



Project Management Unit



Request for Proposal for Selection of Consultant for Project Management Unit (PMU)

**National Bank for Agriculture and Rural Development (NABARD)
Department for Data Management, Analytics and Business Intelligence**

3rd Floor, 'B' Wing C-24, 'G' Block
Bandra Kurla Complex, Bandra (East)

Mumbai - 400051

Maharashtra

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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 setting up the Project Management Unit. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the Bidder. This document should be read in its entirety.

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1. Critical Information

National Bank for Agriculture and Rural Development (NABARD) invites E-tender and all prospective bidders interested to bid must apply online through e-procurement site <https://nabard.eproc.in>. The bidder shall submit two separate bids for the work (Technical Bid and Commercial/Financial bid) in accordance with section 5.2.

| S No. | Events | Date | Time |
|--|---|---|---------|
| TENDER REFERENCE NO.NB.DDMABI/ 373 /DDMABI-10/2021-22 DATED 31 MARCH 2022 | | | |
| RFP for Selection of Consultant for PMU for DMABI Solution | | | |
| Date of Issue of RFP 01 April 2022 | | | |
| 1 | Last date for submission of pre-bid queries | 10 April 2022 | 5.00 PM |
| 2 | Date of pre-bid meeting | 21 April 2022 | 2.00 PM |
| 3 | Last date for submission of bids | 27 April 2022 | 2.00 PM |
| 4 | Opening of Technical bids | Will be intimated at a later date | |
| 5 | Opening of Commercial bids | Will be intimated to shortlisted bidders at a later date | |
| 6 | Opening of RFP/Tender | e-tendering at https://nabard.eproc.in | |
| 7 | No. of e-bid documents to be submitted ONLINE | 1. Technical Bid : Including EMT(UTR No. & date/Bank Guarantee)+Documents as per details in RFP 2.Commercial Bid | |
| 8 | Address for Bid Submission | The Chief General Manager Dept. for Data Management, Analytics and Business Intelligence National Bank for Agriculture and Rural Development C-24, G Block, Bandra Kurla Complex Bandra (E), Mumbai - 400 051 | |
| 9 | Bid Validity | 180 days from date of opening of Commercial Bid | |
| 10 | Earnest Money Deposit | ₹ 10,00,000/- (Rupees Ten Lakh only) except exempt categories as at Clause 6.10) | |
| 11 | Contact details of NABARD officials | Mr. Sudhir Kumar Roy General Manager sudhir.roy@nabard.org +91-22-26539261 | |
| 12 | Independent External Monitor | Shri Pramod Kumar Sangewar IRSS (Retd.) H No. 12-5-65/1, Flat No 109, Shri Harsha Sethuram Unique, Vijaypuri Colony, South Lalaguda, Secunderabad, Telangana - 500 017 | |

2. Introduction and Disclaimers

2.1. Purpose of RFP

The National Bank for Agriculture and Rural Development hereinafter called NABARD” or “Bank” issues this ‘Request for Proposal, hereinafter called “RFP” with the purpose to setup a Project Management Unit within NABARD to manage the implementation of Data Warehouse (DW), Extraction Transformation & Loading (ETL) and Business Intelligence (BI) /AI tools by system implementer selected through the RFP released by NABARD on 01 January 2022 (Reference No. NB.HO.DDMABI/209/01(RFP)/2021-22). The RFP for DMABI Solution is available on NABARD’s website along with corrigendum issued on 19 January and 09 February 2022, the link of which is given below:

<https://www.nabard.org/auth/writereaddata/tender/3112215623tender.pdf>

- 2.1.1.** The detailed scope of work for the requirement for PMU is provided in Section 4.1 - Scope of work given in this RFP.

2.2. Information Provided

- 2.2.1.** 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 of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NABARD.
- 2.2.2.** Each Recipient should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice
- 2.2.3.** Neither NABARD nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

2.3. Disclaimer

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

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

2.4. Costs to be borne by Respondents

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

2.5. No Legal Relationship

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

2.6. Recipient Obligation to Inform Itself

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

2.7. Errors and Omissions

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

2.8. Acceptance of Terms

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

2.9. Parties in the RFP

The parties in the RFP may be referred as below:

- 2.9.1.** “The Bank”, “NABARD”, “Purchaser”, “Buyer” means National Bank for Agriculture and Rural Development (NABARD);
- 2.9.2.** “Consultant”, “Vendor”, “vendor”, “Supplier”, “Service Provider” means this respondent to the RFP document;
- 2.9.3.** “System Integrator”, “SI”. “SI Vendor” means the vendor selected from the RFP released by NABARD on 01 January 2022 (Reference No. NB.HO.DDMABI/209/01(RFP)/2021-22);
- 2.9.4.** “DMABI RFP”, “Technical RFP” means the RFP released by NABARD on 01 January 2022 (Reference No. NB.HO.DDMABI/209/01(RFP)/2021-22)

2.10. Requests for Proposal

2.10.1. Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact person

| | |
|-----------------------|--|
| Contact Person | Sudhir Kumar Roy |
| Position | General Manager |
| Email ID | ddmabi@nabard.org |
| Telephone No. | 022-2653 9261 |

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

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

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

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

2.11. Notification

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

Notes :

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.

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.10,00,000/- (Rupees Ten Lakh 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, DDMABI, NABARD, HO, Mumbai with official email Id as ddmabi@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.



3. Background

3.1. About NABARD

National Bank for Agriculture and Rural Development is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as “NABARD” or “the Bank”) having its Head Office at 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.

The mission of NABARD is to promote sustainable and equitable agriculture and rural development through participative financial and non-financial interventions, innovations, technology, and institutional development for securing prosperity. Detailed information regarding the functions of the Bank is provided on the website.

