



**REQUEST FOR PROPOSAL (RFP)  
FOR  
DATA COLLECTION AND MANAGEMENT  
SYSTEM 2.0**

**National Bank for Agriculture and Rural Development (NABARD)**

**Department of Information Technology**

5th Floor, 'C' Wing C-24, 'G' Block

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**Important Disclaimer:**

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

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## Glossary

<b>Sl.No</b>	<b>Acronym</b>	<b>Definition</b>
1.	CVC	Central Vigilance Commission
2.	DD	Demand Draft
3.	DIT	Department of Information Technology
4.	EMD	Earnest Money Deposit
5.	NABARD	National Bank for Agriculture and Rural Development
6.	PBG	Performance Bank Guarantee
7.	RFP / RfP	Request for Proposal
8.	DCMS	Data Collection and Management System
9.	ADF	Automated Data Flow
10.	DW	Data Warehouse

## Tender Details

National bank for Agriculture and Rural Development (NABARD) invites e-tender and prospective bidders interested to bid must apply online through NABARD e-procurement site <https://nabard.eproc.in>. The bidder shall submit two separate e-bids for the work- Technical Bid and Commercial/Financial bid. The details are given below:

Tender Reference No and Date	No.NB.HO.DIT/ 584 / DIT-026-1/2022-23 dated 28 November 2022											
Tender For	<b>Data Collection and Management System 2.0</b>											
Cost of RFP (Non-Refundable)	<p>No cost will be charged for the tender document downloaded by the bidders. Rs.1000/- (Rupees One Thousand Only) in the form of DD in favour of NABARD payable at Mumbai should be deposited if Hard Copy is to be supplied.</p> <p>In terms of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, the MSEs registered with National Small Industries Corporation under Single Point Registration Scheme for participation in Government purchases, shall be exempt from payment of cost of tender documents. Further, the vendors empanelled with the Bank will also be supplied tender documents free of cost. However, they will have to produce documentary evidence in support of seeking such exemption.</p>											
Earnest Money Deposit (Refundable )	<p>Remittance of Rs. 50,000/- (Rupees Fifty Thousand Only) to NABARD's Account. The UTR No for this transaction has to be indicated in the Bid Document.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Name of Account</td> <td>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</td> </tr> <tr> <td>Bank Name</td> <td>NABARD</td> </tr> <tr> <td>Branch Name</td> <td>HEAD OFFICE, MUMBAI</td> </tr> <tr> <td>IFS CODE</td> <td><b>NBRD0000002</b></td> </tr> <tr> <td>Account Number (VAN)</td> <td>NABADMN07</td> </tr> </table> <p style="text-align: center;"><b>OR</b></p> <p>Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 180 days from the date of opening of tender as per format given in Annexure-I.</p>		Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT	Bank Name	NABARD	Branch Name	HEAD OFFICE, MUMBAI	IFS CODE	<b>NBRD0000002</b>	Account Number (VAN)	NABADMN07
Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT											
Bank Name	NABARD											
Branch Name	HEAD OFFICE, MUMBAI											
IFS CODE	<b>NBRD0000002</b>											
Account Number (VAN)	NABADMN07											
Date of Issue of RFP	28-11-2022 Re-tender date – 27-01-2023											
Last date for submission of pre-Bid queries	16-12-2022 at 18:00 hours											
Date of Pre-Bid Meeting	23-12-2022 at 14:00 hours											

Last date & time for submission of Bid	17-02-2023 at 15:00 hours
Opening of Technical Bid	20-02-2023 at 15:00 hours
Opening of Commercial Bid	Will be intimated to shortlisted bidders at a later date.
Opening of tenders	e-tendering at <a href="https://nabard.eproc.in">https://nabard.eproc.in</a>
No. of e-bid documents to be submitted online	<b>Technical Bid:</b> Including Cost for RFP Document + EMD (UTR No. & date/BG) + Documents as per Check List ( <a href="#">Annexure-Q</a> ) <b>Commercial Bid</b>
Contact Numbers	Shri Giriraj Gupta, AM, 022-2563 9542 (Mob: 8807585534) Shri Vijay Kumar D M, AM 022-2653 9910 (Mob: 7019858609) Shri Satish Kumar Singh, AGM 022-2653 9686 Ms. Bhavna, AM 022-2653 7031
Email	<a href="mailto:dit@nabard.org">dit@nabard.org</a> (primary Email-Id) and may be CC to the following :- <a href="mailto:giriraj.gupta@nabard.org">giriraj.gupta@nabard.org</a> <a href="mailto:vijay.kumar@nabard.org">vijay.kumar@nabard.org</a> <a href="mailto:bhavna@nabard.org">bhavna@nabard.org</a> <a href="mailto:satish.singh@nabard.org">satish.singh@nabard.org</a>

**Note: -**

1. Before bidding, the bidders are requested to carefully examine the RFP document and the terms and conditions specified therein. If any bidder requires any clarification on this RFP, they may notify the Bank in writing or by email at the Bank's mailing address indicated in the RFP. Bidders should notify the Bank of any error, omission or discrepancy found in this RFP document before last date and time for pre-bid queries.
2. Bank makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
3. All costs and expenses (whether in terms of time or money) incurred by the bidders in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by Bank, will be borne entirely and exclusively by the bidders.
4. The bidders must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
5. All bids (Technical & Commercial) must be submitted at the same time, giving full details on <https://nabard.eproc.in>.

6. It should be specifically noted that the contents of Technical offer must not reveal commercials.
7. The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
8. No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.
9. Bids will be opened in the presence of bidders' representatives who choose to attend on the bid opening date. No separate intimation will be given in this regard to the bidders for deputing their representatives. However, the date and time for opening of Commercial bid shall be intimated separately by phone/email. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him to represent and attend the bid opening on behalf of the bidder. The format of the authorization letter is given in [Annexure-B](#).
10. The Bank reserves the right to change the dates mentioned above or in the RFP, which will be communicated through the Bank's web site.
11. Non-enclosure of Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) in the name of NABARD or equivalent amount of Bank Guarantee will result in rejection of bid.
12. The bidder shall ensure compliance of Central Vigilance Commission guidelines (CVC) issued/ to be issued from time to time pertaining to the work covered under this RFP.
13. No binding legal relationship will exist between any of the bidder and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
14. **All Invoices, Licenses should be made in the name of CGM, DIT, NABARD, HO, Mumbai with official email Id as [dit@nabard.org](mailto:dit@nabard.org)**
15. **Public Procurement Policy on Micro and Small Enterprises (MSEs):**
  - a) NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
  - b) These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
  - c) Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
  - d) Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
  - e) The bidder to note that, in the current RFP splitting of order is not applicable.

## **Instructions for Bidders**

### **1. Request for Additional Information**

- A. 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.
- B. All queries relating to the RFP, technical or otherwise, must be in writing only i.e. either via physical or electronic mail. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidder in the manner specified.
- C. However, NABARD will not answer any communication reaching the Bank later than the prescribed date and time.

### **2. Rejection / Acceptance of Bid**

The Bank reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

### **3. Cancellation of Bid**

The Bank reserves right to re-issue/re-commence the entire bid process and or any part in case of any anomaly, irregularity or discrepancy in regard thereof without assigning any reason whatsoever, at the sole discretion of the Bank. Any decision in this regard shall be final, conclusive and binding on the bidder.

#### **1. Period of Validity of Bids**

**Validity Period:** - Bids shall remain valid for 180 days from the last date specified for submission of bids in this RFP. The Bank holds the rights to reject a bid valid for a period shorter than 180 days.

**Extension of Period of Validity:** - In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable.

#### **2. Who can submit the bid?**

- A. The Indian firm / company / organization only shall submit the bid. The eligibility of the bidder will be decided as per the parameters provided in Annexure-H. The term bidder used in this RFP refers to the entity who has submitted the bid.
- B. One bidder cannot submit more than one bid. In case more than one bid is submitted by the bidder, all the bids will be rejected.
- C. The bidder is responsible to carry out the entire end to end implementation of the solution as per the scope of work specified in this RFP.

D. Two firm / company / organization shall not partner with each other to bid jointly for this project.

## Chapter-1

### 1. Introduction

**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. Detailed information regarding the functions of the Bank are provided on the website – [www.nabard.org](http://www.nabard.org).

This Request for Proposal document (“RFP document” or “RFP”) has been prepared solely for enabling the Bank to set up a **Data Collection and Management System**

#### 2.0

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of a selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.

Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. Address for communication is as given in the cover page unless other-wise expressed specifically in any part of this document for a specific requirement.

The Request for Proposal (RFP) may be read in its entirety. Bidders may study the bid document carefully and in its entirety. Submission of bids shall be deemed to have been done after careful study and examination of the bid document and with full understanding of its implications. Bidders must ensure, prior to submission of bids, that such clarifications/ changes have been considered by them. The Bank shall not be liable for any omissions on the part of any bidder. The terms and conditions of the RFP encompass all the terms and conditions mentioned in this document. The contents of this document are listed in the Table of Contents.

#### **00202. Information Provided**

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all 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 the Bank.

### 3. For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”), i.e., an Indian firm /Company/Society registered in India and no one else.

### 4. Confidentiality

The RFP document is confidential and shall not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is being provided to the Recipient on the basis of undertaking of confidentiality to be given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part thereof. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality

undertaking. The format for Confidentiality undertaking is provided in **Annexure – F**. The Recipient shall not disclose or discuss the contents of the RFP document with any officer, employee, consulting agency, director, agent or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of Bank except for bidding purposes.

#### **5. Costs to be borne by Bidders**

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, etc., and providing any additional information required by the Bank, shall be borne entirely and exclusively by the bidders.

#### **6. No Legal Relationship**

No binding legal relationship shall exist between any of the bidders and the Bank until the execution of a contractual agreement.

#### **7. Bidders obligation to inform himself/ herself**

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

#### **8. Evaluation of Offers**

Each bidder acknowledges and accepts that the Bank may in its absolute discretion, apply selection criteria specified in the document for evaluation of proposals for shortlisting / selecting one eligible Consultant / Consulting Agency.

#### **9. Errors and Omissions**

Each bidder shall notify the Bank of any error, omission, or discrepancy, if any, found in this RFP document.

#### **10. Bid submission Terms**

The RFP response document submission shall be undertaken as under: -

- a) The documents may be submitted to NABARD e-tender portal.
- b) Copies of the RFP response may be submitted in the manner prescribed before the closing date and time as mentioned in Tender Schedule of the RFP; Tenders not submitted on the prescribed forms will be rejected.
- c) All submissions, including any accompanying documents, shall become the property of the Bank. Bidders shall be deemed to license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP response, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.
- d) The bidder shall be required to submit an Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousand Only) by way of a separate Bankers Cheque/Demand Draft/Pay Order favouring National Bank for Agriculture and Rural Development, payable in Mumbai, which, must be submitted separately along with the RFP response. Alternatively, bidder can also submit a Bank Guarantee in lieu of EMD (Annexure-I) issued by Scheduled Commercial Bank valid for 180 days from the date of opening of tender. The Earnest Money Deposit shall be refunded to all bidders except selected bidder. In case the selected bidder fails to enter into an Agreement of Contract within the stipulated date and as per stipulated terms and conditions, the Earnest Money Deposit shall be subject to

forfeiture at the discretion of NABARD. No interest shall be payable by the Bank on the Earnest Money Deposit. The Application Money/ Earnest Money Deposit instruments shall not be inserted in the envelope containing the RFP Response documents. The RFP document may be downloaded from the Bank's website [www.nabard.org](http://www.nabard.org). The RFP download declaration, as per [Annexure-C](#) is to be furnished by the bidder. The Bank reserves the right to change the requirements. However, any such changes will be posted on the NABARD's website.

- e) Queries relating to the RFP, if any, may be raised by the Bidders through emails to be received at the Bank's email ID within the stipulated date and time. Any clarifications to queries raised by bidders or any change in requirement, shall be posted on the Bank's Website. Bidders may ensure that such clarifications / changes have been considered by them before submitting bids. The Bank shall not be liable for omission, if any, on the part of the bidder. In case of any clarification required by the Bank to assist in the examination, evaluation and comparison of bids, the Bank may, at its discretion, seek clarification from the bidder. The response / clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- f) All the information required as per the bidding document shall to be provided by the bidder. Incomplete information may lead to rejection of the proposal.
- g) Bids once submitted shall be treated as final and no further correspondence shall be entertained. No bid shall be modified after the deadline for submission of bids.
- h) No bidder shall be allowed to withdraw the bid once submitted.
- i) The Bank reserves the right to reject any or all bid(s) received without assigning any reason whatsoever.
- j) The Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.
- k) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, in such case BANK, reserves the right to reject such tender at any stage.
- l) The contract shall be governed by and interpreted in accordance with the laws of India from the time being in force. All disputes arising out of this tender will be subject to jurisdiction of courts of law at Mumbai, Maharashtra.

## **Chapter-2**

### **Scope of Work**

#### **Purpose:**

NABARD is seeking a Vendor cum System Integrator for implementation of Data Collection Management System along with Automated Data Flow (ADF) as per RBI guidelines. Vendor shall implement a state-of-the-art and end-to-end solution such that internal departments and the Client Institutions (CI) collect data in desired format and submit the same from their source systems and store on a centralized server of NABARD. Simultaneously the platform should allow for data collection and submission manually through web portal. The data will flow from source to destination following a predefined workflow. The application should allow NABARD to perform independent analysis on the data received from the CI's on its centralized server.

Application should provide audit trail and logs for each and every transactions/activities performed in the system and generate audit report/logs as and when needed. Application should be designed to able to handle large chunks of CI data over internet in concurrent manner from the remote areas, if necessary. It should be able to create various reports required by NABARD, RBI and other government and regulatory authorities in the manner, format and language as required by each one of them periodically or as and when required with facility to transmit through interface as well as manual, with their systems or upload. The Reporting solution should be upgraded with latest version/solution as when rolled out. It is required that data in transit should be encrypted and follow best practices for implementing SSL or encryption key or any protocols. Implementation should be tamper proof in order to avoid unauthorized modification.

The proposed solution should be agile to support integration with existing applications and upcoming applications, along with future upgrades, through APIs/web services etc. This would envisage parameterization, historical data management, verifying data quality, migrating data, user acceptance testing, Performance & Stress testing, documentation, training, knowledge transfers and support.

This is an end to end project and all the items required for making the application operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document.

#### **Objective**

- i. The primary objective of the project is to collect data available in different source of CI's/Internal departments in predefined formats at regular intervals on a single platform at NABARD from where MIS reports can be generated.
- ii. The proposed application should be easily configurable for creating returns/reports by Bank to minimise delays from the time of request to creation of report
- iii. Need to adhere to any guidelines and related documents on ADF issued by RBI or other relevant entities during the project period to ensure submission of correct and consistent data from the Banks/CIs straight from their systems to NABARD.
- iv. Implement a solution that will validate the correctness of data, eliminate the redundant data & help in tracking and revision of data.

- v. Implements a centralized repository for storing structured and high volume of data.
- vi. Centralized repository should be scalable enough to accommodate more requests as and when the Returns/Reports grow or new CIs/Internal departments are added.
- vii. To have a uniform structured data for data warehouse/lake.
- viii. The application should have capability to generate the required Reports/Returns by NABARD/CIs and its staff with proper rights.
- ix. The application should allow encryption for data in transit and should follow best practices for implementing SSL or encryption key or any protocols
- x. Application should be designed to able to handle large chunks of CIs/Internal departments' data over Internet by upto 2500 concurrent users and scalable subsequently.

### **Statement of Work:**

- i. Selected Vendor shall study and understand the existing Data collection and Management System (DCMS 1.0 as explained in Annexure T) and Data Analytics requirement of NABARD and provision requisite Input and Output/Report formats, which are required to be captured/produced through proposed solution with Automatic Data Flow system wherever applicable. The Vendor shall develop the returns/reports given in Annexure V in mutually agreed timelines.
- ii. NABARD is seeking push/pull mechanism as an implementation methodology for setting up DCMS with ADF integration at NABARD & CIs. (Note: Client Institutions/Agency may not be capable at this point). The data will be submitted by CIs/Internal Depts or pulled from CI's system and pushed to NABARD's Systems in an automated manner. The push/pull will be triggered at a set frequency as per requirement of Bank without manual intervention. The ADF should be capable to integrate with major CBS (Core Banking Solution) of CIs.
- iii. Selected vendor to undertake pilot study of 10 Banks identified by NABARD for ADF implementation using 20 sample regulatory/ statutory returns.
- iv. The solution should be compliant with any guidelines and related documents on ADF issued by RBI or other relevant entities during the project period for data capture and the selected Vendor will enable/implement generation of various EWS (Early Warning Signals) reports through a user interface, as per requirement of the Bank.  
(Please visit <https://m.rbi.org.in/scripts/PublicationReportDetails.aspx?UrlPage=&ID=597> for details)
- v. The Vendor should also develop Web application for manual submission of Returns/data by all CIs/Internal departments.
- vi. New Returns and Reports which are absolutely necessary as decided by NABARD apart from those shared in annexure-V may be added during product development and implementation phase and will have to be developed at no extra cost. The selected Vendor will discuss and crystalize

the reports and queries as per NABARD's requirements during implementation. The requirement might increase/decrease based on the requirement study. Vendor should also be prepared to provide enhancements/modifications keeping in view the fresh/future requirements of NABARD or Regulatory/Statutory Authorities.

vii. **Data Migration:**

- a. Bidder should submit high level migration plan and testing approach indicating details of tools and procedures along with bid document. All related tools may be utilised as part of phased migration activity. Tools if procured must have all capabilities required for migration and must be procured in the name of the Bank.
- b. Successful Bidder shall:
  - a) be responsible for migrating the data from the existing DCMS solution in NABARD to the new system.
  - b) explore and assess the existing solution before designing the migration solution.
  - c) submit a low level migration plan with all required granular details, which shall be implemented post approval by competent authority. After acceptance of the plan, vendor would carryout test run with limited data. Post acceptance of the test run by the competent authority vendor would initiate the final migration, which shall be subject to test and audit of the data by the Bank or any agency identified by the Bank to ensure accuracy of the migration activity. Post acceptance of the final migration, activity would be considered as completed. Otherwise vendor is supposed to repeat the exercise till it is accepted by the Bank.
  - d) Design the migration solution including the mapping of source data fields to destination data fields and ETL tools required during the process.
  - e) Enter into Tripartite agreement with NABARD and existing SI for Data migration activity.
  - f) Be responsible for migrating the data from DCMS 2.0 solution to Data Warehouse (DW) if required.
  - g) Be responsible for migrating the data to new system (DCMS 3.0 or any other solution) on expiry of contract period.

viii. **USER Management:**

Categories of Users:

1. Internal/Nabard: Users from HO/RO/TE shall be assigned Business and Admin user types as described below. Each Department in HO and RO shall be given one Admin
2. External/CI : Each CI shall be given one Admin user by Super user. The Admin shall have option to assign only Maker/Checker to users of CI.

Role management of Users:

- a) Nabard users: User shall login with AD credentials.
- b) External/CI users: Unique login ID for each user assigned by Admin user of CI. Common/ group email IDs shall not be used as login IDs. The user shall have option to select the role (Maker/checker/Normal user/Advanced user/Admin ) assigned by Admin/Super user.

The application should enable creation/deactivation of different user types:

a) Business users

- Maker- Rights with Data submission
- Checker – Accept/Reject submitted data with option for comments
- Normal User – View rights for specific reports
- Advanced User – Accept/Reject any return of particular department/all departments
- Designer – Creation/Modification of Returns and Reports

b) Admin Users

- Admin – Assign Maker/Checker role to users
- Super User – Rights for creation/deactivation of users and resetting credentials of all other users. He should be able to give view access to external agencies/ client institutions for data submitted by specific banks/ CIs. He should also be able to modify submitted data from frontend

- After creation of user or allotment of password by admin, user should be forced to change default password.
- Users should be able to reset/retrieve their passwords through forgot/reset password feature using Email and SMS.
- Super user should be able to generate user metrics
- AD integration/Single sign on (SSO) and Multi Factor Authentication (MFA) of module to enable Bank users login through AD credentials.

ix. RETURN creation/modification:

- a) The application should enable users at NABARD to create/develop customised returns and publish it to desired clients/users for data submission.
- b) Allow creation of data items with different input values such as Date, Integer, Float, Text etc with each field validating the data during submission.
- c) Enable admin users/development team/support engineer to add validations, business logic for various parameters in the return at front-end/UI. The system should allow to apply validations on data submitted during various periods, multiple tables etc
- d) The development team shall develop and modify Returns, Reports and handle any other requirements arising from time to time.
- e) Enable users and development team/support engineer to fetch data from multiple tables
- f) Enable users/ development team/support engineer to add formulas for calculations on return parameters
- g) Modification of existing returns by Designer and development team/support engineer : addition/deletion/change of parameters, validations, data fetch from tables, formulas to be enabled.
- h) The application should have ability to save data for later submission. (This is required to avoid loss of already filled data)
- i) Workflow mechanism (with Maker/Checker) to be visible to the user (maker) submitting data.
- j) Timestamp at every stage of return submission including rejected returns should be captured. All these timestamps should be retrievable in the reports.

- k) Validation check mechanism: During the entry of data by maker, the predefined sectional validations to be applied by the module and prompt maker with appropriate messages(validation error report) pointing to errors if any. The return shall move to next level/Checker, only after satisfying all the validations.
- l) The module shall allow Return submission through:
  - a. Manual data entry through portal
  - b. Manual file upload (xlsx, csv, jpeg, pdf, zip etc.) through portal
  - c. Automated Data Flow (ADF) channel

The module shall enable return submission through Bulk upload method wherever required.

- m) Exception Rules: Flexible prescription of due dates for the Returns by Super User at Front End on request.
  - n) Short videos and work flow for each return and report to be developed by Service provider and made available to end user at the respective return/report page and/or any other place decided by NABARD.
- x. REPORT generation methodology:
- a) All the reports will be developed using PowerBI. The required licenses for PowerBI will be provided by NABARD.
  - b) Reports to be generated/updated as per desired formats of departments at HO or adhoc reports based on submitted data.
  - c) Ability to generate aggregate reports at sector/regional/country level etc as per requirement of departments at HO and RO.
  - d) Frequency of every report will be decided by NABARD. The same will be shared with the successful Vendor. Vendor has to provide parameterized screen where NABARD should be able to change frequency of any report.
  - e) Drill Down facility for all reports should be made available
  - f) Output of reports may be exported into various format like text files (various delimited), word file, Excel, PDF, CSV etc.
  - g) Report should be able to be generated for any input period / For any CI /for any pre-defined geographical areas like state, region etc. with flexibility in selecting parameters for generation of reports for purpose of data blending.
  - h) Report generation must be facilitated with drag/drop facility to generate customized reports based on captured parameters from multiple returns.
  - i) Documentation to be provided by Vendor for Scope of work, Returns from which Report is obtained, Validations/calculations involved etc.
- xi. The development/modification of Returns/Reports shall be done initially in UAT environment (to be provided by NABARD) and deployed in production server after successful testing and confirmation by respective departments.
- xii. The solution should support installation of the applications in scope on Test Environment and assist NABARD or any third party agency authorized by NABARD in carrying out User Acceptance Test (UAT). Selected Vendor shall also develop and provide Test Cases (Unit, Integration and UAT) and Methodology acceptable to NABARD.

- xiii. The proposed application shall be implemented in the Nutanix Acropolis HCI environment in NABARD Data Centre.
- xiv. The data collected through DCMS must be stored in a centralised database. Further, data should be accessible using interfaces such as SQL Enterprise Manager, TOAD etc.
- xv. The application to be compatible for report generation through SAP-BO/Jasper etc
- xvi. The application should be capable of email integration with MS Office 365 using TLS authentication and SMS https API integration
- xvii. The application should be capable of UI based scheduling of alerts, reminders, notifications, advisories etc through automated and on demand SMS/Email.
- xviii. The SMS/Email alerts to be generated at predefined intervals before and after due date.
- xix. Project Documents, Application architecture diagrams, User Manuals, Technical manuals and short videos are to be provided for all the functionalities/modules/tools proposed for the solution separately. All these have to be updated whenever there are changes.
- xx. The vendor should provide user manuals and design (both returns and reports) manuals in both soft and hard copies.
- xxi. If there is any data gap, the solution should support manual upload from CI through an interface with maker-checker facility. (*Data gap means the input data items which are not directly available from CI's production system but are kept in records at CIs in any non-production system/mechanism.*)
- xxii. Security Aspects
  - a) The Solution should have web interface with all User Friendly and Security Features viz. Audit Trail, Access Control, Password Control, and Report Extraction Control etc. in line with such Policies of NABARD, which shall be defined and discussed with finally selected Vendor. Vendors should have clear understanding and acceptance of same.
  - b) The audit trail module to enable user to track, monitor and analyse the submission status of different returns/forms.
  - c) Audit trail to view all the errors occurred while using any feature.
  - d) Audit trail for each and every menu accessed and by which access is available to Super user.
  - e) Audit trail for each and every transaction/login details along with login name, date, time and Ip address is available to Super user.
  - f) Bidder has to meet the requirement of Audit/VAPT/CISO/CERT-In or any statutory/regulatory and other compliances before going Live.
  - g) Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security audit on regular basis. The Bidder/ OEM needs to fix and comply with the findings of the VAPT/IS Audit/Secure Coding Practices/CISO/CERT-In or any statutory/regulatory and other compliances in terms of the solution provided under this RFP
  - h) The bidder is expected to maintain coding standards as per best industry standards and bank reserves the right to audit the source code as per industry standards

### xxiii. Testing

Bidder would assist NABARD in the following:

- Functional tests to demonstrate that each component as well as entire completed system performs the functions as it is designed to function
- Automated Test Reports are to be shared by the Bidder before Go-Live
- Test Reports for any customization done to be provided along with Release notes. Test Reports should have reference to the proof of the system working as per the functionalities desired.
- Load tests to demonstrate the ability of the system to perform without performance degradation under maximum traffic load carrying conditions as defined in the OEM's specifications. Load Test, regression testing to be performed prior to Go-Live and the report to be shared with NABARD.
- Performance tests are to be conducted to demonstrate satisfactory performance during the testing phase prior to Go-Live
- The bidder shall conduct the tests, rectify any problems and provide a fully operational & efficient system.
- After complete testing by Bidder, UAT will be done by the depts. /offices of NABARD and later by a third party, if NABARD desires so.
- Bidder should obtain an official signed document accepting the system ("Final Systems Acceptance") from the NABARD's authorized personnel.
- Post Go-Live, bidder should provide development & test environment in NABARD's premises for on-going customization & testing.

### xxiv. DASHBOARD

The unified dashboard should have an integrated view that fetches and communicates required data in a clear manner. The dashboard should provide a single solution that provides high level visualisation of desired data in pre built formats in a dynamic manner while at the same time, also offering the various functionalities that user has been granted access to.

- a) Dashboard should have standard features and options to generate reports/outputs in various formats such as TEXT, MS-WORD, MS- EXCEL, XML, XBRL, JSON, PDF, PPT, CSV or any other formats as per requirement of NABARD.
- b) The Solution should provide facility for ad-hoc/self-service report generation to facilitate report design, generation, distribution and archiving. The solution should enable users to generate their own reports through queries on variety of parameters. Capability to store the already generated queries for future use should be available.

