sending Customization request, if any	Delay from stipulated timelines	Within 11 weeks of acceptance of work order	0.25% of the contract price for each calendar week of delay
Data porting, data acceptance testing. Correction of errors till successful onboarding	Delay from stipulated timelines	Within 13 weeks of acceptance of work order	0.25 % of the contract price for each calendar week of delay
Participation in ToT programmes and deputation of trained SI staff for PACS level trainings	Delay from stipulated timelines	Within 13 weeks of acceptance of work order	0.25% of the contract price for each calendar week of delay
Completion of On system entries for the transactions done from cutoff date till sep'22	Delay from stipulated timelines	Within 15 weeks of acceptance of work order	0.25% of the contract price, for each calendar week of delay
Completion of On system entries for the transactions done from cutoff date till March'22	Delay from stipulated timelines	Within 16 weeks of acceptance of work order	0.25 % of respective deliverable for each calendar week of delay

Completion of On system entries for the transactions done from cutoff date till the date of going live	Service Provider provides documentation later than 1 week after UAT is completed.	Within 17 weeks of acceptance of work order	0.25% of the contract price for each calendar week of delay
Go-live		Within 18 weeks of acceptance of work order	
Continuation of Handholding & support till sunset date of the Project		Throughout project period	

Schedule III- Scope of Work

The System Integrators shall perform following:

A. Installation

- i. To install NLPS or enable system readiness for web based NLPS solution, as the case may be, and migration tools supplied by NLPSV/NABARD.
- ii. To ensure complete migration of the application suite and data to the NLDR including developing the migration roadmap identifying the constraints, risks and inhibitors to migration throughout the project period.
- iii. SI will collect and prepare legacy data of identified PACS in the format prescribed by NLPSV.
- iv. SI shall facilitate NLPSV in integration of PACS to Core Banking Software (CBS) of DCCBs/StCBs.
- v. SIs will recommend state specific customization required in the NLPS which may involve but will not be limited to- providing templates for accounting as specified by State RCS or other regulatory body, recommending interfaces for state government portals such as land records portal, e-governance portals, citizen service delivery portals, etc. to NLPSV.
- vi. As per the project guidelines, the procurement of the hardware shall be arranged for by the respective state govts, and will be made available to the PACS.

B. Digitization and Migration of data

- i. To collect and prepare legacy data from PACS upto cut-off date as specified by the States/NABARD or any other regulatory bodies.
- ii. To perform digitization of various records through scanning/or by entering the data manually/or by other suitable means for ensuring clear and quality images of even seriously damaged, tarnished, clouded documents. It is expected that legacy data related to all live loans from the date of sanction of loan and all other core data related to share capital, membership, etc. from the date of origin of such data to be digitized.
- iii. It is expected that data from cut-off date to current date will be done by PACS staff but it will be the responsibility of SI to get On-system entries completed through Training Staff /support centre within stipulated time.
- iv. SI shall digitise all historical data at PACS as per the digitisation tool provided in NLPS. This includes scanning of manual records (such as membership forms, identity and address proofs, member Photo/Signature, Land records, Loan Ledger, Trading Register, etc.) and data entry of those scanned forms into the NLPS. However, the SI shall also digitise other than legacy/current data whenever asked.
- v. To migrate all forms of data from existing structures including manual records to NLPS database and storage of the same in the storage arrangements of NABARD/ NLDR as per the standard data structure devised by NLPSV.
- vi. The validation and accuracy of the data being migrated or entered into NLPS shall be the responsibility of SIs. SI shall validate the data before uploading the same to the digitisation tool through double entry system and shall ensure porting, legacy data migration from manual documents, partially digitised documents, other software used by PACS through suitable migration tool provided by NLPSV.
- vii. To ensure smooth and real time migration of data, original data remaining intact and to ensure that the migration is not interrupting the performance of the existing software, if any.
- viii. Implement end to end migration without interfering in the daily business activities of PACS and performance of the software.