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

NABARD's Head Office is located in Mumbai and has a pan-India presence with 31 Regional Offices, district-level presence in more than 400 districts and Training Establishments situated at Kolkata, Lucknow and Mangalore, serving the capacity building requirements of partners / rural financial institutions across the country and Asia Pacific countries. NABARD also has 7 subsidiaries / associate organizations. Please visit NABARD website (www.nabard.org) for complete list of subsidiary /associate organizations of NABARD.

3.2. RFP Objective

3.2.1. Objective

NABARD intends to setup Data Management Analytics and Business Intelligence (DMABI) Solution to serve as a Central Repository of single source data and version of truth by integrating relevant data from various existing source systems, future source systems and external data (where appropriate). A separate RFP was released by NABARD on 01 January 2022 (Reference No. NB.HO.DDMABI/209/01(RFP)/2021-22) to select a vendor to implement the DMABI solution. The RFP for DMABI Solution is available on NABARD's website along with corrigendum issued on 19 January and 09 February 2022, the link of which is given below:

<https://www.nabard.org/auth/writereaddata/tender/3112215623tender.pdf>

1. NABARD now intends to setup a Project Management Unit (PMU) to manage the implementation of the DMABI solution.
2. The period of contract would initially be for 02 year. Subsequently, the PMU contract can be extended annually subject to a maximum of another 03

years, subject to mutual consent with the Vendor on the relevant terms and conditions.

3. The scope of the PMU may also be extended to other projects / initiatives planned by NABARD, subject to mutual consent with the Vendor on the relevant terms and conditions.



4. Scope of Work

4.1. Detailed scope of work

To manage the implementation of DMABI solution by System implementor as per scope in the Technical RFP. The project is envisaged, but not limited to the following characteristic features:

- 4.1.1. Preparation of an integrated project charter and plan working closely with key stakeholders and system implementors of DMABI solution project, covering the change management interventions, SOPs, processes, standards, metrics, team, etc.
- 4.1.2. Define clear roadmap for delivery of the proposed DMABI project deliverables along with internal / external ownership and milestones.
- 4.1.3. Define clear outcomes and success criteria at each milestone.
- 4.1.4. Identify all dependencies and linkages (intra- and inter-departments) and document them clearly.
- 4.1.5. Interact with relevant stakeholders to align them with the governance, tools, metrics, and escalation mechanisms.
- 4.1.6. Define the process for updating progress of various work streams reporting risks and issues, change requests and deliverable / milestone sign offs.
- 4.1.7. Preparation of monitoring templates and monitoring of progress made by system integrator, monitor SLA adherence and course correct as required.
- 4.1.8. Prepare criticality assessment for each delayed initiative and workout mitigation plans.
- 4.1.9. Track budgeted cost versus actual costs incurred to ensure project is delivered within the budget.
- 4.1.10. Use best-in-class methods to expedite and de-risk the project implementation process.
- 4.1.11. Foresee risks and gaps to proposed plan, ensure detailed reporting to align stakeholders at all levels, ensure transparency on delivery.
- 4.1.12. Creation of system-based project issues/risk logs.
- 4.1.13. Highlight roadblocks and challenges and work with stakeholders to develop solutions in a time bound manner.
- 4.1.14. Make high level presentations to the senior executives during the project, if required by NABARD.
- 4.1.15. Define clear escalation matrices across activities basis ownership, ensure resolution of critical issues in minimum possible time.
- 4.1.16. Determine approach for handing over on-going responsibilities – Transition Roadmap
- 4.1.17. Review all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies, and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., prepared by the system implementor.
- 4.1.18. Besides aforementioned scope, NABARD may consider seeking support services including support for drafting of RFPs from the identified vendor for other present and future IT sector interventions to be taken up by NABARD. Such services however shall be considered as change requests.

5. Response to RFP

5.1. Bidder's Response

5.1.1. Preparation of Bids/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 Schedule of the RFP; Bids 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.10,00,000/- (Rupees Ten Lakh 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 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. 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. 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 (www.ddmabi@nabard.org) 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.

5.1.2. Authorized Signatory

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

5.1.3. Cost of Preparing the Bids

The cost of preparing the response to this RFP will be responsibility of the bidder and NABARD will not be liable for any cost incurred by the bidder.

5.1.4. Clarification on RFP document

The Bidder shall carefully examine and understand the requirements and intent of the RFP, and seek clarifications within specified timelines, if required to ensure that they have understood the expectations / conditions / intent of the RFP in total.

The bidder in all such cases must seek clarification in writing, in the same serial order of that of RFP by mentioning relevant page number and clause number of RFP. Such clarifications should be sought, by submitting a list of queries (in MS Excel format only) through email to ddmabi@nabard.org as per Annexure VII – Pre Bid Query Format in writing to NABARD on or before 5:00 PM on 10 April 2022.

5.1.5. Pre Bid Meeting

NABARD shall hold a pre bid meeting at 2:00 PM on 21 April 2022 at our Head Office in Mumbai to clarify the queries raised by the bidders. No change in date and time will be entertained and NABARD will hold the meeting even if some bidders choose to be absent during the meeting. No individual consultation other than the pre bid meeting shall be entertained.

No more clarifications other than those sought during or before the above meeting shall be entertained. No oral consultation other than during meeting will be entertained.

The response to the bid should not carry any sections like clarifications, 'as orally told', 'to be discussed', interpretations and assumptions. With the submission of the Bid, the bidder acknowledges that they have carefully studied and understood the RFP in complete.