- c) Pictorial representation in the form of different graphs/charts and other visualisations available latest in the market may be provided to view the data.
  - d) The selected Vendor will implement BI and will enable various BI reports/Dashboard as per requirement of NABARD in coordination with DW team.
  - e) Availability of a chat bot on the dashboard to combine the functionality of Escalation management, Help section and the Contact Us feature.
- xxv. The system should have bi-lingual (English and Hindi) interface for navigation. All reports published/generated should also be bi-lingual.
- xxvi. Comprehensive training on the entire solution deployed along with customizations is to be provided to NABARD's project team & users (CIs and Internal departments) and must cover both classroom and hands on. Necessary training material and documents must be provided to the participants.
- xxvii. In case any bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and enterprise support charges to ensure compliance with the service levels defined in the RFP. The bidder shall take into consideration future takeover/ merger/ acquisition/ amalgamation of the open source software to/ by other company. The bidder should give an undertaking stating the continuation of support of the open source software delivered if any.
- xxviii. The vendor should provide application maintenance for error fixes, additions / modifications to the software to cater to changes to data sources and/or new reporting requirements during warranty and AMC period of the contract.
- xxix. The vendor should provide maintenance (AMC) for the entire installation ( software and database given as part of the solution) for a period of two years post warranty period. All the current and valid documentation from OEM/Vendor during the project period to be shared.
- xxx. The Vendor should be able to provide uninterrupted services at various offices of NABARD. The support team of the Bidder should ensure remote/online support to users of any RO/TE/CIs.
- xxxi. Defined Features (but not limited to):
- a. Ability of Multi Database Connectivity for pull/push of Data.
  - b. Ability for scheduling the period of extraction.
  - c. Ability for different extraction schedule for different application.
  - d. Ability for Concurrent extraction of multiple source data streams.
  - e. Ability to load full / incremental Data on required frequency.
  - f. Ability for Data Quality check & Cleansing.
  - g. Capable of generating Data Gap report (Missing Data/incomplete Data).
  - h. Audit trail of each process and users involved.

- i. Availability of user management module for creating role based access rights / privileges.
- j. Ability to create dynamic reports based on various data points captured as per requirement.
- k. Ability to create customized BI/EWS/Analytics reports as per requirement.

## **Training**

- i. Classroom training for NABARD and CI:  
The class room training shall involve theoretical and Hands on approach using UAT link. The Vendor shall share training material in soft copy to NABARD, which on review and acceptance from NABARD, shall be shared with participants of training.

Total Number of trainees from NABARD: 150

Total Number of trainees from CI: 1000

Number of Trainees per batch: 25

Total Number of batches from NABARD: 6

Total Number of batches from CI: 40

In addition to the above mentioned batches, any additional batches if required during the project period and extension if any will be arranged at the same cost. The training for NABARD/CI users shall be in HO/TEs/ROs/Other Training institutes identified by NABARD

The infrastructure for training including class rooms, desktops etc shall be provided by NABARD. The service provider may incur cost of Trainers and their logistic arrangements.

The cost of trainers, logistics and materials may be indicated on per batch basis by Bidder in the commercial proposal as per Annexure – L.

The training shall be in English and Hindi.

In addition to the conventional training materials (hardcopy, soft copy, link etc) short videos are to be provided for all the functionalities/modules/tools proposed for the solution separately, which shall be updated whenever there are changes.

## **Web-access Requirements**

- i. The services/portal developed during the period of contract and made accessible over internet will be setup by successful Vendor as per proposed solution.
- ii. The Application should be user-friendly, dynamic and flexible (for addition of new features, real time data in dashboard) and responsive. The maximum load time for each page, including report generation, should be 3 seconds across the various usage cycles. Application should have high throughput and low latency. The initial proposed TPS (Throughput per second) of the system is 500
- iii. Bank will provide Hardware in the NABARD Data Centre on Nutanix Acropolis HCI in Windows or Linux Server for hosting. All other requirements/licenses required to support the application shall be procured/ implemented/

configured by vendor in coordination with NABARD team. SSL Certificate will be provided by NABARD, the same will be installed by vendor at DC and DR Site.

- iv. The bidder is expected to develop a disaster recovery plan for restoration of the system in the event of any disaster or major incident. The Disaster recovery plan will be tested prior to go-live to verify DR readiness and then on every subsequent DR Drill conducted by Bank. The DR drill period and frequency will be decided by bank. The application should be able to switch to DR with minimal manual intervention. In coordination with NABARD, SI shall ensure smooth DR drill activity. The proposed Recovery Point Objective (RPO) is 30 mins and Recovery Time Objective (RTO) is 60 minutes. The SI, however, must ensure that there is 'Zero Data Loss'
- v. For the functionalities that require "occasional disconnected/offline" operations, solution/application may be designed to use a local persistent store/cache just for the purposes of offline capability and later sync as and when connectivity is restored. As connectivity becomes ubiquitous, less of such offline capabilities are needed.

#### **APIs and Data Integration requirements:**

- i. For integration with internal applications like ECM/DW/FAMS/CLMAS (NABARD's Core Banking Solution)/ Empower /RADP/NabNet/ERMS/SuperSoft etc for push/pull data.
- ii. For integration with external applications at CI, the Solution must have well defined APIs so that applications can invoke such APIs, as authorized by NABARD/CI based on requirement.
- iii. For integration with Statutory/Regulatory bodies or any organisation authorized by NABARD for data sharing through API/webservices at no extra cost.
- iv. The methodology will be adopted from case to case basis. In cases where external data can-not be fetched directly from CI's systems through implemented API/Solution, vendor will ensure that implemented solution is provisioned with facility to directly upload the delta/gap-data through maker/checker facility at CIs.
- v. The delta/gap-data may vary from CI to CI as such it is expected that implemented solution is dynamic and flexible in nature to avoid implementation issues in hindsight. Multiple data collection methods should coexist such as APIs, file uploads, bulk uploads, messaging services etc.

#### **Deliverables:**

1. Software package with system documents after customization
2. Original source code, Data dictionary and Database design. The same shall be updated for customizations.
3. All Master Data (Name of the Bank, districts, bank code, RO, Zones, sponsor banks, emails etc.) should be visible through at frontend and system to periodically update it.
4. User and quick reference manuals.

5. Training (Material + Hands on )
6. Perpetual Licenses with latest version of Application software or any other software required for development/deployment as well as maintaining the application post Go Live. ( Licenses for DB and Operating system shall be provided by the Bank, as sufficient number of Microsoft licenses are available with the Bank)
7. Two onsite Report engineers, Two onsite Development engineers and Two onsite support engineers. Any additional Report/support/Development engineers to be provided at same cost.  
The development team may consist of solution architect, business analyst, tester, DB designer, onsite development engineers and any other resource needed to make the team complete. The development engineers are required to work onsite , while other team members may work offsite and may be called onsite if required.

8. Project Phases and deliverables

<b>Phase</b>	<b>Project Specific Deliverables</b>
Delivery, installation and commissioning of software	Software package with documentation. Installation of software
Requirements Gathering and Analysis	Project Charter, Project Architecture and Project Plan. As Is report and Gap Assessment Report. Business Requirement (BR) Document- including the measures, dimensions, dimension hierarchy and granularity Functional Specification Document- the software components and their configuration to implement the business requirements Change Management Plan
Design	Data model in the tables in which source data is captured Data model for the reports table (dimension model) including summary tables if any Test Plan Detailed design document for Reports Data Mapping between source and target
Build and Test	Set up build environment Application code Preparation of Test cases and execution before Data migration for: Unit testing, Integration testing, Performance testing and user acceptance testing by the Service provider

	Application demo to the application owners and UAT before Data migration
Data Migration	Data migration plan with all required granular details and tools Preparation of test cases and execution Migration of Data from DCMS 1.0 to DCMS 2.0
UAT	Preparation of Test cases and execution post Data migration for: Unit testing, Integration testing, Performance testing and user acceptance testing by the Service provider Application demo to the application owners and UAT post Data migration.
Go-Live	Production Environment Readiness Release notes preparation Production Deployment and Support
Training	Master training for IT & HO Deptt users on report/return development, system and user management Training to other NABARD Officers Training to CIs users
Documentation	Though it is an ongoing activity, a complete documentation of the entire solution along with user manuals, hand-out and materials is supposed to be submitted within 3 weeks of Go-Live and versions/changes may be appended as and when required during the entire project period.
Production Support	Production Support for day-to-day issues Maintenance

### **Role of Onsite Engineers**

1. Have a clear understanding of technical and functional aspects of the application.
2. Create and Modify Returns and Reports as and when sought for.
3. Assist Users to create/modify Returns/Reports.
4. Modify published returns/reports as per the requirement of the departments.

5. Any creation/modification of Returns/Reports should be done in UAT and be deployed in Production after successful testing and confirmation by Department concerned.
6. Create/deactivate/reset credentials of users
7. Create Help documents (Text/Ppt/Video) for users
8. Create/update FAQ document regularly
9. Knowledge transition to the new support teams

All the above mentioned activities shall be performed by Onsite engineers at no additional cost.

## **Helpdesk**

Involves two components:

1. Ticketing tool/Complaint module:
  - a. Objective: Registration and management of technical/functional queries by users (CIs and NABARD)
  - b. The link for tool shall be provided in Home page of Web portal
  - c. To be integrated with office 365 Email and SMS
  - d. The tool shall have:
    - i. Complaint registration page: Captures User details such as Login ID, Name, Contact No, Email ID automatically from the database. The complaint description box, uploading support docs (pdf/jpg).
    - ii. Categorisation of Queries: Technical/Functional/ Department;
    - iii. Email/SMS alert facility for Users and Assignee
    - iv. Automated assignment of complaints to onsite engineers and Departments based on the query type.
2. Resource personnel/Support:
  - a. First point of contact for CIs/Nabard users for any Technical and functional queries
  - b. Shall coordinate between Users and Onsite engineers (Development/Report/Support) / Departments/DIT Ensure team.

## **Chapter 3 Criteria for Evaluation of Bids**

### **3.1 The evaluation process will include:**

- i. The Technical and Commercial evaluation shall have weightage of 70% and 30% respectively for final evaluation.
- ii. Technical evaluation of RFP response, which include scrutiny of proposal to ensure that the Vendor/Bidder meets the eligibility criteria, has implementation experience, solution offered complies with functional technical specifications.

The proposal submitted by the Bidders shall be evaluated on the basis of following 5 parameters which have been mentioned in detail in Annexure J :

Serial No.	Parameter	Marks Weightage
1	Technical Features	40
2	PoC	30
3	Presentation	15

4	Site Visit	10
5	Technical Document	Approach 5

- iii. The Commercial Bid of the technically qualified Vendors/Bidders will be opened on the date and time to be notified later.
- iv. The work order will be issued to the T1-L1 vendor subject to adherence to terms and conditions. The successful bidder shall acknowledge the receipt of the work order within 07 days from the date of work order and shall thereby confirm their acceptance of the work order in its entirety without exceptions by returning duplicate copy of work order duly signed and stamped in token of their acceptance. The bidder should start working on the project within 05 days of the acceptance of the work order failing which NABARD reserve the right to forfeit EMD amount from the successful bidder.
- v. The final decision regarding selection of Vendor/Bidder will be taken by NABARD.
- vi. The implementation of the project will commence upon successful signing of a contract between NABARD and the selected Vendor/Bidder. NABARD reserves the right to reject any or all proposals fully or partially. Similarly, NABARD reserves the right to include or not to include any Vendor/Bidder in the final short-list.

### 3.2 Technical Evaluation

- i. The Envelope containing technical bids will be opened and the bidders meeting eligibility criteria will be shortlisted.
- ii. The bidders need to explain their understanding of the project clearly in their technical proposal.
- iii. The technical evaluation will be done based on the parameter in Annexure-J.
- iv. All bidders scoring more than 70 marks (in technical criteria) will be selected as the Technically qualified bidders. In case, less than three bidders get more than 70 marks in the technical criteria, the top three bidders getting the maximum marks in technical capability will be given preference, subject to them getting at least 60 marks.
- v. Full marks i.e, 70 will be awarded to the bidder getting the highest marks.
- vi. Proportionate marks will be awarded to the other bidders as a percentage of the highest marks received.

### 3.3 Commercial Evaluation:

The details of commercial format has been given in Annexure L

Table 2: Weighted Total Price: -

S No	Name of the Projects/Individual components	Weightage
1@	DCMS software along with necessary licenses for a minimum three year warranty (Hardware to be provided by NABARD)	25
2*	Implementation including development of the forms and Reports (specified in Annexure V) etc. Efforts	

	involved may be categorized as following :-	6
	i. Activity and documentation related to SRS/BRD etc.	7
	ii. Development, deployment sample data migration and testing of returns, reports etc.	3
	iii. Integration with other systems of the Bank	4
	iv. Documentation of entire solution and process including help manual for all types of users	
3	Data Migration to Production	10
4	Training to NABARD and CI	10
5	Onsite Engineer cost#:	
	v. Development engineer	4
	vi. Report engineer	4
	vii. Support engineer	3
	viii. FTEs\$	2
	ix. Support Desk (along with tools if any)	2
6	AMC cost (AMC period would commence after expiry of warranty period).	20
	Total	100

@ DB and OS licenses will be provided by Bank

\* Out of total cost of implementation in serial no.2, cost of ADF implementation is Rs.....

# Number of resources and rate per resource may be indicated along with the total cost.

\$Post implementation, SI will have to provide for and factor in for all kind of services such as Solutioning, Preparation of BRDs, Database Designing, Tuning, Testing etc. and indicate the efforts converted into Full Time Equivalent (FTEs), as sought in commercial bid form, in addition to the resources sought onsite to ensure the delivery to the satisfaction of NABARD.

- i. Full marks i.e, 30 will be awarded to the bidder quoting the lowest price.
- ii. Proportionate marks will be awarded to other bidders as a percentage of the lowest quote.
- iii. Bid will be awarded L1 out of all qualified technical bidders subject to adherence to terms and conditions.

### 3.4 Overall assessment for calculation of L1:

- i Marks scored in Technical evaluation and Commercial evaluation will be added.

- ii The bidder scoring the highest marks will be L1.

## **Chapter 4**

### **4.1 Service Level Requirements**

1. The vendor should provide 24\*7 Support through Email and Phone without any additional cost to bank and as and when required by the Bank.
2. Vendor will provide on-site support for addressing application related issues, if required by the Bank.

### **3. Support Lines**

Service Description	
Support during Business Operation Hours of NABARD 8 AM to 8 PM (Monday to Friday)	Support through Telephone and Email
Support after Business Operation Hours of NABARD	Leave an email /SMS after regular business hours. All calls will be returned the following business day by 8 AM.
Time when scheduled maintenance will be performed	Scope & schedule to be agreed mutually with NABARD's Operations Team.

The successful bidder will submit SLA as per the format provided in [Annexure – R.](#)

## Chapter -5

### Delivery and Payment Schedule

#### 5.1 Expected Delivery Schedule

1. The bidder will return the duly signed duplicate copy of the Purchase order within 5 days from the date of purchase order.
2. All Schedules will be calculated from the Zero Date, i.e. Date of issue of Purchase Order.
3. The Signing of SLA contract should be completed within 15 days of acceptance of Purchase Order.
4. The project should Go-Live within 180 days of issue of Purchase Order and not later than 270 days under any circumstances.
5. Project period: 3 years warranty from date of Go-Live + 2 years AMC after expiry of warranty. However, the same should be extendable with maximum if the Bank so desires based on mutual agreement.

#### 5.2 Payment terms

Payment will be made in phased manner as under:

##### 5.2.1 DCMS software

- 50% of DCMS software cost on delivery and installation of necessary softwares along with licenses
- 20% of DCMS software cost on Go-Live
- 10% of DCMS software cost on completion of 1 year after Go-Live
- 10% of DCMS software cost on completion of 2 years after Go-Live
- 10% of DCMS software cost on completion of 3 years after Go-Live

5.2.2.a Implementation including development of forms and reports (except cost of “Documentation of entire solution and process including help manual for all types of users” as indicated in clause 2(iv) of the Commercial Form)

- 20% of Implementation cost on Pre-migration UAT sign off of 40% of returns and reports given in Annexure-V
- 30% of Implementation cost on Pre-migration UAT sign off of next 60% of returns and reports given in Annexure-V
- 20% of Implementation cost on Go-Live.
- 10% of Implementation cost on completion of 1 year after Go-Live
- 10% of Implementation cost on completion of 2 years after Go-Live
- 10% of Implementation cost on completion of 3 years after Go-Live

##### 5.2.2.b Implementation of ADF

- 50% of ADF Implementation cost on development of solution and UAT sign off
- 20% of ADF Implementation cost on Go-live of the solution in pilot CIs
- 30% of ADF Implementation cost on Go-Live of the solution in CIs prescribed by NABARD.

##### 5.2.2.c Documentation

- 70% of the cost on submission of Documentation of entire solution and process including help manual for all types of users
- 30% of the cost on acceptance by the competent authority

### 5.2.3 Data Migration

- 20% of Data Migration cost on Post-migration UAT sign off of 40% of returns and reports given in Annexure-V
- 30% of Data Migration cost on Post-migration UAT sign off of next 60% of returns and reports given in Annexure-V
- 50% of Data Migration cost on Go-Live.

### 5.2.4 Training to NABARD and CI

- 20% on acceptance of soft copy of training material from DIT
- 30% on completion of training to NABARD officers.
- 50% on completion of training to client institutions.

### 5.2.5 Onsite Engineer cost

- Shall be paid quarterly in the month following quarter

### 5.2.6 AMC cost

- Shall be paid quarterly in the month following quarter

2. Bids shall be quoted, and payment shall be made, in Indian Rupees only for the services
3. The bids shall be quoted exclusive of GST. The GST should be indicated separately as per the Commercial Bid Form given in [Annexure – L](#).
4. The rates quoted in the tenders shall be firm and shall not be subjected to variations on account of fluctuations in market rates, taxes or any other reasons whatsoever for the project period.

The Bank may extend the contract on terms agreed to by the Bank and the Vendor as per the cost quoted in Commercial Bid form. Under no circumstances, the bidder can quote price more than that provided in the Commercial Bid Form.

5. All payment will be made on quarterly basis.
6. No monthly rental
7. No additional payment apart from the tender bid value will be done under any circumstances.
8. All payments will be made by adopting electronic clearing system and electronic fund transfer.
9. Deduction of Income Tax, Goods and Services Tax and other applicable statutory duties would be as per the extant laws.

## **Chapter-6**

### **Other Important Terms and Conditions**

#### **1. Inspections and Tests**

The Bank shall have the right to inspect and test the solution to confirm their conformity to the Technical specifications, in which the bidder will have to provide necessary support.

#### **2. Bidder's Obligations**

i. The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

ii. The Bidder's representative & local office at Mumbai will be the contact point for the Bank.

iii. The Bidder will treat all data and information about the Bank, obtained in the execution of his responsibilities as confidential and will not reveal such information to any other party without the prior written approval of the Bank. The Bidder will submit Confidentiality Undertaking in format provided in [Annexure-F](#).

#### **3. Order Cancellation / Termination of Contract**

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time, by giving 30 days' notice to rectify the issues, in the event of one or more of the following conditions:

1. Delay in implementation of the Project beyond the specified periods for reasons solely ascribed to the bidder.
2. Breaches in the terms and conditions of the Purchase Order.
3. Project adversely affecting the Core Systems or Core Business of the Bank and the normal functioning of the Offices of the Bank.
4. Failing to upgrade any or all of the critical Software within the period(s) specified in the Contract or within any extension thereof granted by the Bank.
5. Failing to perform any other obligation(s) under the Contract.
6. Not providing after sales and maintenance services as per the SLA mentioned in Chapter 4 of the RFP and any tickets raised are not resolved within SLA timelines on more than three occasions.
7. Termination for Insolvency: if the Bidder becomes bankrupts or otherwise insolvent.

#### **4. Notice**

The Bank is at liberty to terminate the contract by giving 30 days' 'Notice' on failing to provide satisfactory services. If the bidder provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.

The Bank, without prejudice to any other remedy for breach of contract, by giving 30 days' written notice of default sent to the Vendor and if the Vendor fails to cure the default within the notice period, may terminate this Contract in whole or in part.

#### **5. Effect of Termination**

The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to the Bank or its designee to ensure smooth

handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.

i. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

ii. In case the bank wants to continue with the bidder's services after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

iii. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.

iv. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

## **6. Indemnity**

i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. The format for Letter of Indemnity is given in [Annexure-N](#).

ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, sub-contractors etc.

iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its client institutions and/or regulatory authorities.

iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

## **7. Liability of The Selected Bidder**

Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.

ii. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-

contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract

iii. However, the selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

iv. "Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to loss of income or profits."

## **8. Negligence**

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the selected bidder.

## **9. Force Majeure**

i. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is due to an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lock-outs, epidemic, pandemic and freight embargoes.

ii. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

iii. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations with each other in an endeavour to find a solution to the problem.

iv. Notwithstanding the above, the decision of the Bank shall be final and binding on the bidder.

## **10. Changes to RFP**

The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion up to the date of submission of bids.

The Bank reserves the right to extend the dates for submission of responses to this document. Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses.

**Preliminary Scrutiny** — The Bank will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Vendor and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

ii. **Clarification of Offer** — To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Vendor for clarification of their offer. The Bank has the right to disqualify the Vendor whose clarification is found not suitable to the proposed project. The Bank reserves the right to make any changes in the terms and conditions of RFP. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations.

iii. **Erasures or Alterations** — The offer 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. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

iv. **Pricing** — It is absolutely essential for the Vendor to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.

### **11. Information Ownership**

All information processed, stored, or transmitted by bidder belongs to the Bank. The bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

### **c12. Publicity**

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

### **13. Compliance with Laws**

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

ii. **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/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

#### **14. Resolution of Disputes**

i. All disputes and differences of any kind whatsoever arising out of or in connection with the Purchase Order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act, 1996.

ii. The Bidder will submit a Pre Contract Integrity Pact as per the format given in [Annexure-D](#).

#### **15. Jurisdiction**

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

#### **16. Privacy & Security Safeguards**

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

#### **17. Guarantees**

Bidder should guarantee that the software used to service the Bank are licensed and legal.

#### **18. Contract Re-Negotiation**

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

#### **19. Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

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

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract

## **20. Waiver**

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

## **21. Violation of Terms**

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

## **22. Non-Disclosure Information**

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with the Bank as per the prescribed format provided in [Annexure-E](#).

## **23. No Commitment to Accept Lowest or Any Offer/Bid**

BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. BANK will not be obliged to meet and have discussions with

any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

#### **24. Signing of The Bid**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

#### **25. Costs of Preparation & Submission of Bid**

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

#### **26. Confidentiality of The Bid Document**

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

#### **27. Disclaimer**

This RFP is not an offer by NABARD Bank, but an invitation to receive response from Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly Authorized officers of NABARD Bank with the Bidder.

#### **28. Standards of Performance:**

The bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with the generally accepted professional standards and practices. The bidder shall always act in respect of any matter relating to this contracts faithful advisor to Bank. The bidder shall always support and safeguard the legitimate interests of Bank, in any dealing with the third party. The bidder shall abide by all the provisions/acts/rules etc. of Information Technology law prevalent in the country. The bidder shall conform to the standards laid down in RFP in totality.

#### **29. Intellectual Property Rights:**

No services covered under the contract shall be sold or disposed by the bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar rights, or any charge mortgage or lien. The bidder shall indemnify the Bank, from all actions, costs, claim, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the bidder, Bank, shall be defended in the defense of any proceedings which may be brought in that connections.

#### **30. Miscellaneous:**

The end product of the work assignment carried out by the Bidder, in any form, will be the sole property of Bank. In the event the Bidder's company or the concerned division of the company is taken over/bought over by another company, all the obligations under the agreement with Bank, should be passed on the compliance by the new company new division in the negotiation for their transfer.

**Annexure-A**  
**Bid submission & Conformity Letter**

Note: This Bid Offer Covering letter should be on the letterhead of the Bidder and should be signed by an authorized person.

Date--/--/2022

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

Dear Sir/ Madam,

**Subject:** Response to RFP Ref No NB.HO.DIT/\_\_\_\_\_/ DIT-\_\_\_\_\_/2021-22 dated \_\_\_\_\_ for procuring Data Collection and Management System 2.0.

We, the undersigned bidder, having read and examined the aforesaid RFP document in detail, do hereby propose to extend the services as specified in the Tender document referenced above and submit the Technical bid and commercial bid inside separate envelopes in prescribed formats as per requirement.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

If our Bid is accepted, we will obtain the Performance Bank Guarantee from a Bank for a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that our prices are valid for entire project period and extended project period if any.

We further confirm that, until the Purchase Order is accepted, this Bid, together with NABARD's written acceptance thereof and the notification of Award shall constitute a binding Contract between us.

We also understand that we do not have any option to raise any objection against any of the said processes defined in the RFP in any future date.

We understand and accept that NABARD is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and NABARD's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We understand that the Bank is not bound to accept the lowest or any Bid received.  
Thanking you,

Yours sincerely,

Date  
Place

Signature of Authorised Signatory  
Name of Authorised Signatory  
Designation  
Name of the Organisation  
Seal

**Annexure-B**  
**Letter of Authorisation to Bid**

Ref No: \_\_\_\_\_

Date: --/--/2022

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

Dear Sir,

**Subject:** Authorization Letter for submitting bid documents.

REF: Your RFP \_\_\_\_\_ dated \_\_\_\_\_

This has reference to your above RFP for procuring Data Collection and Management System 2.0 with Five Years Contract Period post Go-Live. Mr/Mrs/Miss \_\_\_\_\_ is hereby authorised to submit the bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organisation for all the 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: This letter of authority should be on the letterhead of the principal 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 its bid.

**Annexure-C**  
**RFP Download Declaration**  
(On the organisation's letter head)

Ref No: \_\_\_\_\_

Date: --/--/2022

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

Sir,

Subject: .....

Kindly refer to your RFP No. .... published on the website *www.nabard.org* downloaded from electronic media. We wish to confirm that we have downloaded the complete RFP document from the website /electronic media. We shall submit the RFP document as per your prescribed specifications for Technical & Commercial Bid.

I/We have downloaded this RFP document from the internet site *www.nabard.org* electronic media and I/we have not tampered / modified the RFP forms in any manner. In case, if the same is found to be tampered / modified, I / we understand that my / our bid will be summarily rejected and full earnest money deposit, if any will be forfeited and I/we am/are liable to be banned from doing business with NABARD / other PSUs and/or prosecuted.

I /We shall submit a signed copy of the RFP, as a token of acceptance of all the terms & conditions mentioned in the RFP.