- ix. Identification of specific activities in the data migration process, preparation of detailed work breakdown structure for the data migration project and implementation of relevant migration plan with the coordination of NLPS and other stakeholders
- x. To conduct study for capturing of data from various sources of data at the PACS and ensure its validity by coordinating with PACS officials, officials of DCCBs/StCBs and officials of RCS.
- xi. To enable digitization of PACS membership data and verify their credentials and data through OTPs/biometric verification/or any identification tools supplied by NLPSV so as to avoid any wrong data migration.
- xii. To enable verification of data, rectification of errors, updation and validation of migrated data. SI shall ensure complete data cleaning and validation for all data digitised and loaded on to NLPSV before creating a new Single Version of Truth (SVOT). Design contingency plans that identify and rectify 'dirty' data before its migration to the NLPS.
- xiii. To enable capturing of data from all books of accounts including journal books of PACS to ensure overall -migration and digitization.
- xiv. To identify various forms of metadata and capturing metadata in structured and comprehensive manner.
- xv. States where PACS have already been computerized by agencies other than NLPS, there the SIs shall coordinate with the existing agencies to understand their existing database structure. SIs shall obtain the exported data in the new PACS data structure from existing database to ensure seamless migration.
- xvi. SI shall formulate the Data Digitisation Strategy which will also include internal quality assurance mechanism. This may be reviewed and signed-off by DLIMC or necessary authority prior to commencement of data digitisation.
- xvii. SI shall incorporate all comments and suggestions of SLIMC/DLIMC/DCCBs/StCB/PACS/State PMUs in the data Digitisation/ Migration Strategy.
- xviii. The SI shall not misuse i.e. use the PACS data for any purpose other than the purpose for which it is accessed/compiled in terms of this RFP, else the same shall be treated as data breach under respective laws of the country.
- xix. Entire data pertaining to all customers, accounts and PACS should be migrated to the NLDR (NABARD's data centre) for all the branches and Head Office departments without any data loss

C. Support

- i. To set up support centres approximately for a cluster of about 200 PACS. The no. of PACS to be submitted by a single support centre may vary depending upon the geographical spread or other such relevant state specific feature. The SI shall impart the support services either from remote through phone or such mean or by making field visits during the office hours (08 AM to 08 PM) and beyond office hours in case of administrative exigencies. During the currency of the project depending upon the requirement, the support staff at the Centre shall remain available on phone/chat 24X7.
- ii. These support centres, to be set up by the System Integrator(s), will report to State PMUs. This entire support system will be under the overall supervision and control of the State Governments and will be operated by the concerned SI. Two of the staff of SI shall be stationed at State PMUs as State Level Support with own IT infra with necessary software/systems/tools for providing State level support services. The functions of Support Centre is given in the RFP.

- iii. The support services shall be provided in State administrative language/s and English and the personnel deployed at Support Centre by SI shall be well versed with the same.
- iv. The successful SI/s will maintain a helpline preferably 24X7 for immediate action in matters related to cyber security, data breaches, etc. and they will coordinate with central teams, NLPSV and regulators.
- v. There should be a toll free number available with the State level support team, which shall be used by PACS/cluster level support team. State level support team may direct, nearest cluster level support center in case the call is received by PACS directly. Moreover, cluster level support center may also seek support from State level support team.
- vi. To provide help desk support to PACS during the project period with multiple escalation levels as per the gravity of problem.
- vii. Support to Project Monitoring Units (PMUs) hired by NABARD at National, State and District level, or any other support required for PACS & RCS at any stage of project.
- viii. To ensure that the services of trained manpower is available uninterrupted for support and SI shall make necessary arrangement for the same.
- ix. To provide necessary adequate trainings about functioning of the hardware/software to the employee of PACS.
- x. SI may identify various stages of computerization arranged in logical format, identify dependency steps, plot PERT chart/Gant Chart, identify critical steps to ensure parallel performance of tasks and report the same to State PMUs in specified formats for ensuring efficiency in project implementation.
- xi. To ensure adherence to various security, storage, network etc. standards as specified by NABARD/RCS/StCBs/ State govts.