5.1.6. Addendum to RFP

NABARD may modify the RFP by issuing addenda for any reason, at any time prior or later to final date of submission of response to RFP. Any addenda to RFP shall be part and parcel of original RFP document. All eligible bidders will be notified of the addenda (if released after final date of submission of response to RFP) and it will be binding on them.

5.1.7. Language of the Bid

Both technical and commercial bids shall be submitted in English language in font size of not less than 12 in two original sets along with soft copies of Technical Bid, as per this RFP.

5.1.8. Validity of Bids

The bids shall remain valid for a period of 180 days from the last date of opening of commercial bids. All responses including commercial and technical bids would be deemed to be irrevocable offers / proposals from shortlisted bidders and shall, if accepted by NABARD, form part of the final contract between NABARD and the selected Consultant.

5.1.9. Consortium Details

Consortium bidding shall qualify. The bid would be deemed to be a consortium bid if some services (as part of the solution) is not delivered by the prime bidder but by other members who have agreed to form a consortium.

5.2. Submission of Bids

5.2.1. Earnest Money Deposit

- 5.2.1.1. The bidder shall furnish earnest money deposit of ₹ 10,00,000/- (Rupees Ten Lakh only) except exempt categories as at Clause 6.10), thru :

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

| | |
|----------------------|--|
| Name of Account | NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT |
| Bank Name | NABARD |
| Branch Name | HEAD OFFICE, MUMBAI |
| IFS CODE | NBRD0000002 |
| Account Number (VAN) | NABADMN07 |

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

-- OR --

- 5.2.1.2. EMD Bid Security from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of Bid and strictly in the format as prescribed in Annexure - IX.
- 5.2.1.3. No interest will be payable on EMD under any circumstances
- 5.2.1.4. The Bank Guarantee for EMD should be placed in the Technical Bid envelope.
- 5.2.1.5. Submission of EMD in other than Technical Bid cover is entirely at the risk of the bidder and in all such cases the bid is liable to be rejected on grounds of non-submission of EMD.
- 5.2.1.6. The technical bid will be evaluated only for those bidders who submit EMD in the same cover.
- 5.2.1.7. The EMD of the Bidders not qualified under Technical Bid will be returned within 15 days after opening the Commercial Bid of the technically qualified bidders. The EMD of other bidders will be returned upon the selected bidder signing the contract.
- 5.2.1.8. The EMD may be forfeited or the Bank Guarantee may be invoked if:
 - Bidder withdraws its bid during the period of bid validity specified in the RFP; OR
 - Bidder having been notified of acceptance of his bid by NABARD during the period of bid validity:
 - Fails or refuses to execute the agreement if required; or
 - Fails or refuses to furnish the performance security, in accordance with the conditions of contract executed

5.2.2. Compliance Statement

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

Non submission of duly filled and signed Compliance Statement as per Annexure XII will make the bid liable for rejection.

5.2.3. Organization of Bid

5.2.3.1. Technical bid containing the following:

- 5.2.3.1.1. Duly signed bid forwarding letter by authorized signatory (Annexure I)
- 5.2.3.1.2. Duly signed bidder profile by authorized signatory (Annexure II)
- 5.2.3.1.3. EMD by way of credit to NABARD's Account or Bank guarantee
- 5.2.3.1.4. Duly signed Letter of authorization to bid by authorized signatory (Annexure IV)
- 5.2.3.1.5. Duly signed declaration on Non-Blacklisting by authorized signatory (Annexure V)
- 5.2.3.1.6. Pre-Contract Integrity Pact executed on Non-Judicial Stamp Paper of Rs.100/- (Annexure VI)
- 5.2.3.1.7. Detailed technical response to RFP from Bidder
- 5.2.3.1.8. Team structure and profile (Annexure XI)

5.2.3.2. Commercial Bid containing the following:

- 5.2.3.2.1. Original copy of Commercial bid as per Annexure VIII

5.2.3.3. The bidder should note the following:

- 5.2.3.3.1. Under no circumstances copy of the Commercial Bid is to be placed in Technical Bid, and in case the Commercial Bid or any part thereof is included with the Technical Bid, the Bid is liable for rejection

5.3. Opening of Bids

- 5.3.1. In the first stage, only the Technical Bids will be opened in the presence of bidders NABARD Head Office, BKA, Bandra (East), Mumbai – 400 051. The date of opening of technical bids will be advised separately. The Bidder representative may be present during the Bid opening at our office address above well in time with authorisation letter from the Company.
- 5.3.2. The Bids will be evaluated by technical evaluation committee. The short listing will be based on various parameters as per the terms of the tender documents, responses, presentation, past experience, financial strength, etc. The bidder who meets all eligibility criteria shall qualify for the technical scoring.
- 5.3.3. The technical bid must cover all the eligibility criteria and aspects of the subsequent technical scoring as provided in the RFP.
- 5.3.4. Bids which do not fulfil the eligibility criteria / conditions shall be rejected and shall not be technically scored.
- 5.3.5. NABARD may, during the process of technical evaluation, call for any clarifications / additional particulars in writing within a specified date and time. The bidder's offer will be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.

- 5.3.6.** NABARD may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 5.3.7.** On the basis of technical evaluation, the Bank shall take a decision for short listing of the bidders for Commercial Evaluation.
- 5.3.8.** If technical evaluation is not found to be satisfactory, then further evaluation shall not be done.
- 5.3.9.** No separate information will be sent to disqualified bidders.
- 5.3.10.** Any decision of NABARD in this regard shall be final, conclusive and binding on the bidder.
- 5.3.11.** Finally, the proposal of the bidder will be scored as per the Combined Technical–Commercial Evaluation Process.