Yours Sincerely,

Date:

Signature of Tenderer with Seal:

Phone:

Fax No.:

E-mail address:

**Annexure-D**  
**Pre Contract Integrity Pact**  
(On Bond Paper Value of Rs 100/-)

**Between**

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

**And**

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

**Preamble**

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

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

**Section 1 – Commitments of the Buyer**

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

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

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

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

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer’s employees involved in the tender process or the execution of the contract or to any 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 Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyers, if any.
- e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

### **Section 4 – Compensation for Damages**

- (1) If the Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Buyer has terminated the contract according to Section 3, or if the Buyer is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **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 Buyer Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Buyer will enter into agreements with identical conditions as this one with all Bidders and Contractors

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

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

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

**Section 8 – Independent External Monitor**

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

The Independent External Monitor appointed for NABARD is :

<b>Shri Pramod Kumar Sangewar, IRSS (Retd)</b> H.No. 12-5-65/1, Flat No. 109 Sri Harsha Sethuram Unique Vijayapuri Colony, South Lalaguda, Secunderabad-500 017, Telangana State.	<b>OR</b>	<b>Dr. Sanjay Kumar Panda, IAS (Retd)</b> 515, Ward No.3 Sideshwar Sahi Cuttack City, Cuttack district Odisha - 753 008
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- (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 Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

#### **Section 9 – Pact Duration**

This 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 Buyer, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

BUYER  
Name of the Officer  
Designation  
NABARD

BIDDER  
Chief Executive Officer  
Organisation

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness  
1. \_\_\_\_\_

**Annexure-E**  
**Non-Disclosure Agreement Form**

On bond Paper Value Rs 100/-

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 Implementation partner, 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 System Integrator and NABARD are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Proposal to appoint an System Integrator for setting up a Data Collection and Management System 2.0 the scope of which is specified in RFP Ref No.NB.HO.DIT/ / DIT-034-1/2021-22 dated \_\_\_\_\_ 2022 and whereas \_\_\_\_\_ (Name of Vendor) has through an RFP process, bid for the work. 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 System Integrator some Confidential Information (as hereinafter defined), to enable the System Integrator to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").

2. The System Integrator 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 System Integrator 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 System Integrator 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 System Integrator during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the System Integrator 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 System Integrator 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 System Integrator 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 System Integrator from a source other than NABARD without any obligation of confidentiality,

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

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

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

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

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

In the event System Integrator is legally compelled to disclose any Confidential Information, System Integrator shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. System Integrator 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 System Integrator 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 System Integrator 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 System Integrator who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The System Integrator shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The System Integrator 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 System Integrator 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 System Integrator 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 System Integrator 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 System Integrator agrees and undertake to treat Confidential Information as confidential for a period of [five (5)] 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 System Integrator acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the System Integrator 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 used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

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

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

- a. Suspension of access privileges
- b. Change of personnel assigned to the job

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

d. Termination of contract

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

## **8. Entire Agreement, Amendment, Assignment**

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

## **9. Miscellaneous**

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

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

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

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

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of

the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

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

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

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

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

#### 10. Suggestions and Feedback

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

#### 11. Governing Law

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

#### 12. General

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

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

For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

Name :

Designation :

Place :

Signature

For and on behalf of  
\_\_\_\_\_ Ltd

Name :

Designation:

Place:

Signature

IN THE PRESENCE OF

Signature

Name:

Date: Signature

Name:

Date:

**Annexure-F**  
**Confidentiality Undertaking**

Ref No: \_\_\_\_\_

Date:--/--/2022

The Chief General Manager  
National Bank for Agriculture and Rural Development  
Department of Information Technology, 5<sup>th</sup> floor, C Wing  
C-24, 'G' Block, Bandra-kurla Complex,  
P.B. No. 8121, Bandra (East),  
Mumbai - 400 051.

Dear Sir,

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for procurement of Data Collection and Management System 2.0, we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to NABARD and its business that is provided to us pursuant to this Undertaking.

In consideration of you providing opportunity to us to bid, and for this purpose making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than the following:-
  - With your prior written consent, such consent not to be unreasonably withheld;
  - To the extent that such disclosure is required by law;
  - To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
  - To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.
4. We shall not disclose or divulge any of the Confidential Information to any other client of \_\_\_\_\_ (name of product vendor / implementation partner)
5. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.

6. This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

Yours Sincerely

Signature and Stamp of Company

Authorised Signatory

Designation:

Date:

**Annexure-G**  
**Non-Blacklisting / Non –Debarment Declaration**  
(On the Organisation’s letterhead)

**Part A. In the case of a Proprietary Concern:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. \_\_\_\_\_ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list/debarred since 01.04.2019 declared by any Bank, Financial Institution, Govt.'s Vendor Black List or debarred except as indicated below:

(Here give particulars of blacklisting/debarment and in absence thereof state “NIL”)

**Part B. In the case of a Partnership Firm:**

We hereby declare that neither we, M/s. \_\_\_\_\_, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist/debarred since 01.04.2019 declared by any Bank, Financial Institution, Govt's Vendor Black List or debarred, except as indicated below

(Here give particulars of blacklisting/debarment and in the absence thereof state “NIL”)

**Part C. In the case of Company:**

We hereby declare that we have not been placed on any black list/debarred since 01.04.2019 declared by any Bank, Financial Institution, Govt's Vendor Black List or debarred, except as indicated below:

(Here give particulars of black listing/debarment and in the absence thereof state “NIL”)

\* We hereby declare that, we have not withdrawn any bid after being selected as L1

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

Place: Signature of Bidder: \_\_\_\_\_

Date: Name of Signatory: \_\_\_\_\_

**Annexure-H**  
**Bidder's Minimum Eligibility Criteria Check list**

Sr. No.	Criteria	Supporting documents required as proof to be submitted
1	The Bidder is registered as a company in India for providing IT solutions as per Companies Act 1956 and exists for at least 3 years with all necessary a valid sales/ GST registration	(i) Copy of the certificate of incorporation and certificate of commencement of business issued by the Registrar of Companies.  (ii) Evidence for ST/GST registration.  (iii) Certificate from authorized signatory/ Company Secretary of the bidder indicating that they are in IT Solution for last 3 years
2	The bidder should have minimum experience of implementing DCMS or similar solution in India for last three years as on the date of the RFP.	Statutory auditor certificate indicating that bidder is in DCMS services in India for last three years.
3	The Bidder must have an average turnover of minimum Rs.50 crore during last three financial year(s) 2018-19, 2019-20 and 2020-21	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.
4	The Bidder should be profitable organization for atleast one out of last 3 financial years operating PAT. Should have positive networth for last 3 financial years	Copy of the audited balance sheets along with profit and loss statement for corresponding years. Certificate of the Chartered Accountant may be provided for latest financial year, in case audited balance sheet isn't available.
5	The bidder should neither have been placed on black list/debarred declared by any Bank, Financial Institution, Govt.'s Vendor Black List since 01.04.2019 nor has	Bidder should submit a declaration to the effect as per the format provided in <a href="#">Annexure-G</a> on its letter head. If this declaration is found to be false, the Bank

	withdrawn its bid after being selected as L1.	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
6	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required)	1. 2. 3
7	a) The bidder must be providing DCMS or similar solution for 3 customers, of which atleast one in India as on RFP date.	PO or Credential letter from customers who have implemented DCMS or similar solution from the vendor to be submitted.
8	No Partnership / Consortium bidding is allowed.	Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory
9	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the Bid signing in favour of Bidder representative who would be signing all the pages of the bid.	Board Resolution / authorization letter from the board of directors / or Power of Attorney to be submitted.
10	The bidder should submit Pre-Contract Integrity Pact as per format provided in the RFP.	Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (to be borne by the bidder) as per format given in Annexure –D need to be enclosed.
11	Details of Qualified professionals on the role of the firm handling DCMS/ADF/Similar scale MIS projects/Report development	List to be provided by Company's HR department
	<ul style="list-style-type: none"> <li>• More than 20 professionals</li> </ul>	

	<ul style="list-style-type: none"> <li>• Above 10 to 20 professionals</li> <li>• Less than 10 professionals</li> </ul>	
12	<ul style="list-style-type: none"> <li>• The bidder should not have been debarred from bidding in any previous bidding.</li> </ul>	Non-debarment undertaking shall be furnished on the letterhead of the bidder.

**Annexure- I**  
**Format for furnishing Bank Guarantee In lieu of Earnest Money Deposit**

Ref No.....

Dated: --/--/2022

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

Dear Sir

WHEREAS the National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as NABARD, which expression shall, include its successors and assigns) has invited tenders for implementation of Data Collection and Management System 2.0.

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

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

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

In the premises aforesaid and in consideration of NABARD having agreed at our request to exempt the tenderer from depositing the said Bid Security (BS) in cash. We, \_\_\_\_\_ Bank having our Head Office at \_\_\_\_\_ and one of our Branches at \_\_\_\_\_ do hereby unconditionally and irrevocably guarantee unto the NABARD that the Tenderer will execute the Agreement soon upon acceptance of the tender by NABARD and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions

of the said tender (read with any amendments made thereto by mutual consent of NABARD and the Tenderer) and supply the said software in the satisfaction of the NABARD / its Consultants within the time stipulated therein, failing which WE the \_\_\_\_\_ Bank shall, on demand and without demur, pay unto the NABARD the sum of Rs. -----/- (Rupees----- only) at its office at Mumbai.

We \_\_\_\_\_ Bank further covenant that:

- (a) We shall pay the aforesaid sum on demand made in writing by NABARD without reference to the Tenderers and notwithstanding any dispute or difference that may exist or arise between the NABARD and the tenderers;
- (b) that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABARD.
- (c) that the decision of NABARD on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;
- (d) that the notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;
- (e) that any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by NABARD to the Tenderer or any variation in the said tender / contract terms made by mutual agreement between NABARD and the Tenderer or any other act or deed on the part of NABARD which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender / contract or by payment of the sum.
- (f) that this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the tenderers to submit the said tender and enter into the said contract or any change in the constitution or dissolution of the Tenderers or change in its name;
- (g) that it shall not be necessary for NABARD to exhaust its remedies against the Tenderers before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which the NABARD may have obtained or may hereafter be obtained from the Tenderers at the time when this guarantee is invoked is outstanding and unrealized;
- (h) that we hereby agree that this guarantee shall be valid and be in force for a period of 180 days, i.e. up to \_\_\_\_\_ and we hereby agree to renew this guarantee for such further period or periods at the request of NABARD in the event of the works specified in the Tender are finally

awarded to the Tenderers and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.

(i) Any claim arising under this guarantee shall be preferred by NABARD within a period of six months from the aforesaid date of expiry i.e. \_\_\_\_\_ or, in the event of any renewal, within a period of six months from the date of expiry of such renewed period extended by such renewal, and unless the claim is so preferred against us, we shall stand discharged of all our liabilities hereunder.

***Yours faithfully***

***For and on behalf of***  
***\_\_\_\_\_ Bank***  
***(Authorized Official)***

**Annexure – J**

**Technical Bid Form**

1. Technical Features :

<b>Sl.No</b>	<b>Description</b>	<b>Mandato ry (M)/Desi rable (D)</b>	<b>Bidder's Response</b>	<b>Remarks</b>
1.	Number of years of operation	5 to 7 years 7+ to 10 years 10+ years	<b>M</b>	
2.	Number of years of operation in Data Collection & Management system (or similar solution) and ADF	3 to 5 years 5+ to 7 years 7+ years	<b>M</b>	
3.	Organisati on level certifications done by the company: CMMI Level	Level 4 Level 5	<b>D</b>	
4.	Organisation level certifications done by the company: ISO 9001 Certification		<b>M</b>	Please mention the certification year (Certification year 2008/2015) (5,10)
5.	Organisation level certifications done by the company: ISO/IEC 27001 Certification		<b>M</b>	Please mention the certification year (Certif

					ication year 2005/2013 )
6.	Head count of the technical resources of the company in India	20 to 50	<b>M</b>		
		51 to 150			
		150+			
7.	Head count of the technical resources experie nced in DCMS or similar solution/ ADF in India	5 to 50	<b>M</b>		
		51 to 100			
		100+			
8.	Count of the personnel certified in IT domain, technolo gy related to DCMS or similar solution and ADF e.g pmp, Architect ure, bfsi certificati ons, Analytics certificati ons etc	1 to 5	<b>M</b>		
		6 to 25			
		25+			
9.	Profile of the identified Project Manager with certifications, experience		<b>M</b>		

10.	Profile of each identified team member with minimum 2 years experience in DCMS/ADF and other relevant technologies		<b>M</b>		
11.	a) References from the clients served in the past for DCMS or similar solution		<b>M</b>		*marks to be altered for 11.a , b
		4 to 6			
		7 to 10			
		10+			
	b) Reference from BFSI/Govt organisations for DCMS or similar solution	1 to 2			
		3 to 4			
		4+			
12.	The Application/Software should meet the OWASP top ten criteria		<b>M</b>		
13.	Usage of Emerging Technologies (Analytics/BI/AI/ ML/ RPA or any other relevant technologies) in the solution proposed.		<b>M</b>		
14.	<b>Experience of Onsite Development engineer</b>	4 to 5 yrs			
		5+ to 6 yrs			
		6+ yrs			
15.	<b>Experience of Onsite Report engineer</b>	3 to 4 yrs			
		4+ to 5 yrs			
		5+ yrs			
16.	Open source technologies with enterprise version/ license backed by professional support and under Long Term Support (LTS)		<b>M</b>		<b>Please mention the type of open-source technologies/licenses proposed in the solution</b>

2 . POC Evaluation Parameters:

PoC involves creation of sample Return and Report

<b>Sl.No</b>	<b>Description</b>
1.	Understanding of NABARD's requirements for DCMS and ADF.
2.	Development methodology/Approach and development of Returns and Reports
3.	Coverage of features, functionalities, user friendliness, UI/UX etc
4.	Usage of tools, technology and process
5.	Data migration from existing database to new one.
6.	Utilization of migrated Data in the Returns/Reports
7.	Demonstration

3. Presentation Evaluation Parameters :

<b>Sl.No</b>	<b>Description</b>
1	Introduction of company, capabilities, clientele etc
2	Understanding of NABARD and its functioning
3	Understanding of : a. existing DCMS solution b. NABARD's IT ecosystem c. DCMS user base
4	Features and capabilities of the solution offered.
5	Past challenges faced by the bidder and resolution offered.
6	Implementation methodology
7	Testing and Data Migration Audit Methodology.

8	Project Management Methodology and Project Timelines along with detailed Project Management Plan.
9	Resource deployment plan
10	Exit methodology

4. Interaction with Customer and feedback :

Interaction/site visit will be conducted to verify and supplement the information provided by the bidder in response to the RFP. Feedback from the client regarding the implementation of the project and services provided by bidder during the project period will be considered for evaluation.

**Bidder Name:**

**Client 1 –**

**Client 2 –**

**Client 3 –**

Sr No	Criteria ( each item has maximum 10 marks)	Client	Avg marks**
1	Type of organization		
2	Workflow of the system: Data collection, processing, storage and analytics		
3	Return/Report development		
4	ADF implementation		
5	Integration with other applications including Email & SMS		
6	Ease of Use of system and User satisfaction		
7	AMC, Onsite support		
8	Responsiveness of the Vendor, Speed of delivery with Quality		
9	Functional and Requirement Understanding		
10	Performance of the System		

\*\* Average is taken only of entities where feature is present

#### 5. Technical Approach Document :

The bidder should provide the details of methodology for requirement gathering, architecture design, project implementation, coverage of Scope of work, Data migration, Phasing and timelines, resource deployment, upgrading, patching, response to sprint requirements, documentation, training, delivery, support mechanism etc along with all the tools which will be used for development, UAT, PT and other similar activities.

The bidder shall provide details on handling Work From scenario i.e, Remote collaboration capabilities for support engineers.

Documentary evidence to be furnished by bidders for all the responses provided against Column : “Bidder’s Response”.

Authorised Signatory of the Bidder with Seal

Date:

Place:

#### 6. Other Mandatory Technical Features:

	<b>USER MANAGEMENT</b>
1.	USER Management: The application should enable creation/ deactivation of different user types:
2.	<ul style="list-style-type: none"><li>• Maker- Rights with Data submission</li></ul>
3.	<ul style="list-style-type: none"><li>• Checker – Accept/Reject submitted data with option for comments</li></ul>
4.	<ul style="list-style-type: none"><li>• Admin – Assign Maker/ Checker role to users</li></ul>
5.	<ul style="list-style-type: none"><li>• Advanced User – Accept/ Reject any return of particular department/ all departments</li></ul>
6.	<ul style="list-style-type: none"><li>• Normal User – View rights for specific reports</li></ul>
7.	<ul style="list-style-type: none"><li>• Super User – Rights for creation/ deactivation of users and resetting credentials of all other users</li></ul>
8.	<ul style="list-style-type: none"><li>• Only the users created by Super User shall be assigned maker/ Checker/ Admin/ Advanced User/Normal user roles</li></ul>
9.	Automated password management for online password generation through Email and SMS.
10.	Email integration with MS Office 365 using TLS authentication and SMS https API integration
11.	Super user should be able to generate user metrics
12.	AD integration for automated assignment of users to Depts
13.	Onboarding of Users of Cis
	<b>RETURN : creation/ modification:</b>

14.	The application should enable users at NABARD to create/develop customised returns and publish it to desired clients/users for data submission.
15.	Allow creation of data items with different input values such as Date, Integer, Float, Text etc with each field validating the data during submission.
16.	Enable admin users/support engineer to add validations for various parameters in the return. The system should allow to apply validations on data submitted during various periods, multiple tables etc
17.	The AMC support shall develop/modify Returns and Reports.
18.	Enable users/support to fetch data from multiple tables
19.	Enable users/support to add formulas for calculations on return parameters
20.	Modification of existing returns by users/AMC support: addition/deletion / change of parameters, validations, data fetch from tables, formulas to be enabled.
21.	The application should have ability to save data for later submission. (This is required to avoid loss of already filled data)
22.	Facility for prescribing different due dates for the same return for different months/quarters.
23.	Workflow mechanism (with Maker/Checker) to be visible to the user (maker) submitting data.
	<b>Validation check mechanism:</b>
24.	On submission of return by User (Maker), the system should apply pre-defined validations on submitted data and prompt maker with appropriate messages pointing to errors if any. The return shall move to next level/Checker, only after satisfying all the validations
25.	Project Documents, Application architecture diagrams, User Manuals and Technical manuals are to be provided for all the functionalities/modules/tools proposed for the solution separately
26.	<b>REPORT generation methodology:</b>
27.	Reports to be generated/ updated as per desired formats of departments or adhoc reports based on submitted data
28.	Ability to generate aggregate reports at sector/regional/country level etc as per requirement of departments.
29.	Application has to provide parameterized screen where Bank should be able to change frequency of any report
30.	Drill Down facility for all reports should be made available
31.	Output of reports may be exported into various format like text files (various delimited), word file, Excel, PDF, CSV etc.
32.	Report should be able to be generated for any input period / For any CI /for any pre-defined geographical areas like state, region etc. with flexibility in selecting parameters for generation of reports for purpose of data blending
33.	Report generation must be facilitated with drag/drop facility to generate customized reports based on captured parameters from multiple returns.
34.	The proposed application shall be implemented in the Nutanix Acropolis HCI environment in NABARD Data Centre.
35.	The data collected through DCMS must be stored in a centralised database. Further, data should be accessible using interfaces such as SQL Enterprise Manager, TOAD etc
36.	The application to have an interface of the database for “SAP-Business Objects Enterprise” to facilitate report generation.

37.	The application should be capable of sending automated and on demand SMS/Email alerts to maker/checker on Data submission/ pending by Internal/ External users
38.	If there is any data gap, the solution should support manual upload from CI through an interface with maker-checker facility. (Data gap means the input data items which are not directly available from CI's production system but are kept in records at CIs in any non-production system/mechanism. )
	<b>Security Aspects</b>
39.	The Solution should have web interface with all User Friendly and Security Features viz. Audit Trail, Access Control, Password Control, and Report Extraction Control etc. in line with such Policies of NABARD, which shall be defined and discussed with finally selected Vendor.
40.	The audit trail module to enable user to track, monitor and analyse the submission status of different returns/forms
41.	Audit trail to view all the errors occurred while using any feature
42.	Audit trail for each and every menu accessed and by which access is available to Super user.
43.	Audit trail for each and every transaction/login details along with login name, date, time and Ip address is available to Super user.
44.	Bidder has to meet the requirement of VAPT before going Live.
45.	The bidder is expected to maintain coding standards as per best industry standards and bank reserves the right to audit the source code for industry standards
	<b>DASHBOARD &amp; VISUALIZATION</b>
46.	The unified dashboard should have an integrated view that fetches and communicates required data in a clear manner.
47.	The dashboard should provide a single solution that provides high level visualisation of desired data in pre built formats in a dynamic manner while at the same time, also offering the various functionalities that user has been granted access to.
48.	Dashboard should have standard features and options to generate reports/outputs in various formats such as TEXT, MS-WORD, MS- EXCEL, XML, XBRL, JSON, PDF, PPT, CSV or any other formats as per requirement of NABARD.
49.	The Solution should provide facility for ad-hoc/self-service report generation to facilitate report design, generation, distribution and archiving.
50.	The solution should enable users to generate their own reports through queries on variety of parameters.
51.	Capability to store the already generated queries for future use should be available.
52.	Pictorial representation in the form of different graphs/charts and other visualisations available latest in the market may be provided to view the data.
53.	The selected Vendor will implement BI and will enable various BI reports/Dashboard as per requirement of BANK in coordination with DW team.
54.	Availability of a chat bot on the dashboard to combine the functionality of Escalation management, Help section and the Contact Us feature.
55.	The system should have bi-lingual (English and Hindi) interface for navigation. All reports published/generated should also be bi-lingual.
56.	Comprehensive training on the entire solution deployed along with customizations is to be provided to BANK's project team & users (CIs and Internal departments) and must cover both classroom and hands on.

	Necessary training material and documents must be provided to the participants.
57.	System should have GUI capability to provide an entirely graphical environment for the creation and modification of returns/ reports/dashboard etc
58.	Systems must be user-friendly
	<b>ADF capability</b>
59.	Application should have Capability to pull/push information
60.	Must be able to integrate with multiple applications / systems within the Bank and with Cis
61.	Must have capability various APIs as and when needed
62.	The solution should be capable of auto updates, if approved
63.	Should support Domain Authentication and should support existing AD platform in NABARD.
64.	System should support Multiple platform viz. Windows, Linux, AIX OS.
65.	Should be capable to integrate seamlessly with other applications running in NABARD like CLMAS,TALMS,OSS,HRMS,Data Collector etc.
66.	Shall support Multi time zone support
67.	Should be scalable to support 100 of million documents in future.
68.	System should be designed for 24*7 availability and must be up and running under any circumstances.
69.	System should have features of fault tolerance
70.	System should support all types of electronic files, including MS Office, Tiff, JPEG, BMP, PDF ...etc without having the respective application installed.
71.	System shall support integration between servers distributed geographically (i.e. in separate locations) and logically (i.e. separate repositories)
72.	The system shall be able to handle Tera-bytes of data with search time less than 5 seconds
73.	The system should be able to handle 2500 concurrent users.
74.	The system shall support highly scalable storage capacity
75.	The system shall be Unicode compliant for supporting different languages (at least Hindi and English)
76.	System shall provide GUI tools for development and deployment of visualisations on dashboard.
77.	System should support HTTP, LDAP and SSL standards in addition to XML
78.	Must provide an extensive and comprehensive API suite for data capturing and sharing .
79.	System should allow web interface to be easily configurable and customisable.
80.	The support shall provide a mechanism to deploy seamlessly all changes for migration from development to production environments.
81.	System should provide mechanism of load balancing between servers
82.	System should provide benchmark reports to indicate scalability of solution
83.	The web interface must support Internet Explorer, Safari, Chrome, and Firefox,Microsoft Edge
84.	System should have the capability to be accessed through mobile
85.	Users must be able to view reports without any browser plug-ins requirements.
86.	The web interface shall be customizable for end users enabling them to use from a range of visualizations to define.
87.	The system should integrate with MS Outlook or other email clients.

88.	The system must support a configurable session timeout which forces a user to log back in after a period of time to ensure security. This shall be accomplished without losing user's work.
89.	The system should be easy to handle from administrator as well as user point of view.
90.	System should be robust.
91.	System should have the capability of giving warnings or messages etc., to guide the user.
92.	System should have the capability of giving warnings or messages etc., to guide the administrator.
93.	The system shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database
94.	The system shall have a facility to define password policy with extensive password validations like passwords must be of minimum 8 characters, shall be alphanumeric, locking of user-id after three un-successful attempts, password expiry, password history so that passwords are not same as previous passwords etc.
95.	System should have a full audit trail on all processes
96.	The system shall allow the definition of sub system administrators such that only certain administrative functions are assigned to different users or groups of users.
97.	Admin should be able to assign rights to different class of users.
98.	It should be possible to assign the access levels to individual users and groups of users.
99.	The system must also provide support for role-based security.
100.	The system must support the ability to authenticate users using standard credentials and/or advanced means of authentication leveraging industry leading authentication and single/dual factor signin frameworks.
101.	The audit trail must contain information such as the event performed, the user who performed the action, and the date/time stamp.
102.	The audit system shall support the capability to generate queries and reports.
103.	The system must support multiple authentication sources at the same time, such as connecting to multiple LDAP/Security Providers where different groups are defined (internal, external...etc).
104.	Must also provide support for role-based security
105.	System must be capable to capture and securely store electronic signatures associate with any content or process step
106.	The workflow management system shall provide graphical and tabular tools to view progress of each individual process
107.	User should be able to configure dashboard without any coding.
108.	There should not be any limit on the number of reports/returns that can be created
109.	User shall be able to drill down in a report for specific information analysis
110.	The workflow management system shall support users drill down from a higher level view of business processes to lower level details.
111.	The workflow management system shall support statistical reports like Total turnaround time and delay report for complete process or specific work stages
112.	The interface shall give a flexibility to toggle between graphical and tabular view and tile different windows in the same interface

113.	Automates data archival according to storage policies based on business value and information
114.	Migration logs and audit trails should be provided so that content is traceable.
115.	Content Storage policy should be possible to execute as a result of system events, as a part of batch processing, or on demand
116.	Administrator should be able to control storage allocation of content based in any default or custom attribute.
117.	System should be able to disable the copy/paste and screen capture capabilities
118.	System should water mark pages if printing privileges are granted
119.	It should secure information created in native application file formats such as PDF, Microsoft Word, Excel, CSV, PowerPoint and Microsoft outlook etc.
120.	The system shall provide facility to generate Audit trails on separate actions, and between specific date/times
121.	The system shall give flexibility to administrator to do selective logging i.e. suspend and resume audit trail generation for specific system and user activities.
122.	The application shall log all the actions done by individual users with user name, date and time and the administrator shall be able to generate detailed audit logs and history of the process instance.
123.	The System shall support integration based on standards such as XML
124.	The System shall support message-based collaboration based on protocols such as HTTP, FTP and SMTP
125.	The System shall support integration with Email Servers /SMS API.
126.	The System shall support Web services
127.	The System shall enable the work items to access the Web methods of a remotely deployed web service
128.	System should Lock user after several incorrect password attempts
129.	System should support for use of O/S security schema
130.	It should support for writing add-ins for integration with other systems and facility to insert a menu for add-on
131.	System should be highly scalable from a few users to thousands of users across a distributed network
132.	System should be able to reduce turnaround time (TAT) for each process.
133.	System should ensure the availability of the returns/reports 24x7x365.