D. Testing and Training

- i. The SI shall perform role of system administrators and user administrators by coordinating with DCCBs/StCBs in order to implement user identity and access management to separate various users.
- ii. Conduct tests for verifying successful migration
- iii. Should support NABARD/DCCB/StCB/ RCS in migration audits.
- iv. Handholding and support shall be provided till the sunset date of the project i.e. 31.03.2027, as per para 2.2.5 of the scheme guidelines. <http://cooperation.gov.in/Noticesandcirculars.html>
- v. Validation of migrated data against the source data using relevant tools/scripts/customized applications and documentation.

- vi. The SI shall depute sufficient no. of its resources for the master training programme conducted by NLPSV on NLPS and the trained manpower shall impart further training to PACS in the training programmes conducted by NABARD. The deputed SI staff shall receive training on the use of the software under master trainers programmes. SIs shall impart further training on NLPS related aspects to PACS including use of software to create trainers at State and District level and shall also provide training materials and reference manuals (user/ maintenance/ administration), prepared by NLPSV, to the participants. If required, SI shall prepare local language based user manuals/videos for PACS.
- vii. The SI shall arrange for training to select staff in DCCBs/StCBs, trainers deployed in the training centres of DCCBs/StCBs and other cooperative training institution. Such trainings shall be arranged by State PMUs/State Governments and SI shall only depute their trained staff for the programme.
- viii. SI shall guide and train PACS staff on the use of software, submission of MIS, etc. through the period of association with PACS during digitisation process upto Go-Live as and when needed.
- ix. The SI shall provide training to staff of RCS of the State Govt. for facilitating audit in a computerized environment along with modules like election of the society as facilitated in the software.
- x. The SI shall provide hands-on trainings to PACS staff on the use of NLPS, generation of reports, etc.
- xi. SI shall conduct the acceptance testing and verify the completeness and accuracy of the data digitised to NLPSV. State PMU or DCCBs/StCB may cause, at its will, to verify the test results provided by SI
- xii. SI shall supply test cases, test results, etc. to NLPSV.

E. Documentation

- i. Shall compute & document the required storage capacity in NLDR (data centre setup of NABARD) for the PACS to be integrated.
- ii. The SI shall create and maintain all project documents that shall be passed on to the State/ State PMUs as deliverables as per the agreed project timelines. The documents created by the SI will be reviewed by the State PMUs. Project documents include but are not limited to Data Migration project plan for the PACS, Detailed System Study Report, List of services, Service Definitions, Service Levels, Training and Knowledge Transfer Plans, Issue Logs, Data dictionary and data definitions, etc.
- iii. SI shall include the State specific learning for NLPS customization and document the necessary changes for NLPSV for implementation.
- iv. SI shall ensure record/document/data entry into service management modules of all incidences/complaints/issues/customisation requests.
- v. SI shall generate appropriate control reports before and after digitisation to ensure accuracy and completeness of the data.
- vi. To provide various reports regarding- system usage, summary of resolve and unresolved complaints, availability and resource utilization reports, monitoring reports, when asked by the authorities.

F. Coordination with external stakeholders

- i. To coordinate with National Level PACS Software Vendor (NLPSV) to ensure seamless installation/operationalisation and use of NLPS by PACS.
- ii. To provide scope for NLPSV to connect the subsystems/components of ERP software as per the requirement set under PACS Computerisation project.
- iii. To coordinate with BSNL/other network service provider for internet connectivity, if needed, for troubleshooting of the network problem.
- iv. To provide necessary inputs to NLPSV for customization and modifications of the software as per needs of the states. Details on suggestions of customization and modifications to be suggested to NLPSV.
- v. To coordinate with NLPS regarding system downtimes for proper scheduling of activities and communicating to relevant stakeholders
- vi. To coordinate with Central PMU, State PMU, DLMIC/SLMIC, DCCBs/StCBs/line departments of the state govt. associated with the PACS to ensure smooth computerization of PACS.

G. Roll out

- i. To prepare a detailed roll-out plan for each PACS in the phase and get the same approved by the State Government.
- ii. To provide the necessary assistance for the State PMU/StCB/DCCB/PACS during the design and implementation of the roll out plan.
- iii. The project leader and domain experts of SI shall remain continuously available for their implementation team.