6. Information to Bidders

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

6.1. Amendment to the bidding document

- 6.1.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 6.1.2. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 6.1.3. The amendment will be posted on Bank's website (www.nabard.org) and the Central Public Procurement Portal.
- 6.1.4. All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

6.2. Bid Currency

Bids should be quoted in Indian Rupee only.

6.3 Late Bids

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

6.4 Conditional Bids

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

6.5 Contacting the Bank

- 6.5.1 Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise is received from the Bank.
- 6.5.2 Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

6.6 Pre-Contract Integrity Pact

- 6.6.1 Pre-Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- 6.6.2 The bidder has to submit signed Pre-Contract Integrity Pact as per the format at Annexure-VI executed on non-judicial stamp paper (cost to be borne by Bidder) of requisite value applicable at the place of its execution signed by authorized signatory. Bidders may kindly note that documents

required on stamp paper will have to be given on stamp paper and cannot be given on the Company letter head.

6.7 Sealing and Marking

- 6.7.1 The Bid shall be typed or written in indelible ink, all pages numbered and shall be signed by the Bidder representative on whose favour Power of Attorney is issued to bind the Bidder to the Contract.
- 6.7.2 Relevant documents must be submitted as proof wherever necessary.
- 6.7.3 Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 6.7.4 Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 6.7.5 If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

6.8 Hosting of RFP

- 6.8.1 The RFP is hosted on NABARD website www.nabard.org and Central Public Procurement Portal (CPPP).
- 6.8.2 NABARD reserves the right to change the dates mentioned above.
- 6.8.3 Changes and clarification, if any, related to RFP will be posted on www.nabard.org.
- 6.8.4 Bidders must have close watch on the website during the intervening period before submitting response to RFP.

6.9 Erasures or Alterations

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

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

- 6.10.1 NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
- 6.10.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- 6.10.3 Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- 6.10.4 Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

- 6.10.5 The bidder to note that, in the current RFP splitting of order is not applicable.
- 6.10.6 NABARD shall be governed by the Public Procurement (Preference to Make In India) Order, 2017 – Revision dated 04 June 2020 issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce, Government of India. Any claim of preference under the above order shall be considered subject to submission/examination of all necessary documents as envisaged under the Order.



7. Minimum Eligibility Criteria

- 7.1 The bidder must satisfy the Minimum Eligibility criteria as per Annexure-III of the RFP;
- 7.2 The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the bid summarily. These criteria are mandatory.
- 7.3 Only those who fulfill all the eligibility criteria will qualify for further evaluation.
- 7.4 The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.



8. Evaluation Methodology

The evaluation will be conducted in the following stages:

1. Technical Bid Evaluation (including eligibility evaluation)
2. Commercial Bid Evaluation
3. Final Weighted Evaluation i.e. Techno – Commercial (Technical 70% and Commercial 30%)

8.1 Objectives of the Evaluation Methodology

- 8.1.1 The objective of the evaluation process is to evaluate the bids to select a capable and best fit vendor at a competitive price. The evaluation by NABARD will be undertaken by Technical Advisory Committee (TAC) (internal as well as external experts). The decision of the Committee shall be considered final.
- 8.1.2 The ‘Technical Bid’ will contain the exhaustive and comprehensive technical details whereas the ‘Commercial Bid’ will contain the pricing information. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.
- 8.1.3 In the first stage, only the ‘Technical Bids’ will be opened and evaluated. All eligible technical bids will be evaluated, and a technical score would be arrived at. The bidder scoring more than 70 per cent of the technical score will be qualified for commercial bid opening.
- 8.1.4 In the second stage, the Commercial Bids of only those bidders shall be evaluated who have qualified in the technical evaluation. The remaining commercial bids, if any, shall not be opened.
- 8.1.5 Final weighted evaluation score will be calculated in the ratio of Technical 70% and Commercial 30%
- 8.1.6 NABARD may call for any clarifications/additional required, if any, on the bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder’s offer may be disqualified, if the clarifications/ additional sought by the Bank are not submitted within the specified date and time.

8.2 Technical Bid Evaluation Process

- 8.2.1 The technical bids would be evaluated by the Technical Advisory Committee based on the technical evaluation criteria listed below

| S.N | Evaluation criteria | Scoring | Evidence | Maximum marks |
|-----|---|---|--|---------------|
| 1 | Consultant should be in existence for at least 5 years in India | In existence for 5 to 7 years – 5 marks In existence for over 7 years – 10 marks | 1.Certificate of Incorporation 2.Copy of PAN Card 3.Copy of GST Registration | 10 |

| S.N | Evaluation criteria | Scoring | Evidence | Maximum marks |
|-----|--|---|--|---------------|
| 2 | A) Experience and Credentials in Project Management engagements in India with Public Sector Units ongoing / Completed in last 7 years from the date of RFP with minimum duration of 06 months | <p>Bidders will be awarded marks as under:</p> <ol style="list-style-type: none"> 1. PMU contract worth more than Rs. 3 Crores – 5 per each project 2. PMU contract worth more than Rs.1.5 Crores and upto Rs.3.0 crore – 3 Marks for Each Project 3. PMU Contract worth more than Rs. 75 lakh and upto Rs.1.5 crore – 1 Mark for each Project | Furnish names of the units/ enterprises together with supporting documents like purchase orders/ mails awarding the project | 25 |
| | B) Of the projects specified under 2 A), additional score will awarded for <u>Specific Team experience in Project Management implementation of IT systems/ Data warehouse projects in Banks / BFSI / NBFC which are on-going / completed in the last 7 years from date of RFP with minimum duration of 6 months.</u> | Bidders will be awarded 5 additional marks for each of the project with a contract value of Rs. 75 lakh and above subject to a maximum additional score of 15 | Furnish names of the units/ enterprises together with supporting documents like purchase orders/ mails awarding the project | 15 |
| 3 | Permanent Consultants on Payroll with expertise in IT Project Management, IT Procurement and Techno Legal aspects of projects | <ol style="list-style-type: none"> 1. More than 75 : 10 marks 2. More than 50 and upto 75 – 5 marks 3. More than 25 and upto 50 – 3 marks 4. Less than 25 – Zero marks | Self certification by duly authorized signatory of the Company to be furnished giving required details on letter head of compay. | 10 |