**Annexure – K**  
**Bank Mandate Form**  
*(To be submitted in Duplicate)*

1	Name of Bidder			
2	Address of the Bidder			
	City		E-mail id	
	Pin Code		Mobile:No.	
	Phone No. with STD code			
3	Permanent Account Number of Company			
4	GST Number			
5	MSE Registration / CA Certificate 3 (if applicable)			

**5. Particulars of Bank account:**

Bidder Name in Bank Account																				
Bank Name					Branch Name															
Branch Place					Branch City															
PIN Code					Branch Code															
MICR No.																				
Account type	Saving				Current				Cash Credit											
Account No. <i>as appearing in the Cheque book)</i>																				
<b>Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number</b>																				
IFSC CODE	For RTGS transfer								For NEFT transfer											

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

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Signature of the party / Authorized Signatory

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

Bank's stamp

Authorised Signatory of the Bidder with Seal

Date:

Place:

**Annexure – L**  
**Commercial Bid Form**

The commercial bid should contain the total project cost, on a fixed cost basis. NABARD will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, air fares, train fares etc. The format for the commercial bid is given below:

<b>S No</b>	<b>Name of the Projects/Individual components</b>	<b>Weightage</b>	<b>Cost(INR)(exclusive of taxes) Valid for project/contract period</b>
1@	DCMS software along with necessary licenses for a minimum three year warranty (Hardware to be provided by NABARD)	25	
2*	Implementation including development of the forms and Reports (specified in Annexure V) etc. Efforts involved may be categorized as following :- i. Activity and documentation related to SRS/BRD etc. ii. Development, deployment sample data migration and testing of returns, reports etc. iii. Integration with other systems of the Bank iv. Documentation of entire solution and process including help manual for all types of users	6 7 3 4	
3	Data Migration to Production	10	
4	Training to NABARD and CI	10	
5	Onsite Engineer cost#: v. Development engineer vi. Report engineer vii. Support engineer viii. FTEs\$ ix. Support Desk (along with tools if any)	4 4 3 2 2	
6	AMC cost (AMC period would commence after expiry of warranty period).	20	
	<b>Total</b>	<b>100</b>	

@ DB and OS licenses will be provided by Bank

\* Out of total cost of implementation in serial no.2, cost of ADF implementation is Rs.....

# Number of resources and rate per resource may be indicated along with the total cost.

\$Post implementation, SI will have to provide for and factor in for all kind of services such as Solutioning, Preparation of BRDs, Database Designing, Tuning, Testing etc. and indicate the efforts converted into Full Time Equivalents (FTEs), as sought in commercial bid form, in addition to the resources sought onsite to ensure the delivery to the satisfaction of NABARD.

Taxes will be as per applicable rates.

**Name and Signature of the Bidder:**

**Business Address:**

**Date:**

**Place:**

**Annexure-M  
Escalation Matrix**

**1.Name of organisation:** \_\_\_\_\_

Sl.no	Name	Designation	Full Office Address	Phone No	Mobile No	Email Address
1		First Level Contact				
2		Second Level Contact (if response is not received in 24 Hours)				
3		Regional /Zonal Head (if response is not received in 48 Hours)				
4		Country head (if response is not received in 1 week)				

Any change in designation. substitution will be informed to the bank immediately

Signature:

Name of Representative:

Designation:

Company Seal:

**Annexure-N**  
**Letter of Indemnity and Undertaking**

(To be submitted by the successful bidder)

Ref No: \_\_\_\_\_

Date:--/--/2022

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

Dear Sir

**Subject:** \_\_\_\_\_

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to procure Data Collection and Management software 2.0, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the \_\_\_\_\_ Limited hereby declare and certify that we are the rightful owners/ licensees of the said solution offered for sale to NABARD and that the sale of the said solution to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said \_\_\_\_\_ Limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorised persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said \_\_\_\_\_ Limited hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any third party claims in respect of any damages

or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said \_\_\_\_\_ Limited hereby also shall agree that we, at our own expense, defend and indemnify NABARD against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the us and against any and all claims by employees, workmen, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said \_\_\_\_\_ Limited shall indemnify, protect and save NABARD and hold NABARD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees, its agents, or employees of the partner's in the performance of the services provided in pursuance of this RFP (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

We, the said \_\_\_\_\_ Limited shall further indemnify NABARD against any loss or damage to NABARD's premises or property, data, loss of life, etc., due to the acts of the Bidder's employees or representatives.

We, the said \_\_\_\_\_ Limited shall further indemnify NABARD against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on NABARD for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) NABARD notifies the bidder in writing in a reasonable time frame on being aware of such claim, (ii) the Bidder has sole control of defence and all related settlement negotiations, (iii) NABARD provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) NABARD does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to NABARD's (and/or its customers, users and service providers) rights, interest and reputation.

Further, since NABARD's data could be integrated/used under our software and since we would be managing the services, We, the said \_\_\_\_\_ Limited shall be responsible for any loss/compromise or damage to Bank's data.

In the event that NABARD is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, We, the said \_\_\_\_\_ Limited, on our own expense, will undertake to defend NABARD.

#### SCHEDULE

(Please list all the software supplied to NABARD for providing this service)

Yours faithfully

(Name and Designation) of Authorized Official

**Annexure—O**  
**Service Support Form**

Bidder's representative of local office at Mumbai will be the contact point for the NABARD. The Bidder is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both. Please Refer to Eligibility Criteria:

Bidder's Mumbai Office details.  (For single point of contact from Corporate Office for any issues on delivery, service support etc.)	Contact person,  Designation, Mobile No.	Address
1		
2		

**NOTES:**

- Bidders are required to mention specifically the Name, Address, and Telephone Number of their Service Centre, Mobile No. Email-ID etc. For after Sales Service at the delivery location.

Company Seal

Signature of the Bidder

**Annexure –P  
Pre Bid Queries Form**

**Clarifications required:**

(clarification/queries to be submitted in **word document** in the following format)

Name of the Bidder / OEM:				Date of Submission of the Pre-bid queries:
SI.	Page No.	Clause No.	RFP Term	Clarifications and Amendments sought

*(The pre-bid queries are to be submitted in above format and in word document only. These should not be submitted in PDF or Excel format. The queries may be shared through mail to [dit@nabard.org](mailto:dit@nabard.org) and copy may be marked to [raj कुमार.meitei@nabard.org](mailto:raj कुमार.meitei@nabard.org), [satish.singh@nabard.org](mailto:satish.singh@nabard.org) and [vijay.kumar@nabard.org](mailto:vijay.kumar@nabard.org))*

**Annexure- Q**  
**Document Check List**

Bidder's should submit following documents as part of Technical & Commercial Bid.

<b>Sl. No</b>	<b>Check List</b>	<b>Annexure</b>	<b>Enclosed Yes / No</b>
	<b>Technical Bid</b>		
1.	Bid Submission & Conformity Letter	<u><a href="#">A</a></u>	
2.	Letter Of Authorisation To Bid	<u><a href="#">B</a></u>	
3.	RFP Download Declaration	<u><a href="#">C</a></u>	
4.	Pre-Contract Integrity Pact	<u><a href="#">D</a></u>	
5.	Non-Disclosure Agreement	<u><a href="#">E</a></u>	
6.	Confidentiality Undertaking Format	<u><a href="#">F</a></u>	
7.	Non-Blacklisting Declaration	<u><a href="#">G</a></u>	
8.	Bidder's Minimum Eligibility Criteria Checklist	<u><a href="#">H</a></u>	
9.	Format for furnishing bank Guarantee in lieu of Earnest Money Deposit	<u><a href="#">I</a></u>	
10.	Technical Bid Form	<u><a href="#">J</a></u>	
11.	Bank Mandate Form	K	
12.	Data migration plan		
	<b>Commercial Bid</b>		
1.	Commercial Bid Form	<u><a href="#">L</a></u>	

	<b>Documents to be submitted by Successful Bidder</b>	<b>Annexure</b>	<b>Enclosed Yes / No</b>
1.	Escalation Matrix	<u><a href="#">M</a></u>	
2.	Letter Of Indemnity And Undertaking	<u><a href="#">N</a></u>	
3.	Service Support Form	<u><a href="#">O</a></u>	
4.	Service Level Agreement	<u><a href="#">R</a></u>	
5.	Declaration on Software Licenses	<u><a href="#">S</a></u>	

*If Technical Bid documents does not contain Bid Security, Cost of Bid, Bid Form, Technical Compliances and Authorisation Letter along with supporting documents such as Power of Attorney/ Board Resolution, etc., the Bids may not be considered for further Evaluation.*

**Annexure – R**  
**SERVICE LEVEL AGREEMENT**  
**FOR**  
**DATA COLLECTION AND MANAGEMENT SYSTEM 2.0**

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

**BY AND BETWEEN:**

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

AND

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

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

**WHEREAS:**

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

B. The Service Provider is engaged in the business of \_\_\_\_\_

- C. NABARD had issued a Request for Proposal (“**RFP**”) vide ref No. [•] dated [•] for provision of certain services which include the implementation of the Data Collection and Management System 2.0, and had selected the Service Provider as the successful bidder as per the terms of the RFP.
- D. Accordingly, Parties have entered into an agreement on or about the date hereof for the provisions of services for designing and implementation of Data Collection and Management System 2.0 (“**Principal Agreement**”).
- E. Pursuant to the Principal Agreement, the Service Provider agrees to provide Support Services (*as defined hereinafter*) in relation to the implementation of the Data Collection and Management System 2.0 to NABARD.
- F. The Parties have now decided to enter into this Agreement to record the terms and conditions which will govern the Support Services rendered by the Service Provider to NABARD during the Term (*as defined hereinafter*).

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

#### 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**“Discloser”** means the Party disclosing Confidential Information;

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

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

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

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

- a. war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade and military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
- b. act of terrorism, sabotage or piracy;
- c. act of authority whether lawful or unlawful, compliance with any Law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;
- d. act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, nuclear catastrophe, volcanic activity, land slide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease;
- e. explosion, fire, destruction of facilities, and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;
- f. general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; or
- g. any other cause beyond the reasonable control of the applicable Party.

**“Go-Live”** means the implementation of DCMS 2.0 solution/application is complete as under:

- The delivery and installation of DCMS software and other necessary softwares are completed
- All returns and Reports given in Annexure-V of RFP are developed, UAT signoff accorded by competent authority and deployed in production.
- The Database migration from DCMS 1.0 to DCMS 2.0 is completed.
- The application is ready for usage by the end users.
- The production system is running smoothly as expected and received signoff from competent authority.

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

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

**"NABARD Data"** means any information or material:

- a. disclosed or submitted, directly or indirectly, to the Service Provider or its Authorised Representative(s) by NABARD in order to perform or in connection with the Support Services;
- b. learnt or generated or obtained by the Service Provider or its Authorised Representative(s) as a result of performing the Support Services; and
- c. which shall include information relating to NABARD's customers, technology, operations, facilities, consumer markets, products, capacities, procedures, security practices, business affairs and other proprietary information,
- d. in any media whatsoever (including electronic) and in each case which is in the possession, custody or control of the Service Provider or and as such data is modified, added to or stored from time to time.

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

**"Project"** the design, and implementation of the Data Collection and Management System 2.0, by the Service Provider and maintenance, support and upgradation thereof, pursuant to the Principal Agreement;

**"Recipient"** means the Party receiving Confidential Information;

**"Reports"** means information from the services in desired format.

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

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

**“Scheduled Business Operation Hours”** is from 8:00 AM to 8:00 PM (IST) on Business Days

**“Service”** means any installation, support which makes good of failed service either pre agreed or as requested by NABARD

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

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

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

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

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

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

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

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

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

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

**“Warranty Period”** means a period of 36 months commencing from the date of Go-Live of the Data Collection and Management System 2.0 as per the terms of the Principal Agreement/Work order/Purchase order.

## **2. INTERPRETATION:**

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

## **3. SCOPE OF DOCUMENT**

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

This Agreement shall ensure the following:

- a) Establishment of mutual responsibilities and accountability of the Parties;
- b) Definition of each Party’s expectations in terms of services provided;
- c) Establishment of the relevant performance measurement criteria;
- d) Definition of the availability expectations;
- e) Definition of the escalation process; and
- f) Establishment of trouble reporting single point of contact;

## **4. SUPPORT SERVICES**

The details of Support Services to be provided by the Service Provider in relation to the Principal Agreement referred to by NABARD, along with the respective Service Levels, are outlined in Schedule I to this Agreement. The Service Provider shall provide all other services, functions, responsibilities and tasks that are required for, and incidental to, the proper performance and provision of the Support Services expressly specified in Schedule I.

### **4.1. Service Levels**

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

### **4.2. Maintaining Service Levels**

- 4.2.1 The Service Provider shall be responsible for implementing and operating all measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable Service Levels.
- 4.2.2 The Service Provider shall submit monthly reports on the 7<sup>th</sup> day of each calendar month to NABARD, with such details and in the format, as may be mutually agreed between the Parties, specifying compliance with the Service Levels.
- 4.2.3 Service Provider shall provide additional services including advisory and consultancy on such terms and conditions as may be mutually agreed between the Parties. These services shall be made available for such fee as shall be determined by the Parties on the basis of the time to be spent and materials required for such services.

## **5. ANNUAL MAINTENANCE CONTRACT (AMC)**

- 5.1 On expiry of Warranty, Service Provider will provide AMC for the system software/hardware for a period of duration as agreed in the RFP. While NABARD and Service Provider agree that the AMC is for a minimum period of 2 years post warranty period, the Agreement shall be automatically renewed on yearly basis, unless otherwise decided by NABARD by giving a 30 days' prior written notice to the other.
- 5.2 Service Provider shall offer comprehensive support under AMC, etc. supplied at Data Centre (DC) or Disaster Recovery (DR). The support will also cover proactive system health check and reporting. However, this monitoring shall require NABARD's permission with relevant access levels to the Systems.
- 5.3 AMC support shall be provided on 24 x 7 x 365 basis.
- 5.4 Software maintenance services: Software maintenance services include providing support for software deployed. This also includes bug fixing, applying patches and upgrades (both major and minor), fixing of vulnerabilities/ defects identified through VAPT exercise or IS Audit or any other audit/observations, fine tuning of databases based on Database Tuning exercise, etc. The Service Provider shall ensure that during version upgrades and version migrations, customisations already done are carried over successfully.
- 5.5 The Service Provider shall maintain the application tuned for optimum performance and shall provide application utilization metrics (e.g., Process/Module names, no. of transactions executed, process execution time metrics, delayed process, abandoned processes, etc.)

## **6 AUDIT SERVICES**

- 6.1 If it is desired by NABARD/Reserve Bank of India or any regulatory authority of the country, the Service provider shall subject themselves to an audit of the systems and processes followed by the Service Provider for the product supplied to NABARD as also the processes/services, by which, support is being provided to NABARD, including support services, escalation methodologies, change management processes, etc. as per the risk parameters finalized by the NABARD/ such auditors.
- 6.2 The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the NABARD or as per mutual agreed proportion. No Audit or inspection will be allowed till Service Provider has received at least 5 business days' prior written notice for Audit or inspection conducted by NABARD, while prior notice may not be given for Audit or inspection conducted by Regulatory authority.
- 6.3 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by NABARD or in the certification submitted by the auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same within such timelines as prescribed by NABARD. The Service Provider shall provide certification of the auditor to NABARD regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies were observed
- 6.4 NABARD reserves the right to call and/or retain any relevant material information/reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to NABARD.

## **7. PERSONNEL AND INSPECTION OF RECORDS**

- 7.1 The Service Provider shall coordinate with the Authorised Representatives of NABARD, for continuous monitoring and assessment by NABARD of the Support Services provided under this Agreement.
- 7.2 The Service Provider shall appoint sufficient number of individuals in order to ensure that the Support Services are provided to NABARD in a proper, timely and efficient manner. The Service Provider shall provide NABARD with the names of the individuals who shall be involved in carrying out the Support Services and shall obtain approval in writing from NABARD before making any change in such team. The individuals appointed by the Service Provider shall be those indicated by the Service Provider under its response to the RFP. Any additional individual shall be appointed subject to prior written approval from NABARD.
- 7.3 The Service Provider shall maintain electronic books of accounts, log-books and any other

operating records that it may deem necessary in connection with the rendering of Support Services under this Agreement. The Service Provider shall retain all such electronic books of accounts and operating records relating to the Support Services for a period of 7 (seven) years after the expiry or earlier termination of the Agreement.

- 7.4 In order to enable NABARD to comply with Applicable Laws, the Service Provider shall furnish such documents and information, in addition to the books and electronic records maintained by the Service Provider in terms of Clause 7.3 (Personnel and Inspection of Records) above, as may be requested by NABARD, from time to time, in relation to the Support Services rendered by the Service Provider under this Agreement at its own cost.
- 7.5 Upon receipt of formal communication from NABARD, whether during the Term or thereafter, the Service Provider shall permit NABARD and/or its Authorized Representative(s) to, during normal business hours on any Business Day, access its premises to inspect the electronic records maintained by the Service Provider in relation to the Project.
- 7.6 If required under Applicable Law, whether during the Term or thereafter, the Service Provider shall provide access to any Governmental Authority to inspect records, documents, books and accounts of the Service Provider maintained in relation to the Support Services rendered under this Agreement.
- 7.7 Manpower hiring – the duties/ obligations, regulatory compliance on the part of the Service provider, particularly compliance with respect to the Contract labour Act and other labour laws to be fulfilled by the Service Provider

## **8. SUPPORT BY NABARD**

- 8.1 NABARD shall provide Service Provider with necessary access to NABARD's Personnel and its equipment, only as necessary for provision of Support Services by the Service Provider.
- 8.2 NABARD shall provide supervision, control and management of the use of the Support Services. In addition, NABARD shall implement procedures for the protection of information in the event of errors or malfunction of the equipment.
- 8.3 NABARD shall document and report all detected errors or malfunctions of any software or programs to the Service Provider. NABARD shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Service Provider.
- 8.4 NABARD shall annually review the financial and operational condition, security

practices and control processes, performance during the year of the service provider to re-assess its ability to continue to meet outsourcing obligations in order to ensure its preparedness for business continuity.

## **9. WARRANTY**

- a. Warranty support shall be covered for three years from the date of Go-Live of the project in NABARD. During the warranty period, Service Provider will provide the On-Site Implementation Support for the software
- b. Warranty support shall be provided on 24 x 7 x 365 basis with predefined time lines during office Hours i.e. 9 AM to 6 PM and Beyond office hours as per administrative exigencies (As per agreed time lines).
- c. Service Provider will sign agreements with OEMs for any support services required from them and shall be responsible for any SLA in this regard, which shall be agreed between NABARD and Service Provider.
- d. During the Warranty Period, Service Provider shall provide the Upgrades and Updates to be patched on to the systems.

## **10. TRAINING SERVICES**

- a. Service Provider to offer training to NABARD's employees and Client Institutions as defined in the RFP on the software/hardware covering features, facilities, operations, implementation, trouble shooting, system administration, audit, MIS including report generation, etc.
- b. Service Provider shall provide handholding support during pre and post implementation and rollout phases with the adequate number of competent support persons for the period as specified in the RFP.
- c. Service Provider to provide manuals for reference in handling of operation and running the software/hardware etc.
- d. Training - While On-site training is the norm, web based training could also be considered keeping in view exigencies as decided mutually. Where Web based training is provided, on-site training could be considered at a later point. Online and offline content also to be part of Training set up and knowledge transfer. Simple and easy to understand short videos on various features, wherever needed; functionalities and workflows may be designed as ready reckoner to further accelerate the training process. SERVICE PROVIDER may need to coordinate and provide content for the development of e-learning modules of NABARD.

## **11. PERFORMANCE MEASUREMENTS**

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

- b. Providing services based on timelines and completion of the same as mentioned in the Schedule I
- c. Change Requests (CRs): While, development of returns/reports shall be onsite and no CRs are generally visualized. If any change requests for applications would have to be first cleared by NABARD. After finalizing the proposed change, a Business Requirement Document(BRD) will be prepared followed by development, UAT testing and movement to production. The person day rate will be as under:\_\_\_

## **12. PERIODIC REVIEW PROCESS**

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

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

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

## **13. EXCLUSIONS**

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

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

- a) the restoration of any service that has been lost due to the failure of NABARD
- b) the correction of any error, malfunction or fault in the Software due to a failure on the part of NABARD to operate the System in accordance with the Technical Documentation provided by Service Provider.
- c) the correction of any error, malfunction or fault in the Scope due to any accident or disaster affecting the system on which the System is located.

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

#### 14. ADDITIONAL SERVICES

- a. Service Provider may provide additional services such as advisory and consultancy on such terms and conditions as may be mutually agreed between the parties. These services will be made available on a time and materials basis.
- b. NABARD regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the system. The Service Provider shall make suitable changes as per the recommendations emerging from VAPTs emerging within the contract period at no additional cost to NABARD. The vulnerabilities so identified may be fixed by the Service Provider within the predefined timeline as follows:

#	Severity	Impact	Resolution Time
1	Critical & High category Vulnerabilities	Exploitation could result in elevated privileges.  Exploitation of the vulnerability likely results in root-level compromise of servers or infrastructure devices.  Exploitation could result in a significant data loss or downtime.	Within 30 (thirty) days of intimation
2	Medium Category Vulnerabilities	Exploitation provides only very limited access to attacker.	Within 45 (forty-five) days of intimation
3	Other Category Vulnerabilities	Very little impact on an organization's business or operations.	Within 90 (ninety) days of intimation

- c. In cases of Service Provider dealing with applications hosted over third-party infrastructure outside NABARD DC, necessary logs generated by the

applications to be provided by the Service Provider to the NABARD on a quarterly basis or whenever needed by the NABARD (whichever is earlier).

## **15. INTELLECTUAL PROPERTY OWNERSHIP**

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

## **16. CONFIDENTIALITY**

- a. All data captured and reported by Service Provider to the NABARD in connection with terms of this agreement shall be deemed to be "Confidential Information" for the purpose of this clause and cannot be disclosed by Service Provider without written consent of NABARD. Likewise, any information provided by NABARD in terms of this agreement shall also be deemed to be 'Confidential Information' for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to NABARD) should be returned back to NABARD. Likewise, the data captured by Service Provider and retained by Service Provider is purely for providing service and based on the agreement entered into with the NABARD. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Service Provider will be property of NABARD. The Provision of Confidential Information shall survive termination or expiration on this agreement.
- b. Service Provider shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of NABARD's information and data in its possession and to prevent unauthorized access thereto or use thereof.

## **17. SUBCONTRACTING**

- a. Service Provider may engage the services of sub-contractors to perform any of its duties with the prior written permission of NABARD. Unless

otherwise agreed in writing, no sub-contracting of such duties shall relieve Service Provider of responsibility for their due performance.

- b. The Service Provider shall ensure that the sub-contractor is bound by the terms of this Agreement as applicable. A copy of contract details entered between Service Provider and sub-contractor to be made available by the Service Provider to NABARD within 30 days of engaging the sub-contractor.
- c. Service Provider agrees that it shall not transfer/assign to any of its rights and/or obligations under this agreement to any entity including affiliates without the prior written permission from NABARD.
- d. If the parties undergo a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this agreement shall be considered to be transferred to the new entity and such an act shall not affect the rights and obligations under this Agreement.
- e. NABARD, including its' auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another Service Provider.
- f. The Service Provider shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, background checks and other due diligence to examine their antecedents and ensure their suitability for such engagement. The Service Provider shall retain the records of such verification and shall produce the same to NABARD as and when requested.
- g. In relation to a Third Party sub-contractor appointed in terms of this Clause 16 (Subcontracting), NABARD may, withdraw its approval and direct the Service Provider to terminate the appointment of such Third Party subcontractor with immediate effect or within such other period as may be prescribed by NABARD in its sole discretion, if NABARD determines that the Third Party subcontractor is in breach of this Agreement or if NABARD is not satisfied with the quality of Support Services rendered by such Third Party sub-contractor. Upon receipt of notice by NABARD, the Service Provider shall terminate the appointment of such Third Party sub-contractor, provided that nothing contained in this Clause 16 (Subcontracting) shall effect the right of the Service Provider to appoint any

other Third Party sub-contractor in terms of this Clause 16 (Subcontracting).

## **18. LIMITATION OF LIABILITY**

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

## **19. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- a.** Service Provider hereby represents and warrants to NABARD that:
  - i.** it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organisation;
  - ii.** it has taken all necessary actions, corporate or otherwise, as applicable to it to authorize or permit the execution, delivery and performance of this Agreement and the transactions contemplated hereunder, and this Agreement when executed and delivered by it is a valid and binding obligation of such Party enforceable in accordance with its terms;
  - iii.** neither the execution, delivery and performance of this Agreement, nor the performance of the transactions contemplated in the Agreement by it, will (i) constitute a breach or violation of its charter documents, (ii) conflict with or constitute (with or without the passage of time or the giving of notice) a default under or breach of performance of any obligation, agreement or condition that is applicable to it, (iii) contravene any provision of any Law applicable to it, or (iv) require the consent of any Third Party, including any

Governmental Authority, by it other than as set out in this Agreement;

- iv.** there are no claims, investigations or proceedings before any court, tribunal or Governmental Authority in progress or pending against or relating to it, which could reasonably be expected to prevent it from fulfilling its obligations set out in this Agreement;
- v.** it is not bankrupt or insolvent under the Applicable Laws of its jurisdiction and there are no insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it, or is pending or, to the best of its knowledge, threatened in writing, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.
- vi.** Service Provider shall provide the Support Services in accordance with the generally accepted industry standards and practices relating to such Support Services and in accordance with requirements specified by NABARD in writing;
- vii.** the Service Provider has the requisite infrastructure, facilities and systems, including adequate skill, know-how, and manpower to fulfil its obligations under this Agreement on its own and shall undertake all Support Services and obligations under this Agreement on a first priority basis;
- viii.** Service Provider shall exercise highest standards of skill, care, and due diligence in performance of its Support Services and obligations under this Agreement;
- ix.** Service Provider has adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to provide uninterrupted performance of Support Services under this Agreement consistent with the standards agreed hereto;
- x.** The Service Provider shall provide Support Services in accordance with the specifications set out under this Agreement;

- xi. Service Provider will not violate the Intellectual Property Rights of Third Parties whilst providing the Support Services;
- xii. Service Provider shall provide Support Services in the premises of NABARD or in an enclosed environment wherein no third party or any employees of the Service Provider will have access to such premises. Only such personnel/ Third party sub-contractors (as per Clause ) of the Service Provider who are working to or engaged for providing the Support Services under this Agreement between the Service provider and NABARD shall have the restricted access to such enclosed environment.
- xiii. Service Provider shall ensure that the employees of the Service Provider/ Third Party sub-contractors who are engaged in providing the Support Services under this Agreement shall have executed/ execute such confidentiality documents as may be required by NABARD and shall have confidentiality obligations not lesser than those prescribed under this Agreement.
- xiv. The Service Provider shall be fully and completely responsible and liable for all acts, omissions, liabilities undertaken by personnel employed / engaged by the Service Provider and shall be solely responsible for any and all claims, payments and benefits payable to such personnel employed by the Service Provider.
- xv. The Service Provider further undertakes to exercise all due diligence with regard to and shall maintain strict controls and physical and digital safeguards in connection with the Support Services.
- xvi. any material, codes, applications, front ends, etc created, developed or being used for providing the Support Services under this Agreement shall not be shared with or shown to or discussed with any other entity whatsoever, for any purpose including any development, sales pitch, demonstration or publicity or as examples or otherwise.
- xvii. no representation or warranty by it contained herein or in any other document furnished by it to NABARD or to any government instrumentality in relation to the Support Services contains or shall contain any untrue or misleading statement of material fact or omits

or shall omit to state a material fact necessary to make such representation or warranty not misleading.