H. Others

- i. The SI shall depute two staff at central level support centre in State PMU.
- ii. The SI shall participate in SLIMC and DLIMC meetings whenever asked to.
- iii. To apprise State PMUs about the PACS wise status of installation/operationalisation of software, its usage, and data digitization.
- iv. To conduct Ground Survey of selected PACS where SI is involved in computerization in order to assess the situation of PACS, readiness for computerization, identify major challenges, suggest measure and provide detailed ground survey report to State PMU as and when required.
- v. The SI shall retain sufficient bench strength for replacement of personnel deployed at the field or at the central/state level teams.
- vi. To perform geotagging operations of PACS through NLPS and its associated infrastructure.
- vii. Conducting a detailed study of the project requirements, wherever necessary and provide a document relating to the functionalities, dashboard maintenance as required to support the PMU setup by NABARD.
- viii. The SI shall support NLPSV in codification of various parameters by providing necessary information such as census codes, village codes, ward codes, crop codes and other codes specific to states.
- ix. To facilitate and provide support to hardware vendor selected by States, who shall be supplying computers along with peripheral devices.

- x. To facilitate and support any other vendor hired by NABARD or State for supporting migration, supplement skilled human resource and for independent testing purpose.
- xi. To ensure the data security aspects with reference to the compliance of regulatory and industry standards.
- xii. The SI shall provide skilled human resource with domain knowledge regarding PACS possessing skills required for data migration at PACS.

Schedule IV- Project Schedule

Sr No	Stage of Work	details	Timeline
1	Conduct of SLIMC & Allocation of PACS	-	-
2	Acceptance of the Work Order	Copy of work order duly accepted by authorized signatory along with prescribed documents	Within 01 week of issuance of work order by the State
3.	Signing of Contract with State Govt/State designated agency	Signed Contract	Within 1 week of acceptance of work order
4.	Submission of action plan / Ground level Survey & district wise presentation of SPMU	Action plan will contain the Detailed plan against each PACS, team members details, trainers details, support staff details, location of support center, data digitization team details etc.	Within 02 weeks of acceptance of work order
5.	Submission of As-Is & To-Be document for each individual PACS	Sign off from PACS secretary on As-IS & To-Be document. * Counter signature from DCCB	Within 3 weeks of acceptance of work order
6.	Legacy Data Migration including all live loan data, static data capturing on the tool. Sanitization of data, rectification of error, validation, verification of details. Sending Customization request, if any	Certification of completion from PACS Secretary and counter signature from DCCB Software readiness test checklist certified by PACS secretary and counter certified by DCCB	Within 11 weeks of acceptance of work order

7.	Data porting, data acceptance testing. Correction of errors till successful onboarding	NLPSV acknowledgement towards successful onboarding	Within 13 weeks of acceptance of work order
8	Participation in ToT programmes and deputation of trained SI staff for PACS level trainings	Participation certificate	Within 13 weeks of acceptance of work order
9.	Completion of On system entries for the transactions done from cutoff date till sep'22	It Will be done by PACS staff but it will be sole responsibility of SI to get On-system entries completed through TS /support centre within stipulated time.	Within 15 weeks of acceptance of work order
10.	Completion of On system entries for the transactions done from cutoff date till March'22		Within 16 weeks of acceptance of work order
11.	Completion of On system entries for the transactions done from cutoff date till the date of going live		Within 17 weeks of acceptance of work order
12.	Go-live **	Certificate by NLPSV	Within 18 weeks of acceptance of work order
13	Continuation of Handholding & support till sunset date of the Project	Regular MIS & Compliance record throughout the Project Period	Throughout project period

*Once draft As-Is and To-Be document for each PACS prepared by SI, sign off from PACS secretary shall be obtained on both the documents. Later, the same shall be submitted to the convenor of DLIMC, viz., DCCB, along with a summarised As-IS and To-Be document. DLIMC shall present the same to SLIMC and if called upon, SI shall participate in the meetings convened by DLIMC and SLIMC, as already stated at Clause No.18.8.2. Upon recommendation of SLIMC, State PMU will approve the As-Is & To-be documents.