| S.N | Evaluation criteria | Scoring | Evidence | Maximum marks |
|-----|--|---|--|---------------|
| 4 | Profile of the Head (PMU) | <p>PMP Certified for more than 8 years – 15 Marks</p> <p>PMP Certified for more than 5 years and upto 8 years – 10 Marks</p> <p>PMP Certified for more than 3 years and upto 5 years– 5 Marks</p> | Self certification by duly authorized signatory of the Company to be furnished giving required details on letter head of compay. | 15 |
| 5 | Technical response / proposal (Approach and methodology) | As per Technical Advisory Committee | | 25 |

8.2.2 When deemed necessary, NABARD may seek clarifications on relevant aspects from the bidder. However, that would not entitle the bidder to change or cause any change

8.2.3 The scoring methodology for technical bid components is explained in the following paragraphs

- a. Scores for the above individual parameters shall be added to determine the total marks of the bidders. The bidder with the highest technical score shall be ranked as T1.
- b. To proceed to the next round, bidders will need to score a minimum of 70 marks in the Technical Bid Evaluation.
- c. Technical score will be arrived at treating the marks of the bidder scoring the highest marks (T1) in technical evaluation as 100. Technical score for other bidders will be computed using the formula, $St = \text{Marks of bidder} / \text{Marks of highest scorer } T1 * 100$

8.3 Financial Bid Evaluation Process

The proposal with the lowest financial bid will be given the maximum score of 100 points. The formula for calculating the financial scores is $Sf = 100 * Fm/F$

Where Sf ← Financial Score

Fm ← Lowest Price

F ← Price of the bid under consideration.

8.4 Final Selection

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

- Technical T = 70%
- Financial F = 30%



Project Management Unit



The combined score (S) will be calculated as follows

$$S = 70 * St + 30 * Sf$$

The bidder whose combined score is the highest will be referred to as 'H1'.

In case of a tie in the final combined technical and financial score, the Bidder with higher technical score will be invited for negotiation and selection first. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the successful Bidder.



9 Liquidated Damages

Time is essence of the contract and NABARD expects the Vendor to complete the project as per the agreed implementation plan. The bank reserves the right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages (LD) in terms of the contract, in the event of one or more of the following conditions:

- i. Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by the bank in the purchase order.
- ii. Serious discrepancies noted in the inspection.
- iii. Breaches in the terms and conditions of the Order;

NABARD shall without prejudice to its other rights and remedies under and in accordance with the terms of RFP levy liquidated damages from payments due to the Vendor. Inability of the vendor to provide requirements as per scope or to meet the timelines as specified would attract liquidated damages. NABARD shall be entitled to invoke guarantees furnished by the Bidder to the extent of the liquidated damages applicable.

LD for delay in the Service(s) rendered for each week of delay beyond the scheduled date or part thereof will be a sum equivalent to 1% (One Percent) of total project cost for delay of one month or part thereof each time, subject to maximum of 10 % (Ten percent) of the total consideration. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost during implementation, Bank may consider termination of the contract or purchase order. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Vendor.

NABARD reserves the right to recover the liquidated damages from any payment to be made under this Contract 'Consultant for PMU'. The liquidation damages represent a genuine pre-estimate of the loss or damage that NABARD may suffer due to delay of breach in performance of the obligations by the Bidder. It may be further clarified that:

- i. NABARD has the right to enforce liquidated damages by way of set off.
- ii. Overall liability will be calculated as per applicable laws.
- iii. NABARD cannot take the responsibility of establishing the reasons for delay, unless delay is attributable to force majeure event, which is provided for under the RFP.

10 Special Terms and Conditions

10.1 Duration of Contract

- 10.1.1 Bank will enter into contract initially for a period of 2 years, extendable annually for a further period upto 3 years, if the bank so desires.
- 10.1.2 The Bank and vendor will reserve a right to re-negotiate the price and terms of the entire contract to arrive at a mutually favorable terms at the time of extension of contract.
- 10.1.3 Bank reserves the right to exit the contract after due notice of 3 months.

10.2 Award and Signing of Contract

- 10.2.1 Selected bidder would be issued Purchase Order on final selection and completion of internal approval formalities of the bank.
- 10.2.2 The bidder has to return the duplicate copy of the PO along with NDA (as per format given in **Annexure –X** of the RFP) within 7 working days, Stamped and Signed by Authorized Signatory as token of acceptance.
- 10.2.3 The bidder will be required to initialise the process for finalisation and execution of contract within one month (30 days) from date of PO.
- 10.2.4 The successful bidder shall identify and bear all the risks involved in the provision services
- 10.2.5 Bank shall not compensate for any loss, if any, incurred by the successful bidder during entire contract period or extended/renewed period, if any.

10.3 Price

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

or impact of new taxes shall be passed on to NABARD in its favour. This will remain applicable throughout the contract period.