- xviii. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or Personnel of NABARD in connection therewith.
- xix. The Service Provider shall not, whether during or after the Term of this Agreement, make any announcements or statements to any person that are or may be derogatory, defamatory or prejudicial to NABARD, or any of its Affiliates, directors, Personnel, officers, agents or advisors, in any manner.
- xx. Appropriately qualified personnel appointed by the Service Provider shall perform Support Services as listed in Schedule I with due care and diligence and to such high standards of quality as it is reasonable for NABARD to expect in all the circumstances post the expiry of this Agreement.

## **20. WARRANTIES POST SLA EXPIRY**

SERVICE PROVIDER warrants that the Support services will be performed by appropriately qualified personnel with due care and diligence and to such high standards of quality as it is reasonable for Service Provider to expect in all the circumstances post the SLA expiry.

## **21. NOTICES**

Any notice or other information required or authorized to serve under these SLA shall be in writing, in English language, to be delivered by hand, email, courier or registered post. In case of post or courier, any notice shall be deemed to have been given on the seventh day after the envelope containing the notice was posted. The proof that the notice was properly addressed and is not returned to the sender shall be sufficient evidence that the notice or information has been duly given. Either party may change its address, telephone number or email-ID for notification purposes by giving the other party fifteen (15) days' notice of new address, telephone number or email id and date upon which it will become effective.

All communications will be addressed as follows (unless changed by written notice):

Address of NABARD	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:

## **22. INDEMNIFICATION**

- a.** Service Provider shall indemnify and agrees to defend and to keep NABARD and its Affiliates and agents, officers, directors, employees successors and permitted assigns indemnified, from any and all Losses suffered arising from, or in connection with, any of the following:
- i. the non-performance and non-observance of any of the terms and conditions of this Agreement by the Service Provider;
  - ii. acts or omissions of the Service Provider which amount to negligence or wilful misconduct;
  - iii. any infringement or alleged infringement by the Service Provider of a Third Party's Intellectual Property;
  - iv. any infringement or alleged infringement by the Service Provider of NABARD's Intellectual Property and/or Material
  - v. failure by the Service Provider to fulfil its obligations under any applicable Law.
- b.** The Service Provider shall, at his own expense, defend and indemnify NABARD against any Losses in respect of any damages or compensation payable in relation to any non-compliance with Applicable Law including (i) non-payment of wages, salaries, remuneration, compensation or the like and (ii) any Losses arising out of or in relation to any accident or injury sustained or suffered by the Service Provider's workmen, contractors, sub-contractors, Service Providers, agent(s), employed/ engaged otherwise working for the Service Provider or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Service Provider.

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

## **23. TERM AND TERMINATION**

### 23.1 Term

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

### 23.2 Termination

#### 23.2.1 Order Cancellation/ Termination of Contract

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

- a. Delay in Implementation of the Project beyond the specified periods for reasons solely ascribed to the Service Provider.
- b. Serious discrepancies noted in the implementation of the project.
- c. Breaches in the terms and conditions of the Purchase Order.
- d. Project adversely affecting the Core Systems or Core Business of the NABARD and the normal functioning of the Offices of NABARD.
- e. If Service Provider fails to upgrade any or all of the critical hardware /software within the period(s) specified in the Contract or within any extension thereof granted by the NABARD.
- f. If Service Provider fails to perform any other obligation(s) under the Contract.
- g. If Service Provider is not providing after sales and maintenance services and the calls are not attended for three or more occasions, NABARD is at liberty to terminate the Contract by giving 30 days' 'Notice'. If Service Provider provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.

- h. In addition to the cancellation of purchase order, NABARD reserves its right to invoke the Performance Bank Guarantee given by the Service Provider after giving notice.
- i. Termination in all circumstances will mean a proper transition with data transfer in a readable format along with all knowledge documents. Transition to take within a month unless extended by mutual consent.
- j. NABARD, without prejudice to any other remedy for breach of contract, by giving 30 days' written notice of default sent to Service Provider and if Service Provider fails to cure the default within the notice period, may terminate this Contract in whole or in part.

#### 23.2.2 Effect of Termination

- a. Service Provider agrees that it shall not be relieved of its obligations under the Reverse Transition Mechanism notwithstanding the termination of the Contract/assignment. Reverse Transition Mechanism would typically include service and tasks that are required to be performed /rendered by Service Provider to NABARD or its assignee to ensure smooth handover and transitioning of NABARD's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.
- b. All the terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- c. Service Provider agrees that after completion of the Term or upon earlier termination of the Contract/assignment Service Provider shall, if required by NABARD, continue to provide warranty services to the NABARD at no less favorable terms than those contained in RFP/Agreement. In case NABARD wants to continue with the Service Provider after the completion of this contract then Service Provider shall offer the same or better terms to NABARD. Unless mutually agreed, the rates shall remain firm.
- d. NABARD shall make such prorated payment for services rendered by Service Provider and accepted by NABARD at the sole discretion of NABARD in the event of termination, provided that Service Provider is in compliance with its obligations till such date. However, no payment for "costs incurred or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to Service Provider.
- e. Notwithstanding the termination or expiry of this Agreement, all rights granted to NABARD pursuant to this Agreement shall survive.

f. Service Provider shall:

- i. return any and all Confidential Information of NABARD, whether in written or electronic form, and shall not retain any copies, extracts, derivatives, or other reproductions of the Confidential Information of the requesting Party (in whole or in part) in any form whatsoever;
- ii. take reasonable steps to assure that any and all documents, memoranda, notes, and other writings or electronic records prepared or created by the requesting Party, which include or reflect the Confidential Information of the requesting Party, are returned.
- iii. Provide Declaration of return or destruction of confidential information to NABARD. The last AMC payment will be made on provision of above declaration

23.2.3 Termination of this Agreement (except as otherwise agreed to by the Parties) shall not release any Party hereto from any liability or obligation in respect of any matters, undertakings or conditions which shall have been done, observed or performed by that Party prior to such termination or which, at the said time has already accrued to the other Party. However, nothing herein shall affect, or be construed to operate as a waiver of, the right of any Party hereto aggrieved by any breach of this Agreement, to compensation for any injury or damages resulting therefrom which has occurred either before or after such termination.

#### **24.DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

- a. This Agreement shall be governed by the laws of India.
- b. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably by Parties. Each Party shall select / appoint 1 (one) senior representative. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives (“Settlement Period”).
- c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute

or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.

- d. The seat & venue of the same shall be in Mumbai (as agreed in RFP)
- e. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.
- f. The language of the proceedings shall be in English.
- g. Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction
- h. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
  - a. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
  - b. For the purpose of all notices, the following shall be the current address:

The Chief General Manager  
National Bank for Agriculture and Rural Development

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## **25. INDEPENDENT CONTRACTOR**

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

worker's compensation, disability insurance, leave or sick pay.

## **26.ESCROW ARRANGEMENT**

NABARD and (insert name of Service Provider) agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the software product supplied/ procured by (Service Provider) to NABARD in order to protect its interest in an eventual situation. NABARD and the service provider shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, interalia, the events of the release of source code and the obligations of the escrow agent. Costs for the escrow will be borne by the Service provider. As part of the escrow arrangement, the service provider will provide a detailed code documentation of the solution, which has been duly reviewed by an external independent organisation for its validity.

## **27.FEES**

The Service Provider agrees and acknowledges that the amounts paid under the Principal Agreement/Work order/Purchase order shall be the full and final consideration for the Support Services rendered by the Service Provider under this Agreement and the Service Provider shall not be entitled to any additional amounts.

## **28.FORCE MAJEURE**

- a. No Party shall be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent the default or delay is caused, directly or indirectly, by Force Majeure and provided that the non-performing Party could not have been prevented such default or delay.
- b. The affected Party shall provide notice of non-performance due to Force Majeure to the other Party within 24 hours after the start of such non-performance (or, if providing notice within such time frame is not commercially practicable due to Force Majeure, then as soon as possible thereafter) and such non-performance will be excused for the period such Force Majeure Event causes such non-performance; provided that if NABARD determines it is commercially or technically infeasible to cure the Force Majeure and so notifies the Service Provider , then NABARD may terminate this Agreement effective immediately upon delivery of notice of termination to the Service Provider .

## **29.LIQUIDATED DAMAGES**

- a. NABARD shall be entitled to recover liquidated damages as set out in Schedule I from the Service Provider for breach of Service Levels.
- b. Except as otherwise specified under Schedule I, if the Service Provider fails to deliver any Support Services or meet any Service Levels under this Agreement, NABARD shall be entitled to liquidated damages of a sum equivalent to 0.5% percent of TCO per week or part thereof of the unperformed services subject to maximum of 10% of TCO. In case of undue delay beyond a period of 15 days unless otherwise waived by NABARD, NABARD at its discretion may consider the delay as a ground for termination of the Agreement.
- c. NABARD reserves the right to impose / waive any such liquidated damages. Parties agree that the liquidated damages constitute a genuine pre-estimate of the damages, losses, likely to be suffered by NABARD in the event of breach by the Service Provider of the terms hereof.
- d. NABARD may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the Service Provider in its hands (which includes NABARD'S right to claim such amount against the Service Provider's bank guarantee under the Principal Agreement/Work order/Purchase order) or which may become due to the Service Provider. Any such recovery of penalty shall not in any way relieve the Service Provider from any of its obligations to complete the Support Services or from any other obligations and liabilities under this Agreement

**30. MISCELLANEOUS**

- a. This agreement shall be effective for a period of five years from the date of Go-Live unless terminated as per the clause provided in this agreement.
- b. All the terms and conditions stipulated in the RFP ..... dated .....regarding Data Collection and Management System 2.0 are considered as part and parcel of this agreement.
- c. Any provision in this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and is signed by both the parties to this Agreement; in the case of an amendment by each party, or in the case of waiver by the Party against whom the waiver is to be effective.

- d. Either party or its employees and representatives shall not use the name and/or trademark/logo of the other party in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of the other party.
- e. Terms of Payment: In consideration of the Services and subject to the provisions of the RFP and this Agreement, NABARD shall pay the amounts in accordance with the Terms of Payment Schedule of the Purchase Order.
- f. Service Provider shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.
- g. Service Provider will not release any factual information concerning these SLAs Agreement to any person/news media without prior permission of NABARD.
- h. In the event of change in ownership structure or change in control, in any manner whatsoever of Service Provider, or if any person / entity that, as of the Execution Date, does not possess, directly or indirectly, the power to direct or cause the direction of the management, policies or affairs of the Service Provider, whether through the ownership of voting securities, by contract or otherwise, later comes into possession of such power, Service Provider shall inform NABARD in writing of such change in control along with the details of new ownership structure or persons / entities in control. In such event, NABARD shall have the right to terminate this Agreement.
- i. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.
- j. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts in hard form.
- k. This Agreement shall be deemed to be incorporated as part of the Principal Agreement/Work Order/Purchase Order by reference. This Agreement along with the Principal Agreement/Work Order/Purchase Order shall contain the entire understanding of the Parties and shall supersede all prior

agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

- l. No supplement, amendment or modification to this Agreement shall be valid, enforceable or binding upon the Parties unless made in accordance with the provisions of this Agreement.
  
- m. The Parties agree that in the event of any conflict between the provisions of this Agreement and the Principal Agreement/Work Order/Purchase Order, the provisions of the Principal Agreement/Work Order/Purchase Order shall prevail.

THIS AGREEMENT shall be executed in two numbers, one will be kept with NABARD and the other with \_\_\_\_\_ **(Service Provider)**.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers have caused this Agreement to be duly executed and delivered as of the date first above written.

**NABARD** \_\_\_\_\_ **(Name of Service Provider)** \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name : Name:

Title : Title :

Place : Place :

Date : Date :

**WITNESS**  
*Signature* : \_\_\_\_\_

Name :

Address :

**WITNESS**  
*Signature* : \_\_\_\_\_

Name :

Address :

## SCHEDULE - I

### Part A

#### **Project Management**

1. The Service Provider shall manage the delivery and implementation of the Data Collection and Management System 2.0 in a structured, organized, and cost-effective manner.
2. Project Management Service Levels

Type	Measurement	Liquidated Damages
Delivery, installation and commissioning of software	Delay from mutually agreed timelines	0.5% of the DCMS software cost, for each calendar week of delay
Build and Test	Delay from mutually agreed timelines	1% of the implementation cost for each calendar week of delay
Data Migration and Testing by SI post data migration	Delay from mutually agreed timelines	2% of the Data migration cost for each calendar week of delay
Go-Live	Delay from mutually agreed timelines	0.2% of TCO for each calendar week of delay
Sprint Outcomes  As defined from time to time by NABARD (for Agile Projects)	Total elapsed days from the start to the end of sprint are greater than planned.  or  Functionality planned for a sprint is not delivered or documented.	0.1% of respective deliverable for each calendar week of delay

Documentation Updates (both technical and functional)	Service Provider provides documentation later than 1 week after UAT is completed.	0.5% of the DCMS software cost or Implementation cost or training cost whichever is applicable, for each calendar week of delay
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- NABARD shall at its sole discretion determine the order value of the relevant deliverable for the purpose of calculation of liquidated damages in case of failure of compliance with the Service Levels as set out above.
- The overall liquidated damages payable by the Service Provider during the implementation of the Data Collection and Management System 2.0 shall be a maximum of 10% of the Contract Price.

### **Part B**

#### **Project Quality Levels**

- The Service Provider shall apply appropriate process and practices in order to deliver high quality services/solution to NABARD.
- Software Quality Service Levels and Penalties

Type	Measurement	Liquidated Damages/Penalties
Success Rate at User Acceptance Test	Less than 80% of user acceptance test cases pass on the first execution.	1% of Implementation cost
Number of P1 problems post Go-Live	There is more than 5 P1 problems in a year after release to production.	0.1% of Contract Price for every P1 issue beyond 5 in a year
Number of P2 problems post Go-Live	There is more than 20 P2 problems in a year after release to production.	0.1% of Contract Price for every 5 issue beyond 20 in a year
Number of P3 problems post Go-Live	There is more than 100 P3 problems in a year after release to production.	0.1% of Contract Price for every 10 issue beyond 100 in a year

#### Support Priority Levels

Priority	Criticality	Description	Within Warranty Period		Post Warranty period	
			Initial Response Time	Resolution Time	Initial Response Time	Resolution Time
P1	Critical	Indicates a reported incident where DCMS 2.0 is completely unavailable and inaccessible to all users.	Within 30 minutes	150 minutes	Within 30 minutes	150 minutes
P2	Critical	DCMS 2.0 is available; however, functionality or performance of the DCMS 2.0 is severely affected.	Within 60 minutes	360 minutes	Within 60 minutes	360 minutes
P3	Semi-critical	DCMS 2.0 is available and usable with partial, with non-critical loss of functionality.	Within 120 minutes	720 minutes	Within 120 minutes	720 minutes
P4	Non-critical	General enquiries on the product use, support and documentation.	Next Business Day	Next Business Day	Next Business Day	Next Business Day

## **PART C**

### **System Maintenance & Support Services**

1. The Service Provider shall guarantee a minimum of uptime of 99.5% per month for the Data Collection and Management System 2.0. The uptime will be calculated on a monthly basis. Wherever the Service Provider monitors onsite, the downtime starts from the time hardware / software/ tool/ solution/etc, fails leading to denial of service. As long as there is no denial of service to NABARD, downtime does not arise. Wherever NABARD monitors, the downtime starts from the time of reporting by NABARD.
2. In case of non-conformity with the requisite uptime, the Service Provider shall be liable to pay the following amounts as liquidated damages.

The Downtime calculated shall not include any:

- i. Failure of Power, Network etc. in NABARD
- ii. Preventive maintenance activity and
- iii. Force Majeure.

Performance (%) =

(Total contracted minutes per month – downtime minutes within contracted minutes per month)\*100)

Total contracted minutes per month

Penalty for shortfall in Performance compliance level:

Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Sl.No	Shortfall in Performance	Penalty
1	>0.5% and <= 1%	50,000
2	>1 % and <=3%	1,00,000
3	>3% and <= 5%	1,50,000
4	>5%	2,00,000

Total of such penalties shall not exceed

- 10% of the contract price/Purchase order value.

### **Type of support mode**

#### **a. Support mode**

The proposed scope for type of Support and mode to be provided by Service provider is as under:

Support mode	Description	Remarks
Email	Auto trigger of eMail or user raised request by eMail to designated eMail ID	<i>As applicable</i>
Call	Call the specific service number for logging any issue, follow up or escalation	<i>As applicable</i>
Chat	Support request by chat, if available	<i>As applicable</i>
Visit	Service Engineer visiting the site for resolution of concern	<i>As applicable</i>
Remote Support	Provide remote access by VPN for authorized personnel for immediate remediation or be available on call	<i>Need based</i>

#### **b. Support Window**

<b>Support window</b>	<b>Description</b>	<b>Remarks</b>
Support Window	Time defined for any service requests for remediation	Email 24Hrs, Call – 8 AM to 8 PM
Support days	Time defined for any service requests for remediation	24 x 7 (Excluding Holidays & Sundays unless any administrative exigencies arise)

**c. Support Escalation**

All incidents that exceed the response time will be escalated to the escalation contacts listed below for NABARD and Service provider under the Escalation Matrix:-

<b>Name</b>	<b>Designation</b>	<b>Phone</b>	<b>E-mail</b>

Single Point of contact (SPOC): (Name) (Designation) (Phone) (Email)

Note: Any change in the persons/contact details in escalation matrix and SPOC shall be intimated in advance to NABARD.

**ANNEXURE-S**  
**Declaration on Software licenses**

(On the organisation's letter head)

Ref No: \_\_\_\_\_

Date: --/--/2022

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

Sir,

Subject: .....

Kindly refer to your RFP No. .... published on the website *www.nabard.org* downloaded from electronic media. We wish to confirm that we will adhere to provide latest version of frameworks, enterprise database, front-end tools, back-end tools and applications connected via APIs. The versions shall be updated from time to time as per availability. On failure to provide latest versions, NABARD may withhold payments and encash PBG submitted by Vendor.

Yours Sincerely,

Date:

Signature of Tenderer with Seal:

Phone:

Fax No.:

E-mail address:

## **ANNEXURE-T**

### **Brief description of DCMS 1.0 ( Ensure 1.0)**

Data Collection and Management System (DCMS) also known as Ensure is a platform for collecting and processing data/ information/ returns from both internal departments and external clients (DCCBs/StCBs/RRBs/SFBs/commercial banks).

The name ENSURE is derived from ElectroNic SUBmission of RETURNS.

The platform is collecting data/information for departments of NABARD through approx. 220 returns. Please refer Annexure-U for brief functions of departments of NABARD.

### **Salient features**

ENSURE Portal is an enterprise level data collection platform with a number of features to ensure quality, timeliness and security of data submitted. Some of these features are -

- i. Internal users mapped to Departments and Modules so that returns of one Department are accessible only to intended users;
- ii. Users can prepare the returns either online or off-line;
- iii. Different types of validation conditions can be built in the returns to ensure quality of data;
- iv. Monitor submission of pending returns vis-à-vis due dates
- v. Maker-Checker facility to ensure that only properly checked data is submitted to NABARD
- vi. SMS and e-mail alerts and reminders to users regarding upcoming and overdue submissions can be configured;
- vii. Facility to 'accept' and 'reject' the returns submitted;
- viii. Resubmission of rejected returns allowed at multiple levels
- ix. Aggregation of submitted data at RO/HO level through generation of reports

## **ANNEXURE-U**

### **Brief description of functions of Departments of NABARD**

#### **1. Business Initiatives Department :**

Business Initiatives Department (BID) was formed to provide direct credit support under new business initiatives to various clients which extended assistance for rural development.

Accordingly, the major products being dealt by BID at present are:

- a. NABARD Infrastructure Development Assistance (NIDA)
- b. Direct Refinance Assistance (DRA) to Co-operative Banks
- c. Credit Facility for Federations (CFF)
- d. Dairy Processing & Infrastructure Development Fund (DIDF) etc.

#### **2. Central Vigilance Department :**

CVD performs the following functions:

- a. Deal with matters concerning vigilance cases of employees
- b. Examine complaints received from the public, the Department of Financial Services (DFS), the Ministry of Finance, Government of India, the Central Vigilance Commission (CVC), Government of India, the Central Bureau of Investigation (CBI), etc.
- c. Furnish the required information to the CBI, CVC, DFS, MoF- GoI etc.
- d. Liaison with the above-named agencies in matters of mutual interest
- e. Implement preventive vigilance mechanisms by way of periodical monitoring of inspection reports, audit reports, contracts, NPAs and Preventive Vigilance Inspections (PVI) of Regional offices, Training Establishments and Head Office departments
- f. Explore sensitive areas of concern
- g. Provide suggestions for systemic improvement.

#### **3. Corporate Communications Department :**

Core Functions of the Department :

- 1) Devising internal and external communication strategies
- 2) Brand building initiatives
- 3) Engagement with media
- 4) Documentation and filming
- 5) Managing NABARD's online presence
- 6) Publication of magazine, brochures, coffee table books, etc.

#### **4. Corporate Planning Department :**

The Corporate Planning Department (CPD) of NABARD undertakes the key responsibility of integrating various functional departments of the organisation. It is the window through which NABARD interfaces with the Government of India on policy related matters and with various international bodies for funding of developmental projects. The analysis undertaken by the department helps the organisation in presenting macro perspectives about policy- related issues to the Government besides helping NABARD in undertaking annual credit planning and budgeting exercises.

5. Department of Economic Analysis & Research :

The Department of Economic Analysis and Research (DEAR) provides policy and action-oriented research support through macro-level data analysis and field-based feedback on issues of relevance to NABARD, the government and other stakeholders. It specialises in knowledge-driven activities relating to agriculture and rural development, as per the mandate of NABARD.

6. Department of Information Technology :

The modernisation of IT systems, networks, and platforms is imperative for the organisation to remain relevant and develop effective and efficient solutions. The key objective of the department is to provide such robust, secure and agile IT systems and services to the bank in consonance with the latest available technology.

7. Department of Premises, Security and Procurement :

Coverage of activities of this department is broadened to take care of all works relating to our premises, logistics and infrastructure support. And is functionally bifurcated into three main Sections, viz. Premises, Security & Procurement.

8. Department of Refinance :

DOR mainly deals with Short-term refinance for production credit activities contributing to food security , Medium-term and long-term refinance for investment credit activities for giving a boost to private capital formation in agriculture. DOR also acts as a subsidy channelizing agency for various Government of India schemes

9. Department of Storage and Marketing:

It administers the funds allocated by Government of India for supporting the creation of warehouse infrastructure for scientific storage of food grains in the country.

10. Department of Subsidiaries and Strategic Investments :

It provides focused attention to the strategic investments of NABARD in its subsidiaries, equity investments and contributions to Alternative Investment Funds.

#### 11. Department of Supervision:

Section 35(6) of the Banking Regulation Act, 1949 (AACS), empowers NABARD to conduct inspection of State Cooperative Banks (StCBs), District Central Cooperative Banks (DCCBs) and Regional Rural Banks (RRBs). In addition, NABARD has also been conducting periodic inspections of state level cooperative institutions such as State Cooperative Agriculture and Rural Development Banks (SCARDBs), Apex Weavers Societies, Marketing Federations etc., on a voluntary basis.

#### 12. Farm Sector Development Department :

The objective of the department is to formulate policies and implement multifarious farm sector initiatives under various programmes aimed at conserving and managing natural resources, Accelerating ground level credit flow by rural financial institutions, Promoting incremental agricultural production and productivity etc.

#### 13. Finance Department:

Finance department plays an important role in overall functioning of NABARD. It ensures availability of funds for the Business departments and Development departments of the Bank as and when required. Core Functions of the Department are Raising of Resources, Liquidity Management (inward & outward remittances), Treasury Operations, Managing Superannuation Funds (Gratuity, Pension, etc.)

#### 14. Human Resource Management Department:

It is engaged with the critical job of recruiting the right people, placing them appropriately, managing human resources for optimising business, business and development support services, and other functions.

#### 15. Inspection Department :

The major functions of the Inspection Department are as under:

- 1) To provide quick and direct feedback to the management on performance of the ROs / TEs / HODs / Subsidiaries by carrying out a critical appraisal of the performance of the constituent units in all aspects covering their operations, planning, development and regulatory work, human resource management, housekeeping, etc.
- 2) To examine the efficacy of the existing systems and procedures laid down, and adherence thereto by the constituent units and to provide feedback and early warning signals for bringing about policy changes for implementation of more effective systems and procedures

- 3) To comment on management audit aspects like the role of the RO in furtherance of corporate and organizational goals, image building in the region, decision making process within the RO, tapping new business.

16. Institutional Development Department :

The rural financial system in the country needs a strong and efficient credit delivery system, capable of taking care of the expanding and diverse credit needs for agriculture and rural development. Rural Cooperative Banks (RCBs) and Regional Rural Banks (RRBs) are two important institutions involved in delivery of rural credit. Institutional Development Department (IDD) has been at the forefront in this direction, engaging directly and indirectly with Rural Financial Institutions (RFIs) since the inception of NABARD. It has been initiating various projects and programmes to encourage development of a strong rural financial eco-system, in a sustainable manner. The Department undertakes these initiatives to improve the health of RCBs and RRBs in association with Government of India (GoI), Reserve Bank of India (RBI) and State Governments and Sponsor Banks for RRBs.

17. Law Department:

The Law Department of NABARD was set up to manage the bank's legal affairs and provide in-house legal consultancy to management and various Head Office Departments, Regional Offices and Training Establishments. NABARD has constituted legal services under NABARD (Staff) Rules, 1982.

The aim of Law Department is to prevent litigation and other legal problems for the institution and in case litigation becomes unavoidable, deal with the same in an efficient manner.

18. Micro Credit Innovations Department:

Core functions include Promotion of Self Help Group – Bank Linkage Programme (SHG-BLP), WSHG scheme of GOI, Promotion of Joint Liability Groups (JLGs) and their financing by banks, Digitisation of SHGs- EShakti etc.

19. Off Farm Development Department:

NABARD has evolved several refinance and promotional schemes for development of the Off-farm Sector and has been making constant efforts to broad base, refine and rationalise its schemes in response to the need at the field level.

The focus has been on programmes that enable increased credit flow, provision of credit to the unreached, and provision of linkages for small, cottage and village industries, handloom, handicrafts and other rural crafts and service sector in rural areas.

## 20. Rajbhasha Prabhag :

Rajbhasha Prabhag was constituted in NABARD for ensuring implementation of official language (OL) policy of Government of India (GoI) and provisions of the Official Languages Act, 1963 (as amended in 1967) and Official Languages Rules, 1976.

## 21. Risk Management Department :

Core functions of the department include placement of a sound risk management framework in the Bank, Formulation and revision of the 'Enterprise Risk Management Policy' of NABARD, Identification and diagnosis of Credit Risks in NABARD through introduction of proper policies, systems, standard operating procedures, risk rating tools and forecast mechanisms; Management of Market Risks within acceptable level etc.

## 22. Secretary's Department:

Secretary's Department acts as Secretariat to the Board of Directors of NABARD and attends to all liaison and coordination work with Head Office Departments/Regional Offices for execution of various directions/decisions of the Board and Board Level Committees. The Department acts as a nodal department for liaising with Government of India and Reserve Bank of India in the matters relating to the Board, NABARD Act, and General Regulations, etc.