** This Go-live stage is towards basic common functionalities including all credit related activities.

Schedule V: Payment Terms

- 1) Payment schedule is subject to modification by respective state governments/RCS/StCBs after approval by SLIMC and payment will be made on quarterly basis upon raising of bills.
- 2) For each set of PACS taken under the project, payment will be made in two parts. First one will be for Data digitization and Migration and second will be for Handholding & Support. Payment will be made on quarterly basis depending on the following progress milestones in respects of suitable lots of PACS as may be defined in the work order.

Part-1 Data digitization and migration		
S.No.	Deliverables	% to be claimed from State
1	Acceptance of work order	5%
2	Submission of Action Plan/Ground survey and presentation for SPMU	10%
3	Submission of As-Is & To-Be documents	10%
4	Completion of On boarding of PACS	25%
5	Completion of On-system data and go-live	20%
6	6 months after go-live	10%
7	12 months after go-live	10%
8	18 months after go-live	10%
Total		100%
Part 2: Handholding & Support		
<p>Payment under Handholding & Support will be given quarterly basis till the sunset date. Calculation of the quarters will be done from the issuance of work order.</p>		

- i. The System Integrators shall submit their bills, invoices, certificates of completion along with necessary supporting documents to concerned StCB. After name is compiled by StCB, recommended by SLIMC, it will be settled by StCB/State Designated Agency identified by State Government.
- ii. All payments will be made, subject to applicable Income Tax laws. Tax may be deducted at source, as per applicable laws.
- iii. A bond on non-judicial stamp paper to initiate the process of release of funds will be executed by the selected agency with the acceptance of Letter of Acceptance.
- iv. All payments under this Agreement shall be made to the bank account specified by the agency as may be notified to the State Government by the successful SI.
- v. All the payments will be made subject to adherence to the Service Levels as per Schedule II of the SLA.

Schedule VI – EXIT MANAGEMENT SCHEDULE

1 PURPOSE

1.1 This Schedule sets out the provisions, which will apply on expiry or termination of the SLA/ Project Implementation and/or Operation and Management.

1.2 In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

1.3 The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2 TRANSFER OF ASSETS

2.1 <<'State Designated Agency'>> shall be entitled to serve notice in writing on the SI at any time during the exit management period as detailed hereinabove requiring the SI and/or its sub contractors to provide the <<'State Designated Agency'>> with a complete and up to date list of the Assets within 30 days of such notice. <<'State Designated Agency'>> shall then be entitled to serve notice in writing on the SI at any time prior to the date that is 30 days prior to the end of the exit management period requiring the SI to sell the Assets, if any, to be transferred to <<'State Designated Agency'>> or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.

2.2 In case of contract being terminated by <<'State Designated Agency'>> , <<'State Designated Agency'>> reserves the right to ask SI to continue running the project operations for a period of 6 months after termination orders are issued.

2.3 Upon service of a notice under this Article the following provisions shall apply:

(i) in the event, if the Assets to be transferred are mortgaged to any financial institutions by the SI, the SI shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the <<'State Designated Agency'>> .

(ii) All risk in and title to the Assets to be transferred / to be purchased by the <<'State Designated Agency'>> pursuant to this Article shall be transferred to <<'State Designated Agency'>> , on the last day of the exit management period.

(iii) <<'State Designated Agency'>> shall pay to the SI on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.

(iv) Payment to the outgoing SI shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.

(v) The outgoing SI will pass on to <<'State Designated Agency'>> and/or to the Replacement SI, the subsisting rights in any leased properties/ licensed products on terms not less favorable to <<'State Designated Agency'>>/ Replacement SI, than that enjoyed by the outgoing SI.

3 COOPERATION AND PROVISION OF INFORMATION

3.1 During the exit management period:

(i) The <<'System integrator'>> will allow the <<'State Designated Agency'>> or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the <<'State Designated Agency'>> to assess the existing services being delivered;

(ii) promptly on reasonable request by the <<'State Designated Agency'>> , the SI shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the <<'System integrator'>> or sub contractors appointed by the <<'System integrator'>>). The <<'State Designated Agency'>> shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The <<'State Designated Agency'>> shall permit the <<'System integrator'>> or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the Chairman, PIU to understand the methods of delivery of the services employed by the <<'System integrator'>> and to assist appropriate knowledge transfer.