10.3.5 No other cost whatsoever will be paid by NABARD.

10.4 Payment Schedule

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

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

10.5 Termination of Contract

10.5.1 The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least three (3) months, for any valid reason, including but not limited to the following reasons:

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

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

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

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

10.5.1.5 Violation of terms & conditions stipulated in this RFP

10.5.1.6 Laxity in following security standards laid down by the Bank

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

10.6 Termination for Default

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

10.6.2 In the event Bank terminates the Contract in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the vendor shall be liable to Bank

for any excess costs for such similar services. However, the vendor shall continue the performance of the contract to the extent not terminated.

10.7 Termination for insolvency

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

10.8 Periodic Review & Inspection

Bank will conduct periodic review and inspection, as and when required, to review vendor performance.



11 General Terms and Conditions

11.1 Definitions

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

- 11.1.1 “The Bank”, “NABARD”, “Purchaser”, “Buyer” means National Bank for Agriculture and Rural Development (NABARD);
- 11.1.2 ‘Consultant’, “Vendor”, “vendor”, “Supplier”, “Service Provider” means the respondent to the RFP document.
- 11.1.3 “RFP”. “Tender”, “RFP”, “Bid document’ means the ‘Request for Proposal document.
- 11.1.4 “Bid” may be referred to as ‘Offer’.
- 11.1.5 “The Contract” means the agreement entered into between the Bank, represented by its designated officer and the Vendor, as recorded in **the** Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 11.1.6 “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- 11.1.7 “The Services” means those service obligations of the Vendor covered under the Purchase Contract.

11.2 Use of Contract Documents and Information

- 11.2.1 The Vendor shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 11.2.2 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

11.3 Subcontracts

- 11.3.1 As per scope of the RFP, the subcontracting is explicitly prohibited. However, if the Bidder later considers subcontracting for certain reasons, the Bidder must obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. The bidder should then provide subcontracting details to the Bank and if required, Bank may evaluate the same.
- 11.3.2 In case if subcontracting is later permitted at any time, the contracting vendor is responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security

requirements of the contract and Bank can obtain independent audit report for the same.

11.4 Governing language

- 11.4.1 The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
- 11.4.2 The technical documentation involving detailed instruction for monitoring, manual etc. is to be delivered with every services provided. The language of the documentation should be English.

11.5 Applicable laws

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

11.6 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 therefrom.

11.7 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 therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

11.8 Right to Alter Quantities

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

11.9 No Commitment to Accept Lowest or Any Offer

- 11.9.1 The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 11.9.2 The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 11.9.3 The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does

not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

- 11.9.4 However, the Bank on specific request of the bidder in writing, may furnish the reasons for rejecting the bid/tender.

11.10 Information Security

Bidder will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank. The same will be provided to the successful bidder.

11.11 Taken / Brought over of Company

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

11.12 No Employer – Employee Relationship

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

11.13 Business Continuity

The bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank:

1. In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the bidder shall render all reasonable assistance and help to the Bank and to any new service provider engaged by the Bank, for the smooth switch over and continuity of the services.
2. In the event of failure of the bidder to render the service, without prejudice to any other right the Bank shall have as per this agreement, the bank at its sole discretion may make alternate arrangements for getting the services from any other source. And if the bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any, incurred by the bank in availing such services from the alternative source

11.14 Patent Rights

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

shall at no time admit to any liability for or express any intent to settle the claim.

11.15 Corrupt and fraudulent practice

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

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

11.16 Waiver

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

11.17 Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies 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.

11.18 Confidentiality

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

11.19 Limitation of Liability

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

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

11.20 Privacy and 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 and implementation plans to ensure that IT resources leaving the control of the bank (removed for repair, replaced or upgraded) are cleared of all Bank data and software. The bidder shall also ensure that all subcontractors (if permitted in contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the 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.

11.21 Audit

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

11.22 Compliance with Statutory and Regulatory Provisions

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

11.23 Right of Publicity

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

11.24 Indemnity

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

11.25 Force majeure

- 11.25.1 If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order,

proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

- 11.25.2 If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11.26 Resolution of Disputes

- 11.26.1 It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- 11.26.2 In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 11.26.3 The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 11.26.4 Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 11.26.5 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 11.26.6 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.

11.26.7 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

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

The Chief General Manager
National Bank for Agriculture and Rural Development
Department for Data Management, Analytics and Business Intelligence
3rd Floor, C-24, 'G' Block,
Bandra Kurla Complex
Bandra (East), **Mumbai 400 051**

11.27 Other Clauses

11.27.1 NABARD has the sole ownership of and the right to use, all data that may be in possession of the vendor or its representative in the course of performing the services under the agreement that may be entered into. All documents, reports, information, data etc. collected and prepared by vendor in connection with the Scope of Work submitted to NABARD will be property of the Bank. The vendor shall not be entitled either directly or indirectly to make use of the documents, reports given by NABARD for carrying out of any services with any third parties. Vendor shall not without the prior written consent of NABARD be entitled to publish studies or description article with or without illustrations or data in respect of or in connection with the performance of services.

11.27.2 No provision of the RFP is intended to, or shall, confer any right on a third-party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.

11.27.3 The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc., in connection with delivery of products/services at site including incidental services and commissioning.

11.27.4 The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.

11.27.5 Providing clarifications / particulars / documents, etc., to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.

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

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

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

11.28 Representation and Warranties

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

1. That the bidder has the requisite qualifications, skills experience and expertise in providing services contemplated hereunder. It has the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service / systems sought to NABARD.
2. That the vendor is not involved in any major litigation, potential, threatened / existing that may have an impact of affecting or compromising the performance and delivery of services / systems under the contract.
3. That the representations made by the vendor / bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless NABARD in writing specifies to the contrary, the vendor/bidder shall be bound by all the terms of the bid.
4. That the vendor has professional skills, personnel and resources / authorisation that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract.
5. That the vendor shall ensure that all assets including but not limited to any software's, licenses, databases, documents etc. developed, procured, deployed and created during the terms of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
6. That the vendor shall use assets as NABARD may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the contract. The bidder shall, however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
7. That the vendor shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep



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NABARD, its directors, Officers, employees, representatives, consultant and agents indemnified in relation thereto.