## 23. State Projects Department :

The State Projects Department (SPD) provides loans from the Rural Infrastructure Development Fund (RIDF) with the objective of supporting public sector capital investment in rural infrastructure through providing low cost fund support to State Govts and State-Owned Corporations.

## 24. Department of Financial Inclusion and Banking Technology :

Core Functions of the Department include giving high priority to the agenda of financial inclusion, expanding the scope of various financial literacy activities and coverage of capacity building initiatives through banks and institutions is a thrust area of Financial Inclusion Fund (FIF).

Sensitising the staff of Regional Rural Banks (RRBs) and Rural Co-operatives Banks (RCBs) on financial inclusion in a focused manner is also included.

## 25. Accounts Department:

The Accounts Department of NABARD became operational in 2008, following the reorganization of the erstwhile Funds and Accounts Department (FAD), which

had been managing the accounts related work for NABARD since 1982, the year in which NABARD was set up.

The Accounts Department has five sections:

- 1) Central Accounts Section
- 2) Budget Cell
- 3) Corporate Tax Cell
- 4) Compliance
- 5) Centralised Receipts Vertical

#### 26. Strategic Planning and Product Innovation Department :

In order to provide sustainable solutions to the agriculture and rural development related issues, there is a need to design and develop suite of credit and credit plus products and services for NABARD, its subsidiaries and banking sector at large, which will enhance NABARD's engagement with stakeholders and visibility.

This Department will provide critical insights into the environment, create a visible focus, reinforce proficiency and realise shared sense of purpose besides helping the Bank in taking informed decisions.

#### 27. Department for Data Management Analytics and Business Intelligence:

It is envisaged to be a centralised data repository equipped with machine learning and artificial intelligence capabilities for data mining and use Analytics & Business Intelligence tools to leverage business development & product offerings. The new Department will be functioning with three verticals viz, Data Management, Analytics and Business Intelligence.

**ANNEXURE-V****Returns and Reports for development****Returns**

Sr No	Department	Return Name	Category
1.	CPD	GLC 1 Monthly Disbursements_ Revised	Medium
2.	CPD	GLC 2 Agriculture Loans/Advances outstanding_ Revised	Medium
3.	CPD	GLC -3 Agriculture Credit Disbursement (CUMULATIVE)	Medium
4.	CVD	Details of purchase contracts	Simple
5.	CVD	Qly action report	Simple
6.	DPS	Award of tenders/ contracts where value invoved is more than Rs. 15.00 lakh	Simple
7.	DOR	DEDS - Subsidy Application	Medium
8.	DOR	DEDS - Installment Details	Medium
9.	DOR	MONTHLY POSITION OF KCC AGENCY WISE - DISTRICT CENTRAL COOPERATIVE BANKS (DCCBs)/REGIONAL RURAL BANKS (RRBs)	Medium
10.	DOR	NLM - Application Details	Medium
11.	DOR	NLM - Installment Details	Medium
12.	DOR	MIS Return for NPA Accounts –Portfolios other than Co-finance	Simple
13.	DOR	MIS for NPA Accounts - Co-finance	Medium
14.	DOR	New - Agriculture Marketing Infrastructure Submission of Advance Subsidy by Bank	Complex
15.	DOR	New - Agriculture Marketing Infrastructure Submission of Advance Subsidy by RO	Complex
16.	DOR	New AMI Scheme - Annexure-XIII-JMI Request by bank	Complex
17.	DOR	New AMI Scheme - Annexure-XIII-JMI Request by RO	Complex
18.	DOR	KCC - Daily Report -Phase II - Agriculture and Allied activities	Complex
19.	DOR	New - Agriculture Marketing Infrastructure Submission of Final Subsidy by Bank	Complex
20.	DOR	New - Agriculture Marketing Infrastructure Submission of Final Subsidy by RO	Complex
21.	DFIBT	Pradhan Mantri Jan-Dhan Yojana	Simple
22.	DFIBT	Mission RuPay Kisan Card	Simple
23.	DFIBT	PoS/mPoS Devices Deployment in 1 Lakh Villages	Simple
24.	DFIBT	Mobile Seeding Review	Simple
25.	DFIBT	CASA Aadhaar Review	Simple
26.	DFIBT	Post-CBS Technology Adoption	Medium
27.	DFIBT	Daily reporting - PMGKY packags - April- June 2020	Simple
28.	DFIBT	PMGKY-PMJDY Beneficiary Details	Simple
29.	DFIBT	DFIBT Desk Monitoring	Simple
30.	DFIBT	Weekly Enrolment Version 3.0- JJBY	Simple

31.	DFIBT	Weekly Enrolment Version 3.0- SBY	Simple
32.	DSM	DSM-1 B	Simple
33.	DSM	DSM-1A	Simple
34.	DSM	DSM-2	Simple
35.	DSM	FPF	Complex
36.	FSDD	Disbursement under FSPF	Simple
37.	FSDD	Physical sanction & financial disbursement under TDF	Simple
38.	FSDD	Project -wise performance under TDF as at the end of each quarter	Simple
39.	FSDD	PRODUCE	Medium
40.	FSDD	Producer Organisation Development Fund	Simple
41.	FSDD	Projects sanctioned under FSPF	Medium
42.	FSDD	Projects supported with co-funding under CSR	Simple
43.	FSDD	MIS on UPNRM	Medium
44.	FSDD	Monitoring of Watershed projects	Simple
45.	FSDD	Projects sanctioned under Watershed Development Projects	Medium
46.	FSDD	Details of Watershed projects	Simple
47.	FSDD	PODF 2 New FPOs	Medium
48.	FSDD	Monitoring of Watershed projects New	Simple
49.	HRMD	HLS	Simple
50.	ID	Progress of Concurrent Audit	Simple
51.	ID	Details of Concurrent Audit	Simple
52.	ID	Reporting of Red Flagged Accounts/Frauds	Simple
53.	ID	C3	Simple
54.	ID	ID-01	Medium
55.	ID	ID-02	Simple
56.	ID	Fraud I	Medium
57.	ID	Fraud II	Simple
58.	ID	CEIB (Central Economic Intelligence Bureau)	Simple
59.	ID	Award of work on nomination basis.	Simple
60.	ID	KYC compliance.	Simple
61.	ID	Certificate of execution of loan documents cum Legal Audit	Simple
62.	IDD	Balance Sheet_PCARDB	Medium
63.	IDD	Income and Expenditure Statement_PCARDB	Simple
64.	IDD	Key Performance Indicators during the year_PCARDB	Medium
65.	IDD	Income and Expenditure Statement_SCARDB	Simple
66.	IDD	Balance Sheet_SCARDB	Simple
67.	IDD	Key Performance Indicators during the year_SCARDB	Medium
68.	IDD	CDF- PACS Development Cell (PDC)- Particulars of Sanction and disbursement	Medium
69.	IDD	Fit and Proper Criteria	Simple
70.	IDD	Performance Review of Nominee Director on the Board of RRBs	Simple

71.	IDD	Performance Review of Nominee Director on the Board of RRBs RO	Medium
72.	IDD	Performance Review of Nominee Director on the Board of RRBs ROCGM	Medium
73.	IDD	CORPORATE GOVERNANCE INDEX by Bank	Complex
74.	IDD	CORPORATE GOVERNANCE INDEX by RO	Complex
75.	IDD	Basic Data on PACS	Complex
76.	LAW	Pending court cases	Simple
77.	MCID	SHGs financed by banks	Medium
78.	MCID	SHGs maintaining savings A/c in Bank	Medium
79.	MCID	Financing of JLGs	Medium
80.	MCID	MFO/MFIs-Bank Linkage on on-lending to groups and others	Simple
81.	MCID	SHGs maintaining savings A/c in Bank. Commercial Banks	Medium
82.	MCID	Financing of JLGs. Commercial banks	Simple
83.	MCID	MFO/MFIs - Bank Linkage on on-lending to groups and others commercial Banks	Simple
84.	MCID	SHGs financed by banks commercial Banks	Medium
85.	MCID	Financing of JLGs Commercial Revised	Medium
86.	MCID	Progress under SHG-BLP, JLG and Livelihood-Innovations Action Research projects grounded etc	Medium
87.	MCID	Details of on-going/ closed SHPI projects (Sanctions & Releases)	Medium
88.	MCID	Cumulative Progress under Women Self help Group (WSHG) Scheme	Simple
89.	MCID	Details of grant assistance to on-going/ closed JLGPI projects (Sanctions & Releases)	Simple
90.	MCID	Statement on MEDP and LEDP	Simple
91.	MCID	Programme-wise details of amount booked under Women SHG Development Fund A/C	Simple
92.	MCID	Programme-wise details of amount booked under FIF A/C - Expenditure on SHG/JLG	Medium
93.	OFDD	Exhibition/Sales Status	Simple
94.	OFDD	Rural Haat Status	Medium
95.	OFDD	Rural Mart Status	Medium
96.	OFDD	Project Master - Newly Sanctioned Projects	Medium
97.	OFDD	Monthly Progress Report - Summary	Simple
98.	OFDD	MPR - Defaults/ Ongoing Projects	Simple
99.	OFDD	OFPO Status	Simple
100.	Rajbhasha	Quarterly Progress Report with respect to use of Rajbhasha	Simple
101.	RMD	Compliance to submission of reports/ returns	Medium
102.	RMD	Default Forecasting for SCARDB	Complex
103.	RMD	Monthly Feedback to RMD, HO after RMC meetings by ROs	Simple
104.	RMD	AGENDA FOR MONTHLY RMC MEETING	Medium
105.	RMD	Rating Migration Register	Medium
106.	RTI	RTI Monthly Return	Simple
107.	Sect	Monthly Performance Highlights.	Simple

108.	SPD	SO1-Activity-wise/Tranche-wise Status of Ongoing Tranches	Medium
109.	SPD	SO2-Project Tracking	Medium
110.	SPD	SO3-Likely Disbursements	Simple
111.	SPD	SO4 - Project Monitoring	Medium
112.	DOS	OSC1-Statement on Assets and Liabilities	Complex
113.	DOS	OSC2-Statement on Earnings	Complex
114.	DOS	OSC3-Statement on Segment/Sector wise Advances	Complex
115.	DOS	OSC4-Statement on Asset Quality	Complex
116.	DOS	OSC5-Statement on NPAs, OTS, write-off and large advances	Complex
117.	DOS	OSC6-Statement on Management	Complex
118.	DOS	OSC7-Statement on CRAR	Complex
119.	DOS	OSC8-Statement on Bank Profile	Complex
120.	DOS	OSC9-Statement on Demand, Collection, and Balance	Complex
121.	DOS	FMS-1 Report on actual/ suspected frauds detected during the Reporting Period	Simple
122.	DOS	FMS-2 Frauds Outstanding and all New cases of frauds	Medium
123.	DOS	FMS-3 Progress in disposal of all Fraud cases	Medium
124.	DOS	FMS-4 Report on Dacoities/ Robberies/ Theft/ Burglaries occurred during the quarter	Simple
125.	DOS	FMS-4.a Immediate repoting of Dacoities/ Robberies/ Theft/ Burglaries occurred	Simple
126.	DOS	Fraud Vulnerability Index: VINFRA	Simple
127.	DOS	CCB 3 Advances to and Recoveries from Societies	Medium
128.	DOS	CCB 4 Outstanding Entries in Branch Adjustment account	Medium
129.	DOS	CCB 5 Cash Credit Limits Sanctioned to Societies	Medium
130.	DOS	CCB 6 Details of Sundry Creditors	Medium
131.	DOS	CCB 9 Analysis of Overdues	Medium
132.	DOS	CCB 11 Details of Legal Action taken	Medium
133.	DOS	CCB 12 Defaults by Borrowing Institutions	Medium
134.	DOS	CCB 14 Dues from Societies under Liquidation	Medium
135.	DOS	CCB 15 Age-wise position of entries in Sundry Debtors	Medium
136.	DOS	CCB 16 Robberies, Dacoities etc.	Medium
137.	DOS	StCB 4 Outstanding Entries in Branch Adjustment account	Medium
138.	DOS	StCB 5 Details of Borrowings	Medium
139.	DOS	StCB 6 Details of Sundry Creditors	Medium
140.	DOS	StCB 8 Borrower-wise Loans and Advances	Medium
141.	DOS	StCB 9 Medium Term Conversion Loans	Medium
142.	DOS	StCB 12 Defaults by Borrowing Institutions	Medium
143.	DOS	StCB 13 Maintenance of Non-overdue Cover	Medium
144.	DOS	StCB 14 Age-wise position of entries in Sundry Debtors	Medium
145.	DOS	StCB 15 Robberies, Dacoities etc.	Medium

146.	DOS	Form I (SLR of StCBs/ DCCBs)	Complex
147.	DOS	Form I (SLR of StCBs)	Complex
148.	DOS	Form B (CRR of scheduled State Co-operative Banks)	Complex
149.	DOS	Form B Special	Complex
150.	DOS	Form IX (Asset Liability statement of Co-operative banks)	Complex
151.	DOS	Form IX Special	Complex
152.	DOS	Details of affiliated PACS/FSS/LAMPS	Simple
153.	DOS	Matrix of Policies - Coop	Complex
154.	DOS	Storage of Payment System Data	Medium
155.	DOS	Statement of structural liquidity	Complex
156.	DOS	Statement of interest rate sensitivity	Complex
157.	DOS	Half yearly review of investments	Medium
158.	DOS	KYC-I: KYC Directions-Status of Compliance	Simple
159.	DOS	KYC-II: AML/CFT	Simple
160.	DOS	KYC-III: Legal and AADHAAR Status	Simple
161.	DOS	KYC-IV: KYC Statistics	Simple
162.	DOS	KYC-V: Training on KYC/AML/CFT	Simple
163.	DOS	CS-01 (VICS): Vulnerability Index for Cyber Security Framework	Complex
164.	DOS	CS-02 (Level of Exposure)	Complex
165.	DOS	OSR1-Statement on Assets and Liabilities	Complex
166.	DOS	OSR1.a-Statement on Assets and Liabilities	Complex
167.	DOS	OSR2-Statement on Earnings	Complex
168.	DOS	OSR3-Statement on Priority Sector Advances	Complex
169.	DOS	OSR4-Statement on Asset Quality	Complex
170.	DOS	OSR5-Statement on NPAs, OTS, write-off and large advances	Complex
171.	DOS	OSR6-Statement on Management	Complex
172.	DOS	OSR7-Statement on CRAR	Complex
173.	DOS	OSR8-Statement on Bank Profile	Complex
174.	DOS	OSR9-Statement on Demand, Collection and Balance	Complex
175.	DOS	FMS 1 Report on actual/ suspected frauds detected during the Reporting Period	Simple
176.	DOS	FMS 2 Frauds Outstanding and all New cases of frauds	Medium
177.	DOS	FMS 3 Progress in disposal of all Fraud cases	Medium
178.	DOS	FMS 4 Report on Dacoities/ Robberies/ Theft/ Burglaries occurred during the quarter	Simple
179.	DOS	FMS 4.a Immediate repoting of Dacoities/ Robberies/ Theft/ Burglaries occurred	Simple
180.	DOS	RRB HO 4 - Borrowings	Medium
181.	DOS	RRB HO 8 - Inter Office Adjustment Account	Medium
182.	DOS	RRB HO 9 - Robberies, Dacoities etc.	Medium
183.	DOS	Form A (CRR of RRBs)	Complex
184.	DOS	Form A Special	Complex
185.	DOS	Form VIII (SLR of RRBs)	Complex

186.	DOS	Form X (Asset Liability statement of RRBs)	Complex
187.	DOS	Matrix of Policies - RRB	Complex
188.	DOS	Statement of structural liquidity	Complex
189.	DOS	Statement of interest rate sensitivity	Complex
190.	DOS	Half yearly review of investments	Medium
191.	DOS	DoS 1-Inspection Budget	Simple
192.	DOS	DoS 3-Conduct of inspections	Complex
193.	DOS	DoS 4-Issue of inspection report	Complex
194.	DOS	DoS5-Issue of HOR	Complex
195.	DOS	DoS 6-Compliance receipt and scrutiny	Complex
196.	DOS	DoS 7-Disposal of complaints	Complex
197.	DOS	DoS 9-Warning signals issued and replies received	Medium
198.	DOS	DoS 10-Quality scrutiny of inspection reports	Medium
199.	DOS	DoS 11.a-Meetings held with CEOs of banks	Medium
200.	DOS	DoS 11.b Workshops/Meetings with banks	Medium
201.	DOS	DoS 12-Bi-monthly meetings	Medium
202.	DOS	DoS 13-Details of regulatory action initiated	Medium
203.	DOS	DoS 14-List of officers working in DoS	Medium
204.	DOS	DoS 15-Processing of applications of StCBs for new places of business	Medium
205.	DOS	DoS 16-Special studies conducted	Medium
206.	DOS	DoS - 17 List of non-DoS officers trained/untrained in DoS - Banking Supervision	Medium
207.	DOS	DOS - 18 Details of non-DoS officers involved in on-site inspection	Medium
208.	DOS	IO COOP 1 Statement on Assets and Liabilities	Complex
209.	DOS	IO COOP 2 Depreciation on Investments	Complex
210.	DOS	IO COOP 3 Erosion in Sundry Debtors	Complex
211.	DOS	IO COOP 4.1 Divergence observed in Asset Classification	Complex
212.	DOS	IO COOP 4.2 Revised Asset Classification	Complex
213.	DOS	IO COOP 5 Asset Classification and Erosion in Assets	Complex
214.	DOS	IO COOP 6.1 Calculation of RWA	Complex
215.	DOS	IO COOP 6.2 Calculation of CRAR	Complex
216.	DOS	IO COOP 7 Compliance with various Sections of Relevant Acts	Complex
217.	DOS	IO COOP 8 Rating Chart	Complex
218.	DOS	IO COOP 9 - Recommendatory Note	Complex
219.	DOS	IO RRB 1 Statement on Assets and Liabilities	Complex
220.	DOS	IO RRB 2 Depreciation on Investments	Complex
221.	DOS	IO RRB 3 Erosion in Sundry Debtors	Complex
222.	DOS	IO RRB 4.1 Divergence observed in Asset Classification	Complex
223.	DOS	IO RRB 4.2 Revised Asset Classification	Complex
224.	DOS	IO RRB 5 Asset Classification and Erosion in Assets	Complex
225.	DOS	IO RRB 6.1 Calculation of RWA	Complex
226.	DOS	IO RRB 6.2 Calculation of CRAR	Complex

**Reports**

<b>Sl.No</b>	<b>Report name</b>	<b>Department</b>
1.	Compendium – DCCBs	DOS
2.	Compendium – StCBs	DOS
3.	Compendium – RRBs	DOS
4.	par summary – DCCBs	DOS
5.	par summary – StCBs	DOS
6.	par summary – RRBs	DOS
7.	Imp Parameters – DCCBs	DOS
8.	Imp Parameters – StCBs	DOS
9.	Imp Parameters – RRBs	DOS
10.	Daily Deposits - reported by banks	DOS
11.	Data Verification Report - RRBs – HO	DOS
12.	Data Verification Report - Co-operative Banks – HO	DOS
13.	Complaints Pending	DOS
14.	Agency wise - summary of new cases	DOS
15.	Dacoities - New Cases	DOS
16.	FMS - 3 – 1	DOS
17.	FMS - 3 Progress And No Progress Details	DOS
18.	Dacoities - New cases above the specified amount	DOS
19.	Frauds - Old cases above the specified amount - Progress or No-progress	DOS
20.	Frauds - Cases with no progress	DOS
21.	Frauds - New cases above the specified amount	DOS
22.	Frauds - Recovery and Outstanding - outstanding cases total	DOS
23.	Frauds - Old cases above the specified amount	DOS
24.	Frauds - Recovery and Outstanding	DOS
25.	Frauds - Recovery and Outstanding 14-15	DOS
26.	RRBs Frauds - Recovery and Outstanding 14-15	DOS
27.	Pending Cases Duration	DOS
28.	FSTAT15	DOS
29.	Outstanding Priority Sector Lending Data	DOS
30.	IDD Report - OSC source and validation	DOS
31.	PAR –RRB	DOS
32.	PAR - Co-operative Banks	DOS
33.	PARs sent - details from to to	DOS
34.	PARs sent – details	DOS
35.	Diagnostic Analysis – RCBs	DOS
36.	SLR CRR sent - details from to to	DOS
37.	SLR CRR sent – details	DOS
38.	Profile of RRBs	DOS
39.	Profile of StCBs	DOS
40.	Profile of DCCBs	DOS
41.	Time Series - dccb - insp.	DOS
42.	Divergence in NPA - rrb - insp. or audit	DOS

43.	Time Series - dccb - audit and insp.	DOS
44.	weak banks - dccb - audit and insp.	DOS
45.	Time Series - dccb – audit	DOS
46.	Time Series - dccb - insp. or audit	DOS
47.	Time Series - rrb – audit	DOS
48.	Time Series - rrb - audit and insp.	DOS
49.	Time Series - rrb - insp.	DOS
50.	Time Series - rrb - insp. or audit	DOS
51.	Time Series – stcb	DOS
52.	Time Series - stcb - audit and insp.	DOS
53.	Time Series - stcb - insp.	DOS
54.	Time Series - stcb - insp. or audit	DOS
55.	A & B Rated - annexure – dccb	DOS
56.	A & B Rated - annexure – rrb	DOS
57.	A & B Rated - annexure – stcb	DOS
58.	C & D Rated - annexure – dccb	DOS
59.	C & D Rated - annexure – StCB	DOS
60.	C & D Rated - annexure – rrb	DOS
61.	Compliance - annexure – dccb	DOS
62.	Compliance - annexure – rrb	DOS
63.	NPAs - diff in audit and inspection	DOS
64.	Stress Test - Credit Risk – dccb	DOS
65.	Stress Test - Credit Risk – rrb	DOS
66.	Stress Test - IRR – dccb	DOS
67.	Stress Test - IRR – rrb	DOS
68.	Rating Migration of Banks	DOS
69.	DOS - 4 Rating Category summary	DOS
70.	Rating Category of Banks - based on DOS 4	DOS
71.	Rating Migration - DoS 5	DOS
72.	Rating wise business parameters	DOS
73.	Summary of ratings - DoS 5	DOS
74.	Rating of banks – cooperative	DOS
75.	Rating of banks – rrb	DOS
76.	executive summary - annexure - dccb (In 2 yrs)	DOS
77.	exe. summary - annexure - rrb - a to b	DOS
78.	exe. summary - annexure - rrb - c and d	DOS
79.	exe. summary - annexure - dccb - a to b	DOS
80.	exe. summary - annexure - dccb - c and d	DOS
81.	exe. summary - annexure - stcb - a to b	DOS
82.	exe. summary - annexure - stcb - c and d	DOS
83.	list of new fraud cases – dccb	DOS
84.	new frauds where amount involved > 20 and 100 lakh – dccb	DOS
85.	outstanding cases – dccb	DOS
86.	Outstanding cases - Duration – dccb	DOS
87.	summary – dccb	DOS
88.	list of new fraud cases - stcb	DOS
89.	new frauds where amount involved > 20 and 100 lakh - stcb	DOS
90.	outstanding cases – stcb	DOS
91.	Outstanding cases - Duration - stcb	DOS

92.	summary – stcb	DOS
93.	list of new fraud cases – rrb	DOS
94.	new frauds where amount involved > 20 and 100 lakh – rrb	DOS
95.	outstanding cases – rrb	DOS
96.	Outstanding cases - Duration – rrb	DOS
97.	summary – rrb	DOS
98.	Comp. with 42 and 22 – StCBs	DOS
99.	Comp. with 42(6)(a)(i) and (ii) – rrbs	DOS
100.	Compliance with Section 22(3)(b) – coop	DOS
101.	SP No. 1 Comp. with stat	DOS
102.	Presentation folder 16 replicated reports	DOS
103.	branch-wise financial data – dccb	DOS
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105.	branch-wise financial data - dccb based on OSC 8.3	DOS
106.	branch-wise financial data - rrb Based on OSR - 8.3	DOS
107.	list of branches - dccb/Stcb	DOS
108.	list of branches – rrb	DOS
109.	list of districts – rrb	DOS
110.	list of districts – dccb	DOS
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116.	Compliance with Sections – rrbs	DOS
117.	Compliance with Sections - rrbs - state-wise	DOS
118.	regulatory action taken - co-ops	DOS
119.	Compliance with policies - co-ops previous years data	DOS
120.	Compliance with Sections - co-ops previous years data	DOS
121.	regulatory action taken – rrbs	DOS
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123.	Level of Exposure (Form - I) - full data	DOS
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125.	VICS (CS-01) - full data - dccb – Marks	DOS
126.	VICS (CS-01) - full data - rrb -Yes/No	DOS
127.	VICS (CS-01) - full data - rrb – Marks	DOS
128.	VICS (CS-01) - full data - stcb -Yes/No	DOS
129.	VICS (CS-01) - full data - stcb – Marks	DOS
130.	Data on Disbursement of Loans - DCCBs - Dec.	DOS
131.	Data on Disbursement of Loans - DCCBs - Jun.	DOS
132.	Data on Disbursement of Loans - DCCBs - Mar.	DOS
133.	Data on Disbursement of Loans - DCCBs - Sep.	DOS
134.	Data on Disbursement of Loans - RRBs - Dec.	DOS
135.	Data on Disbursement of Loans - RRBs -Jun.	DOS
136.	Data on Disbursement of Loans - RRBs - Mar.	DOS
137.	Data on Disbursement of Loans - RRBs - Sep.	DOS
138.	Addresses of Banks	DOS

139.	Contact Numbers of Banks	DOS
140.	Contact Numbers of Presidents and CEOs	DOS
141.	Licensee Details - Agency wise	DOS
142.	list of sponsor banks	DOS
143.	Profile of the Board of Directors - OSC6	DOS
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145.	fswm – rrb	DOS
146.	IBPC - PSL & Non PSL	DOS
147.	IBPCs	DOS
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149.	PSLCs	DOS
150.	Investments Half yearly return – dccb	DOS
151.	Investments Half yearly return – rrb	DOS
152.	Investments Half yearly return –stcb	DOS
153.	Investments Half yearly return - full data	DOS
154.	Matrix of Policies - Consolidated – dccb	DOS
155.	Matrix of Policies - Consolidated – stcb	DOS
156.	Matrix of Policies Consolidated – rrb	DOS
157.	KYC Statistics	DOS
158.	KYC Statistics - Bank wise	DOS
159.	KYC Statistics - Branch wise	DOS
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161.	loans o/s – RRBs	DOS
162.	loans o/s – DCCBs	DOS
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165.	Harmonizing of NPAs - DCCBs – revised	DOS
166.	NDTL – StCBs	DOS
167.	Age-wise break up of branch adjustment a/c – coops	DOS
168.	Age-wise break up of inter-office and inter-bank entries – RRBs	DOS
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170.	CSO data-DCCB	DOS
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175.	FSWM - coops_ only forTelugu States	DOS
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177.	IR RRB_rating migration_test	DOS
178.	List of weak banks – DCCBs	DOS
179.	List of weak Banks – RRBs	DOS
180.	Migration Audit- co-ops	DOS
181.	Notes withdrawn - form 6A - bank-wise Submission Details	DOS
182.	NPAs - As per Bank and As per IO - co-op	DOS
183.	NPAs - As per Bank and As per IO – RRBs	DOS
184.	Rating Migration-DCCB-Test	DOS
185.	Rating Migration-StCB-Test	DOS