5 CONFIDENTIAL INFORMATION, SECURITY AND DATA

The <<'System integrator'>> will promptly on the commencement of the exit management period supply to the <<'State Designated Agency'>> or its nominated agency the following:

- (i) information relating to the current services rendered and PACS and performance data relating to the performance of sub contractors in relation to the services;
- (ii) documentation relating to Computerization Project of PACS
- (iii) documentation relating to sub-contractors;
- (iv) all current and updated data as is reasonably required for purposes of <<'State Designated Agency'>> or its nominated agencies transitioning the services to its Replacement <<'System integrator'>> in a readily available format nominated by the <<'State Designated Agency'>>, its nominated agency;
- (v) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable <<'State Designated Agency'>> or its nominated agencies, or its Replacement <<'System integrator'>> to carry out due diligence in order to transition the provision of the Services to <<'State Designated Agency'>> or its nominated agencies, or its Replacement <<'System integrator'>> (as the case may be).

Before the expiry of the exit management period, the <<'System integrator'>> shall deliver to the <<'State Designated Agency'>> or its nominated agency all new or up-dated documents/ data and shall not retain any copies thereof.

Before the expiry of the exit management period, unless otherwise provided under the SLA, the <<'State Designated Agency'>> or its nominated agency shall deliver to the <<'System integrator'>> all forms of <<'System integrator'>> confidential information, which is in the possession or control of Chairperson, PIU or its users.

6 GENERAL OBLIGATIONS OF THE <<'System integrator'>>

- i. The <<'System integrator'>> shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the

<<'State Designated Agency'>> or its nominated agency or its Replacement <<'System integrator'>> and which the <<'System integrator'>> has in its possession or control at any time during the exit management period.

- ii. For the purposes of this Schedule, anything in the possession or control of any <<'System integrator'>>, associated entity, or sub contractor is deemed to be in the possession or control of the <<'System integrator'>>.
- iii. The <<'System integrator'>> shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

7 EXIT MANAGEMENT PLAN

The <<'System integrator'>> shall provide the Operation <<'State Designated Agency'>> or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation.

(i) A detailed program of the transfer process that could be used in conjunction with a Replacement <<'System integrator'>> including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

(ii) plans for the communication with such of the <<'System integrator'>>'s sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the <<'State Designated Agency'>>'s operations as a result of undertaking the transfer;

(iii) The <<'System integrator'>> shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

(iv) Each Exit Management Plan shall be presented by the <<'System integrator'>> to and approved by the <<'State Designated Agency'>> or its nominated agencies.

(v) The terms of payment as stated in the Terms of Payment Schedule include the costs of the <<'System integrator'>> complying with its obligations under this Schedule.

(v) In the event of termination or expiry of SLA, and Project Implementation, each Party shall comply with the Exit Management Plan.

(vi) During the exit management period, the <<'System integrator'>> shall use its best efforts to deliver the services.

(vii) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

(viii) This Exit Management plan shall be furnished in writing to the <<'State Designated Agency'>> or its nominated agencies within 90 days from the Effective Date of this Agreement.

Schedule – VII - AUDIT, ACCESS AND REPORTING

PURPOSE

This Schedule details the audit, access and reporting rights and obligations of the <<'State Designated Agency'>> or its nominated agency and the <<'System integrator'>>

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1 AUDIT NOTICE AND TIMING

- 1.1 As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable during the Implementation Phase, the <<'State Designated Agency'>> or its nominated agency and thereafter during the operation Phase, the <<'State Designated Agency'>> or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the <<'System integrator'>> any further notice of carrying out such audits.
- 1.2 The <<'State Designated Agency'>> or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the <<'System integrator'>>, a security violation, or breach of confidentiality obligations by the <<'System integrator'>>, provided that the requirement for such an audit is notified in writing to the <<'System integrator'>> a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the <<'System integrator'>> considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.
- 1.3 The frequency of audits shall be a (maximum) half yearly, provided always that the <<'State Designated Agency'>> or its nominated agency shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the <<'System integrator'>>. Any such audit shall be conducted by with adequate notice of 2 weeks to the <<'System integrator'>>.
- 1.4 <<'State Designated Agency'>> will ensure that any 3rd party agencies (except CAG) appointed to conduct the audit will not be the competitor of <<'System integrator'>> and will be bound by confidentiality obligations.