8. That all the representations and warranties as have been made by the Bidder with respect to its bid and contract / agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
9. That the execution of the services would be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
10. That there are no inquiries or investigations have been threatened, commenced or pending against the vendor / bidder or its team members by and statutory or regulatory or investigative agencies.
11. That the bidder has the corporate power to execute, deliver and perform the terms and provisions of the contract and has taken all necessary corporate action to authorize execution, delivery, and performance by it of the Contract.
12. That neither the execution and delivery by the vendor of the contract nor the vendor's compliance with or performance of the terms and provisions of the contract will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or Governmental authority binding on the vendor nor will it conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the vendor is a party or by which it or any of the property or assets is bound or to which it may be subject or violate any provision of the constitution documents of the vendor.
13. That the vendor certifies that all registrations, recording, filings and notarizations of the contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the vendor / bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
14. That there has not and shall not occur any execution, amendment or modification of any Contract without the prior written consent of NABARD, which may directly or indirectly have a bearing on the Contract or services rendered.



12 Annexures

12.1 Annexure – I: Bid Forwarding Letter

(To be submitted on Bidder’s letter head)

Date:

The Chief General Manager
Department for Data Management, Analytics and Business Intelligence
National Bank for Agriculture and Rural Development,
3rd Floor, C-24, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Setting up Project Management Unit for NABARD

We, the undersigned, offer to submit our bid in response and accordance with your tender reference No.NB.DDMABI/ 373 /DDMABI-10/2021-22 dated 31 March 2022. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

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

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

We agree to abide by this offer till 180 days from the date of opening of Commercial Bid.

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

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

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

Dated at _____ day of _____ 2022.

Yours sincerely,

Date

Signature of Authorized Signatory:

Place

Name of the Authorized Signatory:

Designation:

Phone & E-mail:

Name of the Organisation:

Seal

12.2 Annexure –II: Bidder profile

| S. N. | | Documents to be Submitted | Bidders Response (to be filled in by bidder) |
|-------|---|--------------------------------------|---|
| 1 | Name of the bidder /entity | | |
| 2 | Year of establishment | | |
| 3 | Ownership of the bidder or entity | | |
| 4 | Registration number and date of registration. | Copy of Registration Certificate. | |
| 5 | Registered Office Address. | | |
| 6 | GST Number | Copy of GST Registration certificate | |
| 7 | PAN No. | Copy of PAN number. | |
| 8 | Promotor / Partner / Director details | | |
| a | Name | | |
| b | Designation (Promoter / Director) | | |
| c | Mobile No. | | |
| d | Mail Id | | |
| 9 | Address of bidder Office at Mumbai with contact numbers | | |
| a | Address | | |
| b | Land Line No. | | |
| c | Mail Id. | | |
| 10 | Contact Details of Bidders authorized Representative (on whose behalf Power of Attorney issued). | | |
| a | Name | | |
| b | Designation | | |
| c | Mobile No. | | |
| d | Mail id | | |
| e | Specimen Full Signature and initials. | | |
| 11 | MSME Details | | |
| a | Whether Bidder MSME (Yes/No) | | |
| b | MSME Registration No | | |
| c | Date till which MSME Certificate is valid. | | |
| d | Attested Copy of MSME Certificate attached. (Yes /No) | | |



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

Date:

Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

Note

1. Bidder response should be complete with all relevant documents attached.
2. Documentary proof, sealed and signed by authorized signatory, must be submitted
3. Proposal of the bidders are liable to be rejected in case of incomplete information or non-submission of documentary proof.



12.3 Annexure –III: Minimum Eligibility Criteria

| S.N. | Criteria | Documents to be submitted |
|------|---|---|
| 1. | Bidder must be a company registered or incorporated in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as on RFP issuance date, registered with the GSTN and should have been in the business of providing of Consultancy Services for a period of at least 5 years as on date of RFP. | Copy of: <ul style="list-style-type: none"> • Incorporation / Registered Partnership Deed • PAN • TAN • GSTIN • Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association |
| 2. | Bidder should have minimum turnover of Rs.20 crores during the last three financial years (FY19, FY20, FY21) in India | CA Certified documentary proof satisfying the criteria should be submitted. |
| 3. | Bidder should have positive operating Profit (as EBDITA i.e., Earnings before Depreciation, Interest, Tax & Amortization) in each of the last three financial years, (2018-19, 2019-20 and 2020-21). | Copy of the audited financials of the company showing the same should be submitted. <i>In case the audited financials for the year 2020-21 is not available, CA Certificate certifying positive EBDITA/ Turnover / Net Worth should be submitted</i> |
| 4. | Bidder should have minimum staff strength of at least 25 Permanent Consultants on Payroll with expertise in IT Project Management, IT Procurement and Techno Legal aspects of projects on its payroll. | Self-declaration to this effect on the company's letter head |
| 5. | Bidder to provide an undertaking on their letter head that all the functional requirements as part of scope of work are covered in totality in the proposal submitted by the bidder | A Self-Declaration to be furnished by the Bidder on the Company's letter head |
| 6. | The Bidder should not have been blacklisted by any Bank, Financial Institution, Govt.'s Vendor Black List earlier | A Self-Declaration to be furnished by the Bidder on the Company's letter head as per format provided in Annexure V |



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12.4 Annexure –IV: Letter of Authorisation to Bid

Ref No: _____

Date: --/--/

The Chief General Manager
Department for Data Management, Analytics and Business Intelligence
National Bank for Agriculture and Rural Development
3rd floor, B 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 reference No.NB.DDMABI/ 373 /DDMABI-10/2021-22 dated 31 March 2022.