186.	Recovery OSS – 9	DOS
187.	review of banks - co-ops DONE on 15-06-2017	DOS
188.	Risk Rating Scale – DCCBs	DOS
189.	Training on AML & CFT	DOS
190.	Weak Bank analysis _RRB_DONE	DOS
191.	Weak Bank analysis-Coop-test	DOS
192.	ots – dccb	DOS
193.	ots – rrbs	DOS
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195.	write off – dccb	DOS
196.	write off – rrbs	DOS
197.	write off – stcb	DOS
198.	data on PACS - bank-wise society-wise	DOS
199.	data on PACS - state-wise	DOS
200.	Level of PACS Computerisation	DOS
201.	NPAs - As per Bank and As per IO - co-op	DOS
202.	NPAs - As per Bank and As per IO – RRBs	DOS
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204.	Signatory Details reports – OSS	DOS
205.	Priority Sector Target and Achievement – March	DOS
206.	purpose-wise NPAs – DCCBs	DOS
207.	purpose-wise NPAs – RRBs	DOS
208.	purpose-wise NPAs – StCBs	DOS
209.	qpr - compliance with sections	DOS
210.	sec 11 non complying banks	DOS
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212.	regulatory action taken - reported by IO	DOS
213.	regulatory action taken - reported by RO	DOS
214.	default in crr/ slr - non-scheduled co-op	DOS
215.	default in crr/slr – rrb	DOS
216.	default in crr/slr - scheduled co-op	DOS
217.	Form A and VIII – rrb	DOS
218.	Form I and IX - non-scheduled co-op	DOS
219.	Form I and IX - scheduled co-op	DOS
220.	letter - default in crr/slr - non-scheduled co-op – ho	DOS
221.	letter - default in crr/slr - scheduled co-op – ho	DOS
222.	submission status - Form - I, VIII	DOS
223.	Handbook of Statistics - RRBs - Form A	DOS
224.	group exposures – RRBs	DOS
225.	top non-performing borrowers - co-ops	DOS
226.	top non-performing borrowers – RRBs	DOS
227.	top performing borrowers - co-ops/RRBs	DOS
228.	top performing/Non performing borrowers - co-ops/rrbs	DOS
229.	complaints received and disposed of	DOS
230.	complaints received and disposed - Full Data	DOS
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232.	compliance reports - status - as on date	DOS
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234.	compliance reports - status - as on date - agency-wise	DOS
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253.	CAMELSC Rating of banks by IOs	DOS
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262.	applications received for new branches from StCBs	DOS
263.	OSS - Returns Acceptance Report - Bank-wise	DOS
264.	IO returns - Returns acceptance report - RO-wise	DOS
265.	OSS - Returns Acceptance Report - RO-wise	DOS
266.	Return submission status - Applications of StCBs for new Places of Business	DOS
267.	Return submission status - Monthly Returns	DOS
268.	Return submission status – Event based returns	DOS
269.	Return submission status – HoR Finalisation	DOS
270.	applications received for new branches from StCBs	DOS
271.	quality scrutiny of IRs	DOS
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273.	Complaints received and disposed - Full Data (DOS-7)	DOS
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275.	Details of non-DoS officers involved in on-site inspection (DOS-18)	DOS
276.	HoRs Issued - Full Data (DoS-5)	DOS
277.	Inspection budget - Full Data (DOS-1)	DOS
278.	Inspections conducted - Full Data (DOS-3)	DOS
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284.	SRF data RRBs	DOS
285.	Inspectionstatement DCCB	DOS
286.	Inspectionstatement RRB	DOS
287.	Inspectionstatement StCB	DOS
288.	inspection inputs	DOS
289.	Docket Sheet - Part A	DOS
290.	IR Documents	DOS
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292.	LoSC - co-op. – cs	DOS
293.	LoSC - co-op. – rcs	DOS
294.	LoSC - co-op. – sec	DOS
295.	LoSC – rrb	DOS
296.	ROR - co-op.	DOS
297.	ROR/ HOR – rrb	DOS
298.	IR Inputs	DOS
299.	fms submission reports	DOS
300.	inspection/ io returns submission reports	DOS
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305.	ALM submission reports	DOS
306.	Details of affiliated PACS/ FSS/ LAMPS	DOS
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310.	Matrix of Policies - Submission Reports	DOS
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313.	Inspection Statement – StCBs	DOS
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316.	Inspection Statement – RRBs	DOS
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318.	DVR - DCCBs	DOS
319.	Inspection Statement – DCCBs	DOS
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329.	Monthly Position of KCC_DCCB and RRB Cumulative Operative 2	DOR
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331.	Monthly Position of KCC_DCCB and RRBwise Annx IV GOVERNMEN	DOR
332.	Monthly Position of KCC_DCCBs and RRb_1	DOR
333.	Monthly Position of KCC_MPR During the year	DOR
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338.	PM Announcement - Interest Waiver	DOR
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346.	NLM - Monthly Progress Reports (MPR)	DOR
347.	PSC format - NLM - Final Submitted Data to NABARD	DOR
348.	DOR-NLM - Weekly Progress Report (WPR)	DOR
349.	DOR-NLM - PFMS Report	DOR
350.	DOR - AMI - Benficiery Details	DOR
351.	DOR - AMI - Budget Details	DOR
352.	DOR - AMI - Dashboard-advance subsidy	DOR
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354.	DOR - AMI - MPR (Sanction of Schemes)	DOR
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472.	Rajbhasha Quarterly Submission Report - RO –wise	Rajbhasha
473.	Full Data Compliance to submission of reports	RMD
474.	RMD Monthly Submission Report - RO –wise	RMD
475.	RMD Quarterly Submission Report - RO –wise	RMD
476.	Compliance to submission of reports-Submission report	RMD
477.	Delay in submission to Regulatory Authorities	RMD
478.	Penalty imposed/paid to Regulatory Authorities	RMD
479.	Full Data RTI Monthly Return	RTI
480.	RTI Monthly Submission Report - RO –wise	RTI
481.	Full Data Likely Disbursements	SPD
482.	Full Data Project Monitoring Statement	SPD
483.	Full Data Project Tracking Statement	SPD
484.	Full Data Tranche-wise Disbursement	SPD
485.	SPD Monthly Submission Report - RO –wise	SPD
486.	SPD Quarterly Submission Report - RO -wise	SPD

New Returns and Reports which are absolutely necessary as decided by NABARD apart from above list may be added during product development and implementation phase and will have to be developed at no extra cost

## ANNEXURE-W

### Definitions

The following expressions hereunder and elsewhere in the RFP/Contract Documents used, unless repugnant to the subject or context thereof, shall have the following meanings hereunder respectively assigned to them :-

1. **NABARD** (also referred as Bank, purchaser) means National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as “NABARD”) having its Head Office at Plot No. C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices (ROs)/Training Establishments (TEs) in different cities across the country, shall include their successors and assignees for orders placed by NABARD.
2. **RO** means Regional Offices of NABARD
3. **TEs** means Training Establishments of NABARD
4. NABARD intends to issue this bid document, hereinafter called **Request For Proposal or RFP**, to the vendor, to participate in the bid for “Data Collection and Management System” as per scope of work, terms and conditions in this RFP.
5. **Vendor, Successful Bidder:** shall mean Individual, agency, Firm or Company (whether incorporated or not) selected by NABARD for the performance of the Contract and shall include its legal representatives, successors and permitted assigns.
6. **SI** stands for System Integrator.
7. **OEM** stands for Original Equipment Manufacturer.
8. **Bidder** shall mean any Person or Persons, Firm or Proprietor who participates in this Bid indicating his / her / their interest & offering the Project / Work and its successful completion.
9. **Supplies, Project, Work** mean specified job(s) and/ or work(s) of this tender for delivery and installation of goods or services as mentioned in the RFP.
10. The **Contract** shall mean the agreement between the parties as derived from the Contract Documents.
11. The **Contractor** is Same as Vendor.
12. **EMD**, Earnest Money Deposit i.e, Money (or equivalent) deposited along with, the bid indicating willingness to abide by the rules of the bid process and assuring NABARD the Vendor’s capability to take up the project and complete in stipulated time.
13. **SD**, Security Deposit i.e, Performance Bank Guarantee deposited with NABARD as a performance guarantee for the quality specifications of the Data Collection and Management System & and other services to be rendered during the warranty period.
14. **Work order or Purchase order or PO** means Letter of intent given by NABARD to the successful bidder of the bid expressing interest and intention for entering into a contract with the successful bidder for carrying out the proposed job(s) mentioned in the bid.
15. **Officer-in-charge** shall primarily refer to the officer of NABARD to whom this bid is submitted, or any other officer within the same department who has been designated by him/her from time to time to handle the proceedings of this bid.
16. **HRMS** means Human Resource Management System
17. **CLMAS** means Centralized Loan Accounting Management System
18. **TALMS** means Treasury Asset & Liability Management System
19. **OSS** means Off-site Surveillance

20. **DCMS** means Data Collection and Management System
21. **ILMS** means Integrated Library Management System.
22. **NABNET** is the internal web portal of NABARD
23. **Complete Agreement:** The terms and conditions of the RFP along with work order shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized Official of NABARD and the Vendor.
24. **Acceptance by NABARD:** Authorized officer(s) of NABARD must certify & sign all the installation reports and the invoice(s) for the Bill of Material.
25. **Downtime** is the time during which the DCMS 2.0 application is not operational.
26. **Uptime** means the time during which the DCMS 2.0 application is operational for usage by the end users
27. **Failure** is the condition that renders NABARD unable to perform any of the defined functions on the DCMS 2.0 Solution.
28. **Restoration** is the condition when the vendor demonstrates that the DCMS 2.0 Solution is in working order and NABARD acknowledges the same.
29. **ADF** means Automated Data Flow
30. **DW** means Data Warehouse
31. **FTEs** Full time Equivalents
32. **Go-Live** means the implementation of DCMS 2.0 solution/application is complete as under:
  - The delivery and installation of DCMS software and other necessary softwares are completed
  - All returns and Reports given in Annexure-V are developed, UAT signoff accorded by competent authority and deployed in production.
  - The Database migration from DCMS 1.0 to DCMS 2.0 is completed.
  - The application is ready for usage by the end users.
  - The production system is running smoothly as expected and received signoff from competent authority.
33. **Ensure 1.0** or **DCMS 1.0** means the existing Data Collection and Management System also known as Ensure , the brief description of which is given in Annexure-T

## Response to Prebid Queries

Sl.	Page No.	Clause	Clause No.	RFP Term	Clarifications and Amendments sought	NABARD Comments
1	7	Tender Details	Last date & time for submission of Bid	09-01-2023 at 15:00 hours	Request the Bank to give more 15 day's time from the date of publishing the Pre-bid clarifications on the Bank's website	Request is considered.
2	15	Chapter-2	Objective i	The primary objective of the project is to collect data available in different source of CI's/Internal departments in predefined formats at regular intervals on a single platform at NABARD from where MIS reports can be generated.	Is data collection required to be done directly from the source system DBs or API. Whether we will be allowed for connecting to CIs CBS DB directly.	No. The collection would be through web forms initially with provision built in for data collection through ADF.
3	15	Chapter-2	Objective iv	Implement a solution that will validate the correctness of data, eliminate the redundant data & help in tracking and revision of data.	Will NABARD be providing validation rules? Request NABARD to clarify the required validation. Is PPI and geo spatial data to be validated/	Validation rules would be provided by NABARD.
4	16	Statement of Work	vi.	The solution should be compliant with any guidelines and related documents on ADF issued by RBI or other relevant entities during the project period for data capture and the selected Vendor will enable/implement generation of various EWS (Early Warning Signals) reports through a user interface, as per requirement of the Bank.	Request NABARD to clarify that who will be the user of this EWS.	NABARD and CIs are the users of EWS.
5	17	Statement of Work	vii.	Vendor should also be prepared to provide enhancements/modifications keeping in view the fresh/future requirements of NABARD or Regulatory/Statutory Authorities.	Request NABARD to clarify if the timelines specified for implementation of reports/returns as per Annexure V, will be extended proportionately for development efforts of fresh/future requirements.	Timeline mentioned for development of returns/reports indicated in Annexure-V would be as per Chapter 5 - Delivery and payment schedule Point 5.1.4 on page 29. Fresh/future requirements during the implementation phase would be decided separately. Fresh/future requirements post implementation and go-live, would be done by onsite engineers.
6	17	Data Migration	vii.	e) Enter into Tripartite agreement with NABARD and existing SI for Data migration activity.	Request NABARD to clarify, that the migration activity be independent of the implementation timelines as specified by the RFP as the migration activity involves a 3rd party (existing SI) on which the successful bidder has no control and therefore the successful bidder should not be held responsible for the delay due to the existing SI. Further no cost will be borne by the successful bidder. The Bidder shall perform activities of data migration as per the defined SOW in this Agreement and therefore any other agreement with another party should not be required.	Tripartite agreement is required to be entered among the existing vendor, new vendor and NABARD for smooth Data migration.
7	17	Data Migration	vii. (g)	Be responsible for migrating the data to new system (DCMS 3.0 or any other solution) on expiry of contract period.	Is data migration from DCMS 2.0 to DCMS 3.0 a one-time event?	Yes
8	17	USER Management	viii.	The user shall have option to select the role (Maker/checker/Normal user/Advanced user/Admin) assigned by Admin/Super user.	Is user should be allowed for multiple roles	Yes

9	18	USER Management	viii.	Users should be able to reset/retrieve their passwords through forgot/reset password feature using Email and SMS.	Is SSO feature to be provided, also in one of the points in RFP it is mentioned that we have to integrate with Office 365, Is a proprietary user management could be provided.	A proprietary user management for the solution can be provided but it should have capability to integrate SSO functionality.
10	19	REPORT generation methodology	x.	a) All the reports will be developed using PowerBI. The required licenses for PowerBI will be provided by NABARD.	Can the reports could be released in web page using proprietary application?	No
11	19	REPORT generation methodology	x.	c) Ability to generate aggregate reports at sector/regional/country level etc as per requirement of departments at HO and RO.	Is this visibility to be enabled in PowerBI?	Yes
12					Whether the POWERBI reports will be presented to all branches/CIs?	Yes
13	19	REPORT generation methodology	x.	e) Drill Down facility for all reports should be made available	Whether Drill down facility should be provided as common facility or should be customized per report?	As per Business requirement
14	19	REPORT generation methodology	x.	g) Report should be able to be generated for any input period / For any CI /for any pre-defined geographical areas like state, region etc. with flexibility in selecting parameters for generation of reports for purpose of data blending.	What is the data retention period?	As per NABARD Data retention policy. No data deletion without prior written approval from NABARD
15	20	REPORT generation methodology	xiv.	The data collected through DCMS must be stored in a centralised database. Further, data should be accessible using interfaces such as SQL Enterprise Manager, TOAD etc.	what is the CDR database?	As defined in RBI guidelines
16		REPORT generation methodology	xiv.		Whether CIMS platform solution required	No
17		REPORT generation methodology	xiv.		Whether XBRL generation software is required for filing returns to RBI	As per the applicable RBI guidelines
18	22	REPORT generation methodology	xxix.	The vendor should provide maintenance (AMC) for the entire installation (software and database given as part of the solution) for a period of two years post warranty period. All the current and valid documentation from OEM/Vendor during the project period to be shared.	However on page number 25 under "Deliverables:" it has been mentioned as "Licenses for DB and Operating system shall be provided by the Bank". Please clarify this contradictory statement.	Bidder has to provide warranty and/or AMC along with all DB and OS licenses for the entire project period . If spare capacity for any kind of licenses is available with the bank, it will be reduced later from the Bills of Material and NABARD will provide for the same. In case, licenses are arranged by NABARD corresponding AMC and renewals shall be provided by NABARD.
19	23	Web-access Requirements	iii	Bank will provide Hardware in the NABARD Data Centre on Nutanix Acropolis HCI in Windows or Linux Server for hosting. All other requirements/licenses required to support the application shall be procured/implemented/ configured by vendor in coordination with NABARD team. SSL Certificate will be provided by NABARD, the same will be installed by vendor at DC and DR Site.	Kindly let us know whether NABARD is having Unlimited License Agreement (ULA) for Oracle Database License and the same will be provided to the successful bidder. We also request NABARD to provide all the required licenses such as IBM MQ.	Please refer corrigendum to see updated clause
20	25	Deliverables	6	Perpetual Licenses with latest version of Application software or any other software required for development /deployment as well as maintaining the application post Go Live. (Licenses for DB and Operating system shall be provided by the Bank, as sufficient number of Microsoft licenses are available with the Bank)	Request NABARD to provide the name of DB licenses which will be provided by the Bank.	Please refer corrigendum to see updated clause
21	28	Commercial Evaluation	3.3	Name of the Projects/Individual components: 1. DCMS software along with necessary licenses for a minimum three year warranty (Hardware to be provided by NABARD)	Request the Bank to modify this clause as "DCMS / MIS / CIMS/ ADF / similar software along with necessary licenses for a minimum three year warranty (Hardware to be provided by NABARD)"	Accepted provided the software meets the requirements as spelt out in RFP

22	32	Onsite Engineer cost	5.2.5	Shall be paid quarterly in the month following quarter.	Request NABARD to make the make monthly payments.	No change
23	32	AMC cost	5.2.6	Shall be paid quarterly in the month following quarter.	Request NABARD to pay the AMC cost in advance of the quarter.	No change
24	32	Payment terms	5.2	All payment will be made on quarterly basis.	Request the Bank to make the payment on monthly basis.	No change
25	42	Letter of Authorisation to Bid	Annexure-B	Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.	Request the Bank to accept Board Resolution or Power of Attorney.	Accepted. The document should satisfactorily meet the requirements
26	60	Bidder's Minimum Eligibility Criteria Check list	Annexure-H	1. Supporting documents required as proof to be submitted: (i) Copy of the certificate of incorporation and certificate of commencement of business issued by the Registrar of Companies.	Commencement of Business: Extract of Section 10A. Commencement of business etc. (1) A company incorporated after the commencement of the Companies (Amendment) Ordinance, 2018 and having a share capital shall not commence any business or exercise any borrowing powers unless— (a) a declaration is filed by a director within a period of one hundred and eighty days of the date of incorporation of the company in such form and verified in such manner as may be prescribed, with the Registrar that every subscriber to the memorandum has paid the value of the shares agreed to be taken by him on the date of making of such declaration; and (b) The company has filed with the Registrar a verification of its registered office as provided in sub-section (2) of section 12. (2) If any default is made in complying with the requirements of this section, the company shall be liable to a penalty of fifty thousand rupees and every officer who is in default shall be liable to a penalty of one thousand rupees for each day during which such default continues but not exceeding an amount of one lakh rupees. (3) Where no declaration has been filed with the Registrar under clause (a) of sub-section (1) within a period of one hundred and eighty days of the date of incorporation of the company and the Registrar has reasonable cause to believe that the company is not carrying on any business or operations, he may, without prejudice to the provisions of sub-section (2), initiate action for the removal of the name of the company from the register of companies under Chapter XVIII.] As per the above provisions, The ordinance came into force on 2nd Nov 2018 therefore all the provisions of this section become applicable from 2nd November 2018. Therefore every company having share capital incorporated after 2nd November 2018 has to file declaration for commencement of business. Our company was incorporated on 2nd June, 2004 as a private limited company and later on converted into an unlisted public limited company on 15th March, 2017. As both these activities were done before 2nd November, 2018, the provisions of SECTION 10 A of Indian Companies Act, 2013 – Hence COMMENCEMENT OF BUSINESS CERTIFICATE is not applicable to our company.	Service provider may provide relevant documentation in accordance with extant law and furnish an undertaking duly signed by the authorized signatory along with supporting documents for the purpose. However, the acceptance of the bid is subject to satisfactorily meeting the requirements of NABARD
27	60	Bidder's Minimum Eligibility Criteria Check list	Annexure-H	Supporting documents required as proof to be submitted: Statutory auditor certificate indicating that bidder is in DCMS services in India for last three years.	Request the Bank to accept the minimum experience / certificate from clients / banks for DCMS / similar solutions instead of certificates from statutory auditor.	Please refer corrigendum to see updated clause

28	78	Commercial Bid Form	Annexure-L	5. Onsite Engineer cost#: v. vi. vii. viii. ix	Request the Bank to clarify if whether the cost should be mentioned monthly or yearly or full contract period?	The cost will be for the entire contract period for the total resources under each row (row 5.v to 5.ix) items. The billing for onsite team starts from "Go Live" till end of the contract period. In addition to above, number of resources and rate per resource may be indicated on per annum basis. This may be read along with Point no 7 of Deliberable (Page no 25)
29	78	Commercial Bid Form	Annexure-L	AMC cost (AMC period would commence after expiry of warranty period).	Request the Bank to clarify if whether the AMC cost should be mentioned yearly or total contract period?	AMC cost to be indicated for the total AMC period. However AMC cost per annum, along with component wise details if any may also be separately indicated. This may be read along with Chapter 5 - Delivery and Payment Schedule para 5.1 serial no 5 (page 31)
30	85	Document Check List	Annexure-Q	Bidder's should submit following documents as part of Technical & Commercial Bid:- Non-Disclosure Agreement	However on page number 38, under "22. Non-Disclosure Information" it has been mentioned as "The Selected Bidder shall be required to sign a Non-Disclosure Agreement with the Bank as per the prescribed format provided in Annexure-E." Request the bank to clarify if the NDA is to be submitted only by successful / selected bidder.	Bidder's should submit Non-Disclosure Agreement documents as part of Bid submission documents.
31	110	ESCROW ARRANGEMENT	26	NABARD and the service provider shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of source code and the obligations of the escrow agent. Costs for the escrow will be borne by the Service provider. As part of the escrow arrangement, the service provider will provide a detailed code documentation of the solution, which has been duly reviewed by an external independent organisation for its validity.	Request NABARD to bear the cost of Escrow agreement. The Bidder shall not share its original source code.	The successful bidder and NABARD will share the cost on 50:50 basis
32	15	Purpose	Chapter 2	"It should be able to create various reports required by NABARD, RBI and other government and regulatory authorities in the manner, format and language "	How many such reports are there in scope?	On an average 5% increase per year is observed in the Returns/Reports during the past.
33	15	Purpose	Chapter 2	Application with existing applications and upcoming applications, along with future upgrades, through APIs/web services etc. This would envisage parameterization, historical data management, verifying data quality, migrating data, user acceptance testing, Performance & Stress testing, documentation, training, knowledge transfers and support.	How many existing applications are there? Could we have a list of APIs and specifications through which integration is expected currently? It is assumed that future integration will be carried out as per change management process	Please refer Page 24: APIs and Data Integration requirements
34	16	Objective	Point ii	The ADF should be capable to integrate with major CBS (Core Banking Solution) of Cis.	Could we get a list of CBS in scope?	List of CBS shall be provided during implementation phase.
35	16	Objective	Point ii	Selected vendor to undertake pilot study of 10 Banks identified by NABARD for ADF implementation using 20 sample regulatory/ statutory returns.	Is it pilot study or implementation? Any work at the bank's side be covered separately with the banks or should that effort be included here?	Source System study is a part of the scope of pilot study
36	17	Data Migration	vii. (b)	Successful Bidder shall: a) be responsible for migrating the data from the existing DCMS solution in NABARD to the new system.	Can we get further information on historical data volume and if entire historical data is stored in uniform manner?	Data volume is less than 1 TB. Data may be migrated in phases (legacy + incremental data during the implementation period)

37	20	RETURN creation/modification	xv	There is a mention of SAP BO/Jasper etc.	Please confirm if apart from Power BI, SAP BO and Jasper tool will also be used for reports generation. Also, are there any other tools to be considered and their license mechanisms	Reporting tool shall be Power BI.
38	22	RETURN creation/modification	xxx	The Vendor should be able to provide uninterrupted services at various offices of NABARD. The support team of the Bidder should ensure remote/online support to users of any RO/TE/CIs.	It is assumed that support will be provided remotely in addition to the support provided by 2 support engineers who would be deputed at NABARD office as per the point #7 of page 25. Kindly confirm	Yes
39	27	Role of Onsite Engineers		Role of onsite engineers	It is assumed that additional reports etc. can be developed by the engineers as per the available capacity. They will comply with leave policy of with NABARD or service provider	Agreed number of onsite support/development/report engineers to be available during working hours of NABARD . However if required, onsite support may be provided beyond working hours and on holidays. Leave policy of deployed resources is not in the purview of NABARD.
40	27	Helpdesk		Helpdesk	It is assumed that call centre facility is not part of scope. Could you share the current volume of helpdesk activities (number of monthly tickets)?	Help Desk scope of work as mentioned at Page 27 of RFP
41	72	Other Mandatory Technical Features	Point 17	The AMC support shall develop/modify Returns and Reports.	Could you indicate max count, or can we assume a cap on effort?	No maximum count of development/ modification of reports and returns can be provided. However, an increase of upto 5% has been assessed during the past. It is just indicative.
42	72	Other Mandatory Technical Features	Point 54	Availability of a chat bot on the dashboard to combine the functionality of Escalation management, Help section and the Contact Us feature.	Is there any existing chatbot?	No
43	74	Other Mandatory Technical Features	Point 62	The solution should be capable of auto updates, if approved	Could you please elaborate?	The clause is removed from the scope. Please refer to the Corrigendum.
44	74	Other Mandatory Technical Features	Point 64	System should support Multiple platforms viz. Windows, Linux, AIX OS.	Will there be a need for testing with these OS to confirm?	Yes
45	74	Other Mandatory Technical Features	Point 64	The system shall support highly scalable storage capacity	It is assumed that NABRAD will facilitate hardware capacity enablement. Please confirm	Yes.
46	15	Scope of work	Chapter 2	Scope of work	1. Is it allowed to have one prime bidder and others as their OEM partners? With OEM authorization provided to the prime bidder?	Please refer page 11, Clause D: Two firm / company / organization shall not partner with each other to bid jointly for this project
47		Scope of work	Chapter 3	Scope of work	2. What are the different source systems of the CIs/ Internal Departments? or should we consider that all the CIs and Internal departments have same source systems?	The list of CBS of CIs shall be shared during implementation. Internal Departments of NABARD have a single Source System.
48		Scope of work	Chapter 4	Scope of work	3. Is it expected to provide automation of the data from the various source systems of the CIs? considering each CI would have different source systems?	Yes.
49		Scope of work	Chapter 5	Scope of work	4. Do we need to consider the latest RBI 'CIMS' reporting requirements along with the ADF reporting guidelines?	As per the applicable RBI guidelines