2 ACCESS

The <<'System integrator'>> shall provide to the <<'State Designated Agency'>> or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and

inspections. The Chairperson, PIU / Steering Committee shall have the right to copy and retain copies of any relevant records. The <<'System integrator'>> shall make every reasonable effort to co-operate with them.

3 AUDIT RIGHTS

3.1 The <<'State Designated Agency'>> or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), documents, records, procedures relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- (i) The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of <<'State Designated Agency'>> and documentation related thereto;
- (ii) That the actual level of performance of the services is the same as specified in the SLA;
- (iii) That the <<'System integrator'>> has complied with the relevant technical standards, and has adequate internal controls in place; and
- (iv) The compliance of the <<'System integrator'>> with any other obligation under the SLA.
- (v) Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the <<'System integrator'>>.
- (vi) For the avoidance of doubt the audit rights under this Schedule shall not include access to the <<'System integrator'>>'s profit margins or overheads, any confidential information relating to the <<'System integrator'>>' employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the SLA.

4 AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

4.1 The <<'System integrator'>> shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labour, services, equipment or materials in respect of the services. The <<'System integrator'>> shall inform the <<'State Designated Agency'>> or its nominated agency prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.

4.2 REPORTING: The <<'System integrator'>> will provide quarterly reports to the Chairperson, PIU / Steering committee regarding any specific aspects of the Project and in context of the audit and access information as required by the <<'State Designated Agency'>> or its nominated agency.

5 ACTION AND REVIEW

- 5.1 Any change or amendment to the systems and procedures of the <<'System integrator'>>, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- 5.2 Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the <<'State Designated Agency'>> or its nominated agency and the <<'System integrator'>> Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

6 TERMS OF PAYMENT

The <<'State Designated Agency'>> shall bear the cost of any audits and inspections. The terms of payment are exclusive of any costs of the <<'System integrator'>> and the sub-contractor, for all reasonable assistance and information provided under the MSA, the Project Implementation, Operation and Management SLA by the <<'System integrator'>> pursuant to this Schedule.

7 RECORDS AND INFORMATION

For the purposes of audit in accordance with this Schedule, the <<'System integrator'>> shall maintain true and accurate records in connection with the provision of the services and the

<<'System integrator'>> shall handover all the relevant records and documents upon the termination or expiry of the MSA.

SCHEDULE – VIII - GOVERNANCE SCHEDULE

1 PURPOSE

The purpose of this Schedule is to:

- (i) establish and maintain the formal and informal processes for managing the relationship between the <<'State Designated Agency'>> and the <<'System integrator'>> (including the outputs from other Schedules to this Agreement;
- (ii) define the principles that both Parties wish to follow to ensure the delivery of the Services;
- (iii) ensure the continued alignment of the interests of the Parties;
- (iv) ensure that the relationship is maintained at the correct level within each Party;
- (v) create the flexibility to revise and maintain the relationship and this Agreement during the Term;
- (vi) set out the procedure for escalating disagreements; and
- (vii) enable contract administration and performance management.

2 GOVERNANCE PROCEDURES

- 3.1 The <<'System integrator'>> shall document the agreed structures in a procedures manual.
- 3.2 The agenda for each meeting of the PIU shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the PIU, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.
- 3.3 All meetings and proceedings will be documented such documents to be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- 3.4 The Parties shall ensure as far as reasonably practicable that the PIU shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- 3.5 In order formally to submit a Disputed Matter to the aforesaid for a, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter.
- 3.6 The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the parties are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action as per the process mentioned in article 9.1
- 3.7 All negotiations, statements and / or documentation pursuant to these Articles

shall be without prejudice and confidential (unless mutually agreed otherwise).

3.8 If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavours to reduce the elapsed time in reaching a resolution of the Disputed Matter.