50		Scope of work	Chapter 6	Scope of work	5. How many CIs and Internal departments to be considered for the end-to-end automation of the data and reporting?	The details of internal departments given in Annexure - U. For the purpose of automation, all the client institutions to be considered in the scope.
51		Scope of work	Chapter 7	Scope of work	6. Do we need to factor in the commercials for all the CIs/ internal departments or for now the commercials are limited to 10 CIs initially?	Scope of commercials as per the scope of work defined in the RFP
52	60	Bidder's Minimum Eligibility Criteria Check list	Annexure H	Bidder's Minimum Eligibility Criteria Check list	Can NABARD considering relaxing the mandatory condition for the bidder to have ISO 9001 certification in case of MSME company.	No change
53	15	Scope of Work	Chapter-2:	It should be able to create various reports required by NABARD, RBI and other government and regulatory authorities in the manner, format and language as required by each one of them periodically or as and when required with facility to transmit through interface as well as manual, with their systems or upload.	How many requests we will get in a year?	On an average 5% increase per year is observed in the Returns/Reports during the past.
54	17	Statement of Work	v.	Vendor should also be prepared to provide enhancements/modifications keeping in view the fresh/future requirements of NABARD or Regulatory/Statutory Authorities.	A maximum cap should be defined in order to finalize our scope of work and commercials.	On an average 5% increase per year is observed in the Returns/Reports during the past.
55	22	Statement of Work	ii.	Ability of Multi Database Connectivity for pull/push of Data.	It would be better if DB is known prior submission of commercial. Does the vendor need to implement this for the DCMS 2.0?	No change
56	16	Statement of Work	ii	NABARD is seeking push/pull mechanism as an implementation methodology for setting up DCMS with ADF integration at NABARD & CIs. (Note: Client Institutions/Agency may not be capable at this point). The data will be submitted by CIs/Internal Depts or pulled from CI's system and pushed to NABARD's Systems in an automated manner. The push/pull will be triggered at a set frequency as per requirement of Bank without manual intervention. The ADF should be capable to integrate with major CBS (Core Banking Solution) of CIs.	Is NABARD open for open-source technologies (like MySQL, Tomcat, JRE etc.) at Bank Licensee site?	Open-source technologies with enterprise version/license backed by professional support. Also the product should be under Long Term Support (LTS) covering the entire project period and extended period if any. Service provider may ensure that the proposed solution complies with NABARD's business continuity, even in case of any component of the solution offered becomes obsolete during the project period and extended period if any.
57					In case different DB / source system (Like SQL, Oracle, MySQL etc..) then solution will be implemented on generic or dynamic platform?	To be proposed by the successful bidder
58					How data will be resubmitted on ADF DB and DCMS DB	The Service provider may devise appropriate mechanism for resubmission of data through ADF and Web platform. And for ADF, it has to comply with RBI guidelines and directives.
59	17	Data Migration	vii. (f)	Be responsible for migrating the data from DCMS 2.0 solution to Data Warehouse (DW) if required.	We would like to know whether the data migration to Data Warehouse include all the return mentioned in Annexure - V	Yes
60	17	vii. Data Migration	vii (g)	Be responsible for migrating the data to new system (DCMS 3.0 or any other solution) on expiry of contract period.	At the end of the expiry, we will come to know no. of returns which we have to migrate to DCMS 3.0, so at this movement effort cannot be visualized. We would like to know the maximum cap for data migration activities.	On an average 5% increase per year is observed in the Returns/Reports during the past. However, it is only indicative.
61	19	ix. RETURN creation/modification	1 (c)	The module shall allow Return submission through: Automated Data Flow (ADF) channel	Kindly explain the scope of Automated Data Flow in detail	The scope of ADF as indicated in page 74 and also as per the applicable RBI guidelines

62	19	ix. RETURN creation/modification	m	Exception Rules: Flexible prescription of due dates for the Returns by Super User at Front End on request.	Please explain in detail	The Super user should be able to prescribe publishing parameters through Front End facility on portal
63	21	DASHBOARD	xxiv. (a)	Dashboard should have standard features and options to generate reports/outputs in various formats such as TEXT, MSWORD, MS- EXCEL, XML, XBRL, JSON, PDF, PPT or any other formats as per requirement of NABARD.	Who will provide XBRL taxonomy? XBRL should be removed Type and count of dashboard we would like to know for which we have to provide the requested functionalities.	XBRL taxonomy will be as per RBI/NABARD requirement.
64	21	DASHBOARD	xxiv. (b)	The Solution should provide facility for ad-hoc/self-service report generation to facilitate report design, generation, distribution, and archiving. The solution should enable users to generate their own reports through queries on variety of parameters. Capability to store the already generated queries for future use should be available.	This functionality can easily made available through Power Bi, does NABARD want separate feature on DCMS 2.0 or not?	The service provider should ensure fulfillment of requirement through Power BI tool.
65	22	DASHBOARD	xxviii.	The vendor should provide application maintenance for error fixes, additions / modifications to the software to cater to changes to data sources and/or new reporting requirements during warranty and AMC period of the contract.	Does this mean all future customizations are to be done free of cost during the tenure of RFP. How does NABARD expect the vendor to estimate effort?	No change.
66	22	DASHBOARD	xxix.	The vendor should provide maintenance (AMC) for the entire installation (software and database given as part of the solution) for a period of two years post warranty period. All the current and valid documentation from OEM/Vendor during the project period to be shared.	Explain All the current and valid documentation from OEM/Vendor during the project period to be shared?	No change
67	21	DASHBOARD	xxxi (d)	Ability for Concurrent extraction of multiple source data streams.	Clarity on Scope for ADF	The scope of ADF as indicated in page 74 and also as per the applicable RBI guidelines
68		DASHBOARD	(e)	Ability to load full / incremental Data on required frequency.	Kindly provide the list of source application, it will help us to estimate efforts.	
69		DASHBOARD	(f)	Ability for Data Quality check & Cleansing.		
70		DASHBOARD	(g)	Capable of generating Data Gap report (Missing Data/incomplete Data).		
71		Deliverables		Perpetual Licenses with latest version of Application software, DB, Operating system etc.	All the software/s cost should be borne by vendor or NABARD will provide?	Please refer corrigendum to see updated clause
72	33	Chapter-6	4	The Bank is at liberty to terminate the contract by giving 30 days' 'Notice' on failing to provide satisfactory services. If the bidder provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.	We propose 90 days' notice for termination of contract.	No change

73	34	Indemnity	6 (iii)	The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential, and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.	Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers should not be on the bidder as the proposed solution is web based.	No change
74	51	Confidential Information	1	In the event System Integrator is legally compelled to disclose any Confidential Information, System Integrator shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. System Integrator shall disclose to third party i.e., any Confidential Information or the contents of this Agreement without the prior written consent of NABARD.	In the event System Integrator is legally compelled to disclose any Confidential Information, System Integrator shall give sufficient notice to NABARD to prevent or minimize to the extent possible, such disclosure.	No change
75	71	Other Mandatory Technical Features	11	Super user should be able to generate user metrics	What kind of user metrics?	User metrics such as: No of concurrent users, User statistics based on Role/submitted entity etc
76	80	Annexure-N		We hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorised persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.	We indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents, and other authorised persons. NABARD shall intimate and update the list of authorized persons (involved in this project) from time to time.	No Change
77	80	Annexure-N		We shall further indemnify NABARD against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on NABARD for malfunctioning of the equipment or software or deliverables at all points of time.	This being a software is subject to bugs arising from time to time which will be rectified as per your SLA. Hence, we suggest deleting this clause.	No change
78	93	ANNUAL MAINTENANCE CONTRACT (AMC)	5-3	AMC support shall be provided on 24 x 7 x 365 basis.	AMC support shall be provided on 9 x 5 basis for all NABARD working days	No change
79	104	WARRANTIES POST SLA EXPIRY	20	SERVICE PROVIDER warrants that the Support services will be performed by appropriately qualified personnel with due care and diligence and to such high standards of quality as it is reasonable for Service Provider to expect in all the circumstances post the SLA expiry.	WARRANTIES POST SLA EXPIRY will be at mutually agreed cost.	WARRANTIES POST SLA EXPIRY(Annual maintenance charges) will be at mutually agreed cost.
80	105	INDEMNIFICATION	22 (a)	Service Provider shall indemnify and agrees to defend and to keep NABARD and its Affiliates and agents, officers, directors, employees' successors and permitted assigns indemnified, from any and all Losses suffered	a) Service Provider shall indemnify and agrees to defend and to keep NABARD and its Affiliates and agents, officers, directors, employees' successors and permitted assigns indemnified, from any and all direct Losses suffered	No change
81	105	INDEMNIFICATION	22 (b)	The Service Provider shall, at his own expense, defend and indemnify NABARD against any Losses in respect of any damages or compensation payable in relation to any non-compliance with Applicable Law	Any direct losses arising will be borne by the service provider	No change

82	105	INDEMNIFICATION	22 (b)	ii)any Losses arising out of or in relation to any accident or injury sustained or suffered by the Service Provider's workmen, contractors, subcontractors, Service Providers, agent(s), employed/ engaged otherwise working for the Service Provider or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Service Provider.	Any direct losses arising will be borne by the service provider	No change
83	110	ESCROW ARRANGEMENT	26	NABARD and the service provider shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of source code and the obligations of the escrow agent. Costs for the escrow will be borne by the Service provider. As part of the escrow arrangement, the service provider will provide a detailed code documentation of the solution, which has been duly reviewed by an external independent organisation for its validity.	Cost for escrow arrangement to be borne by NABARD	The successful bidder and NABARD will share the cost on 50:50 basis
84	112	MISCELLANEOUS	30 (f)	Service Provider shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.	Please explain in detail	The compliance certificates related to statutory, regulatory etc. to be provided by Service provider
85	118	Type of support mode	b	Support Window - Email 24Hrs, Call – 8 AM to 8 PM 24 x 7 (Excluding Holidays & Sundays unless any administrative exigencies arise)	9x5 Support window will be provided on all NABARD Working days	No change
86	60	Annexure-H	4	The Bidder should be profitable organization on the basis of Operating PAT for last 3 financial years.	The Bidder should have positive net worth over 500 Crores for last 3 financial years 2018-19, 2019-20 and 2020-21	Please refer corrigendum to see updated clause
87	60	Annexure-H	4	The Bidder must have an average turnover of minimum Rs.50 crore during last three financial year(s) 2018-19, 2019-20 and 2020-21	The Bidder must have an average turnover of minimum Rs.100 crore during last three financial year(s) 2018-19, 2019-20 and 2020-21	Please refer corrigendum to see updated clause
88	31	Chapter -5	5.1	The project should Go-Live within 180 days of issue of Purchase Order and not later than 270 days under any circumstances.	180 and 270 working days? We suggest certain relaxation of Go-Live date. We propose 365 working days	No change
89	24	Web-access Requirements	iv	The methodology will be adopted from case to case basis. In cases where external data can-not be fetched directly from CI's systems through implemented API/Solution, vendor will ensure that implemented solution is provisioned with facility to directly upload the delta/gap-data through maker/checker facility at CIs.	How many such upload/GUI needs to be provided for eliminating the data gap?	Depends on the situation and requirement during the implementation period.
90	24	Deliverables	i,ii,iii	For integration with Statutory/Regulatory bodies or any organisation authorized by NABARD for data sharing through API/webservices at no extra cost.	How many API to be written? Can you share formats?	Pleaser refer to the Corrigendum on Role of Onsite Resource Team
91	23	Web-access Requirements	3	Bank will provide Hardware in the NABARD Data Centre on Nutanix Acropolis HCI in Windows or Linux Server for hosting.	Will NABARD provide the same for UAT server?	Yes
92	16	Statement of Work	iii	Selected vendor to undertake pilot study of 10 Banks identified by NABARD for ADF implementation using 20 sample regulatory/ statutory returns.	By the word "Pilot", do we have to understand extension of ADF to all banks will be outside the scope of work?	Extension of ADF to all banks is within scope of work
93	16	Statement of Work	ii	The ADF should be capable to integrate with major CBS (Core Banking Solution) of CIs.	Does it mean that Vendor is responsible/within the scope of work for direct integration ADF with CBS at CI level ?	Yes

94	16	Statement of Work	i	Selected Vendor shall study and understand the existing Data collection and Management System (DCMS 1.0 as explained in Annexure T) and Data Analytics requirement of NABARD and provision requisite Input and Output/Report formats, which are required to be captured/produced through proposed solution with Automatic Data Flow system wherever applicable. The Vendor shall develop the returns/reports given in Annexure V in mutually agreed timelines.	Is NABARD Planning to collect Transaction level or Consolidated level data?	Data will be captured as per the requirement of User departments of NABARD
95	17	Data Migration	(d)	Design the migration solution including the mapping of source data fields to destination data fields and ETL tools required during the process.	a) How much data is there to be migrated?	Data volume is less than 1 TB. Data may be migrated in phases (legacy + incremental data during implementation period)
96		Data Migration	(d)		b) Will migration include data cleansing?	Yes
97					c) Will additional column data be added by NABARD?	Yes
98					d) Will there be physical data to be migrated or entered ? Hence data entry operator required ?	No physical data involved, so requirement of data entry operator not anticipated.
99	22	DASHBOARD	xxviii.	The vendor should provide application maintenance for error fixes, additions / modifications to the software to cater to changes to data sources and/or new reporting requirements during warranty and AMC period of the contract.	What is the extent of change that may be required? Adding or removing of columns would be considered as a huge change.	No change
100					What percent of the change would be acceptable by the department?	As per the business requirements
101	23	Training	i	Classroom training for NABARD and CI: The class room training shall involve theoretical and Hands on approach using UAT link. The Vendor shall share training material in soft copy to NABARD, which on review and acceptance from NABARD, shall be shared with participants of training.	a) Can training be done online ?	No change
102					b) Will retraining be required ?	Please refer to training section point (i) - In addition to the above mentioned batches, any additional batches if required during the project period and extension if any will be arranged at the same cost.
103					c) Will training be an ongoing process ?	
104	32	Onsite Engineer cost	5.2.5	Shall be paid quarterly in the month following quarter	Suggest AMC to be paid monthly	No change
105	15	Statement of Work		How will any modification to RBI Guidelines be notified to us? In case the guidelines require a change in design, that needs substantial effort, what is the Change Request Process?		We will notify any modification to RBI Guidelines directly to the successful vendor. However, the vendor may take efforts to keep itself informed from time to time.

106		Statement of Work			d) Will there be physical data to be migrated or entered ? Hence data entry operator required ?	No
107		Data Migration		For bidding, the migration plan is pre-requisite. So, will NABARD provide the architecture and support us in data mapping for the following internal applications? - ECM/DW/FAMS/CLMAS (NABARD's Core Banking Solution)/ Empower/RADP/NabNet/ERMS/SuperSoft etc for push/pull data.	Is there a documentation on the existing integration and interfaces?	No.May be part of system requirement study for the incoming vendor.
108		Data Migration			Do you have any preferred any integration technology?	No
109		Data Migration			In case there is no documentation, would you provision us with access to system developed by the previous vendor. If this is going to the approach, can we factor these efforts into proposal for commercial outcomes.	Please refer to Point vii in page 17
110		Data Migration	2.16		For designing the migration plan, what are the underlying technologies being used? Databases, EDI/Interfaces, End points and APIs	Existing Database is MS SQL
111		Data Migration			Annexure V	Can all reports mentioned in Annexure V be generated internally or data needs to be fetched externally (DCCBs)? Further to clarify do we need to fetch data from other systems to generate the required reports?
112		Data Migration	2.16	Successful Bidder shall: a) be responsible for migrating the data from the existing DCMS solution in NABARD to the new system.	Data fetched contains a lot of PII (Personal Identification Identifier), does it need to be encrypted during storage?	All PII data to be encrypted and all applicable guidelines may be adhered to.
113	16	User Management		Role management of users	Who is responsible for the storage of User Credential Info? NABARD or Service Provider?	Service Provider
114		Reports	a	All the reports will be developed using PowerBI. The required licenses for PowerBI will be provided by NABARD.	Please confirm if your choice of reporting in Power BI and if you have calculated the cost of data volume for processing and the license cost.	Yes
115		Reports			Have you considered Embedded Power BI approach? <a href="https://powerbi.microsoft.com/en-us/power-bi-embedded/">https://powerbi.microsoft.com/en-us/power-bi-embedded/</a>	Yes
116		APIs and Data Integration requirements	i.	For integration with internal applications like ECM/DW/FAMS/CLMAS(NABARD's Core Banking Solution)/ Empower/RADP/NabNet/ERMS/SuperSoft etc for push/pull data.	In order to develop the solution, if we require to use any software framework (such as Angular or React or MS SQL) how long does NABARD Cert-In process take? What is their usual standard ETA?	45 to 60 days for VAPT of the solution
117		APIs and Data Integration requirements			SSIS and SASS tool may be required for migration b/w source and target systems - Is there any restriction on it? We can also work with Azure migration tools as an alternative.	As per the approved technical solution proposed by the successful vendor
118	22	Reports	xxv	BiLingual	Do you provide translation copy or do we need to source translators ourselves?	Draft bi-lingual version to be furnished for vetting by NABARD
119	22	Reports	2.26	Report Generation Methodology	How is the data being transferred among the entities ( like Cooperative banks , DCCBs, etc) - as messages or files?	Files
120	22	Reports		Report Generation Methodology	If message - what is maximum message size that can be pulled and pushed?	Not Applicable
121	22	Reports		Report Generation Methodology	How are the messages encrypted?	Not Applicable

122	22	Reports		Report Generation Methodology	If Files - Is there any MFT used? Will Integration be scope of it?	MFT not in use currently
123	22	Reports		Report Generation Methodology	Will parsing of data be part of scope?	Parsing is required and part of scope
124	22	Reports		Report Generation Methodology	Are there any restrictions on the network / firewall of NABARD & RBI?	As per the Information Security Policy of NABARD
125	22	Reports		Report Generation Methodology	In case of message/file being stuck in underlying infra, who will lead the resolution mechanism?	Successful vendor
126	22	APIs and Data Integration		Report Generation Methodology	What is the messaging technology used in NABARD?	https api technology
127	22	APIs and Data Integration		Report Generation Methodology	Is there any integrator present?	Yes
128	24	APIs and Data Integration			Is there any current alerting tool and does DCMS 2 also needs to use the same tool?	Currently alerts are raised using SMS & Email
129	24	APIs and Data Integration requirements			The DCMS software will have multiple connections to other systems, softwares, infrastructure. In case of any issues, where there is a dependency on other entity, how the issue resolution going to be coordinated? How the SLA compliance will be managed by the vendor?	As per the mutually agreeable terms of implementation
130	24	APIs and Data Integration requirements			Do you have a central IT helpdesk?	Yes
131	24	APIs and Data Integration requirements			Do you have any central dashboard on system availability?	Not yet
132	24	APIs and Data Integration requirements			Datacentre Bandwidth Capacity – Internet.	200 Mbps
133	24	APIs and Data Integration requirements			Please elaborate data centre bandwidth capacity of internet.	200 Mbps
134	24	APIs and Data Integration requirements			Does NABARD has any existing ticketing tool ?	Yes
135	27	Ticketing			Alternatively we use a third-party tool like Freshdesk as Ticketing System	Not Applicable
136	27	Ticketing			Please confirm the Business hours during which support is required – is it 09:00 AM to 06:00 PM or 08:00 AM to 08:00 PM	Onsite support is during working hours and otherwise offsite support to be provided. However if required, onsite support may be provided beyond working hours and on holidays. Working hours of NABARD: 09.00 AM to 05.15 PM
137	96	Warranty	9		The overall uptime of the application DCMS II is dependent on multiple entities, and we strongly feel there is a need for APM tool.	May be suggested as a part of the Technical solution
138	116	System Maintenance & Support Services	PART C		If the application DCMS II is not performing for any of the dependent entities, the downtime of the application – DCMS II, should not be considered. Need further assurance.	Based on the mutually agreed terms in the Service Level Agreement

## Corrigendum to ENSURE 2.0 RFP

1. The last date for bid submission has been extended till 17 February 2023 15:00 hours.
2. The point (f) on page no. 17 of data migration section (vii) under Chapter 2- Scope of Work may be read as under:  
Be responsible for migrating the data from DCMS 2.0 solution to Data Warehouse (DW).
3. Two additional points (10 and 11) added under the role of onsite engineers section on page no 26-27. as under:  
10. Be responsible for migrating the residual data from DCMS 1.0 to DCMS 2.0.  
11. Be responsible for integration with internal/external applications, email/sms etc. as and when required.
4. Point no. 7 under Deliverables section on page no. 25 may be read as under: Two onsite Report engineers, Two onsite Development engineers and Two onsite support engineers **to be provided from the date of go-live or any such date as prescribed by NABARD**. Any additional Report /support /Development engineers to be provided at same cost.  
The development team may consist of solution architect, business analyst, tester, DB designer, onsite development engineers and any other resource needed to make the team complete. The development engineers are required to work onsite, while other team members may work offsite and may be called onsite if required.
5. Section 5.2.5 Onsite Engineer cost on page no. 32 may be read as under:  
Shall be paid quarterly **from their date of joining**, in the month following the quarter
6. The point no. xv in page no. 20 is not applicable
7. Under Annexure- H Bidder's Minimum eligibility criteria on page no. 60 - Supporting documents required as proof to be submitted for Criteria No 2' may be read as under :  
"Authorised Signatory may provide an undertaking indicating that bidder is in DCMS services in India for last three years on company's letterhead.
8. The criteria number 7 a) of Annexure – H Bidder's Minimum eligibility criteria on page no. 61 may be read as under:  
The bidder must be providing DCMS or similar solution for 3 customers **as on RFP date**, of which atleast one in India.
9. The criteria number 3 of Annexure – H Bidder's Minimum eligibility criteria on page no. 60 may be read as under:

The Bidder must have an average turnover of minimum Rs.50 crore during last three financial year(s) 2019-20, 2020-21 and 2021-22.

10. Serial number 1@ of Commercial Evaluation Section 3.3 on Page 29 and Annexure L- Commercial Bid form on page 78 previously read as “DB and OS licenses will be provided by Bank” may now be read as under: **“Bidder has to provide for all DB and OS licenses. If spare capacity for any kind of licenses is available with the bank, it will be reduced later from the Bills of Material and Nabard will provide for the same”**
11. Point number 6 under Deliverables on Page 25 may be read as under:  
“Perpetual Licenses with latest version of Application software or any other software required for development/deployment as well as maintaining the application post Go Live. **Selected vendor has to provide for licenses for DB and Operating system. If spare capacity for any kind of licenses is available with the bank, it will be reduced later from the Bills of Material and Nabard will provide for the same.”**
12. The point no. 62 in page no. 74 is not applicable
13. New definition point (34) added under Annexure-W as under:  
Client Institutions (CIs) refer to all Rural Co-operative banks, Regional Rural Banks, Scheduled Commercial banks, Small Finance Banks, etc.
14. Point no. 20- Warranties Post SLA Expiry of Annexure R – Service Level Agreement on page 104 may be read as under:  
SERVICE PROVIDER warrants that the Support services will be performed by appropriately qualified personnel with due care and diligence and to such high standards of quality as it is reasonable for Service Provider to expect in all the circumstances post the SLA expiry **at mutually agreed cost.**
15. Any queries/communication regarding this tender process must have “No.NB.HO.DIT/584/DIT-026-01/202-23 dated 28 November 2022” as a keyword in the subject line and a copy of the communication must be forwarded to dit@nabard.org. In absence of the above, the communication may not be entertained. Any communication received after 07 days from the last date (i.e. 17 February 2023) of submission of bid may not be considered.

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## Corrigendum no. 2 to DCMS 2.0 RFP

1. The Annexure –L of Commercial Bid Form has been revised as under:

<b>S No</b>	<b>Name of the Projects/Individual components</b>	<b>Weightage</b>	<b>Cost(INR)(exclusive of taxes) Valid for project/contract period</b>
1@	DCMS software along with necessary licenses for a minimum three year warranty (Hardware to be provided by NABARD)	20	
<b>1.1^</b>	<b>Cost of Database Licenses</b>	<b>3</b>	
<b>1.2^</b>	<b>Cost of Operating System Licenses</b>	<b>2</b>	
2*	Implementation including development of the forms and Reports (specified in Annexure V) etc. Efforts involved may be categorized as following :- <ul style="list-style-type: none"> <li>i. Activity and documentation related to SRS/BRD etc.</li> <li>ii. Development, deployment sample data migration and testing of returns, reports etc.</li> <li>iii. Integration with other systems of the Bank</li> <li>iv. Documentation of entire solution and process including help manual for all types of users</li> </ul>	6 7 3 4	
3	Data Migration to Production	10	
4	Training to NABARD and CI	10	
5	Onsite Engineer cost#: <ul style="list-style-type: none"> <li>v. Development engineer</li> <li>vi. Report engineer</li> <li>vii. Support engineer</li> <li>viii. FTEs\$</li> <li>ix. Support Desk (along with tools if any)</li> </ul>	4 4 3 2 2	

6	AMC cost (AMC period would commence after expiry of warranty period).	20	
	Total	100	

@Bidder has to provide for all DB and OS licenses.

**^If spare capacity for any kind of licenses is available with the bank, it will be reduced later from the Bills of Material and NABARD will provide for the same.”**

**For the purpose of arriving at L1, weighted cost of each components (i.e, cost of a component X it’s associated weight) will be added and sum would be divided by 100 to arrive at Total Weighted Cost (TWC) of the proposed solution. This TWC would be taken into consideration during techno commercial evaluation process to arrive at L1.**

**However, for all other purposes the actual cost indicated for components would be considered during entire contract period or any other such period as indicated in the RFP.**

2. Technical features of the Technical bid form of Annexure-J has been revised as under:

Sl.No	Description	Mandatory (M)/Desirable (D)	Bidder’s Response	Remarks
1.	Number of years of operation	5 to 7 years 7+ to 10 years 10+ years	<b>M</b>	
2.	Number of years of operation in Data Collection & Management system (or similar solution) and ADF	3 to 5 years 5+ to 7 years 7+ years	<b>M</b>	
3.	Organisation level certifications done by the company: CMMI Level	Level 4 Level 5	<b>D</b>	
4.	Organisation level certifications done by the company: ISO 9001 Certification	<b>M</b>		Please mention the

					certification year(Certification year 2008/2015) (5,10)
5.	Organisation level certifications done by the company: ISO/IEC 27001 Certification		<b>M</b>		Please mention the certification year(Certification year 2005/2013)
6.	Head count of the technical resources of the company in India	20 to 50	<b>M</b>		
		51 to 150			
		150+			
7.	Head count of the technical resources experienced in DCMS or similar solution/ADF in India	5 to 50	<b>M</b>		
		51 to 100			
		100+			
8.	Count of the personnel certified in IT domain, technology related to DCMS or similar solution and ADF e.g pmp, Architecture, bfsi certifications, Analytics certifications etc	1 to 5	<b>M</b>		
		6 to 25			
		25+			
9.	Profile of the identified Project Manager with certifications, experience		<b>M</b>		
10.	Profile of each identified team member with minimum 2 years experience in DCMS/ADF and other relevant technologies		<b>M</b>		

11.	a) References from the clients served in the past for DCMS or similar solution		<b>M</b>		*marks to be altered for 11.a , b
		4 to 6			
		7 to 10			
		10+			
	b) Reference from BFSI/Govt organisations for DCMS or similar solution	1 to 2			
		3 to 4			
		4+			
12.	The Application/Software should meet the OWASP top ten criteria		<b>M</b>		
13.	Usage of Emerging Technologies (Analytics/BI/AI/ ML/ RPA or any other relevant technologies) in the solution proposed.		<b>M</b>		
14.	<b>Experience of Onsite Development engineer</b>	4 to 5 yrs			
		5+ to 6 yrs			
		6+ yrs			
15.	<b>Experience of Onsite Report engineer</b>	3 to 4 yrs			
		4+ to 5 yrs			
		5+ yrs			
16.	<b>Open source technologies with enterprise version/ license backed by professional support and under Long Term Support (LTS)</b>		<b>M</b>		<b>Please mention the type of open-source technologies/licenses proposed in the solution</b>