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

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

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

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

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

12.5 Annexure –V: Non-Blacklisting

(On the Organization's letterhead)

Part A. In the case of a Proprietary Concern:

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

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

Part B. In the case of a Partnership Firm:

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

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

Part C. In the case of Company:

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

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

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

Place:

Date:

Signature of Bidder: _____

Name of Signatory: _____



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12.6 Annexure -VI: Pre-Contract Integrity Pact

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

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

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

Preamble

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

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

Section 1 – Commitments of the Buyer

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

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

(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 cartelization 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 (**Annexure XIII**).

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:

Shri Pramod Kumar Sangewar, IRSS (Retd)
H No. 12-5-65/1, Flat No 109,
Shri Harsha Sethuram Unique,
Vijaypuri Colony, South Lalaguda,
Secunderabad,
Telangana - 500 017

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have 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.



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- (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. _____
2. _____

12.7 Annexure –VII: Bid query format

Tender No: NB.DDMABI/ 373 /DDMABI-10/2021-22 dated 31 March 2022

| S.N . | Page Number | Section Number | Clarification point as stated in the tender document | Comment/ Suggestion/ Deviation |
|-------|-------------|----------------|--|--------------------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |



12.8 Annexure –VIII: Commercial bid

| Description | Amount in INR (Inclusive of GST) | Amount in Words (Inclusive of GST) |
|---|-------------------------------------|---------------------------------------|
| Consultancy Fee for setting up Project Management Unit for 02 Years | | |

Break up details

| Sl No | Role | Cost of the resource per month (INR) | Number of Full Time Equivalent (FTEs) X Months deployed | Total Cost |
|-------|--------------------|--------------------------------------|---|------------|
| 1 | Project Manager | | | |
| 2 | Other team members | | | |
| 3 | | | | |
| | | | | |
| | | | | |
| | | | | |

(Please add any other roles that you feel necessary)

Total costs

| Year | 1 | 2 |
|---|---|---|
| Number of Full Time Equivalent (FTEs) | | |
| Cost (Exclusive of GST) | | |
| Other costs (please specify) exclusive of GST | | |
| Total Cost (Exclusive of GST) | | |
| Total Cost (Inclusive of GST) | | |

The total Commercial Bid for 2 years from the award / signing of the contract is Rs. _____ (Rupees _____)

Notes:

- Total cost must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes.
- In case of any discrepancy, amount quoted in words will be considered.
- Payment will be made as per the payment terms mentioned in this RFP.
- In case of any delay attributable to Bank, the project term of 12 months shall be extended subject to mutual agreement between the Bank and the Vendor
- In case of any delay attributable to Consultant, the consultant shall be liable for Liquidated Damages and /or penalty as applicable.
- Prices quoted by the bidder are exclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST). GST will be paid on actual on production of original invoice.
- Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. While any increase in the rates of applicable taxes or impact of new taxes imposed by the Central or State Governments of India, subsequent to the



Project Management Unit



submission of commercial Bid shall be borne by NABARD, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to NABARD in its favour. This will remain applicable throughout the Contract Period.

Authorized signatory:

Designation:

Phone & E-mail:

Name of the Organization:

Seal



12.9 ANNEXURE IX – Earnest Money Deposit/Bid Security Form

Ref No.....

Dated: --/--/2022

The Chief General Manager
Department for Data Management, Analytics and Business Intelligence
National Bank for Agriculture and Rural Development
3rd Floor, B 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 Selection of Consultant for PMU for DMABI Solution for NABARD.

- (2) WHEREAS M/s _____ who are our constituents (hereinafter referred to as "the Tenderers", which expression shall include the successors and assigns) have taken the tender for the said work.
- (3) AND WHEREAS it is one of the condition of the said tender that the Tenderer shall deposit with the NABARD at the time of submitting the tender a sum of `----- /- (Rupees -----only) as and by way of Bid Security (BS), which BS shall not bear any interest and which shall be liable for forfeiture in the event of the Tenderer, after acceptance of his tender by NABARD, failing to observe any of the terms and conditions of the tender or the Tenderer not supplying the said software to the satisfaction of NABARD and / or its Consultants.
- (4) AND WHEREAS at the request of the Tenderer, NABARD has agreed not to insist for payment of the said BS in cash/demand draft and accept the guarantee from a Scheduled Commercial Bank in lieu thereof and have agreed to accept the same from us, the Bank i.e. _____ (Name of the bank) on behalf of the tenderer, as hereinafter contained.

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



Project Management Unit



- 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)

12.10 Annexure –X: Non-Disclosure Agreement

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

AND

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

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

WHEREAS:

1. NABARD is engaged in Banking business and has floated a Request for Proposal for selection of a Consultant for Project Management Unit (PMU), the scope of which is specified in Section 4.1 of this RFP. The detailed scope of work for the requirement of PMU is provided in RFP released by NABARD on 01 January 2022 (Reference No. NB.HO.DDMABI/209/01(RFP)/2021-22) 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 Consultant to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").

2. The Consultant is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.

3. The Consultant is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.

4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

5. Receiving Party means who receives the confidential information.

6. Disclosing Party means who discloses the confidential information.

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

1. Confidential Information

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

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

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

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

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

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

Confidential Information does not include information which:

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

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

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

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

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

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

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

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

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

2. Non-disclosure

The 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 Consultant who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Consultant shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Consultant agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

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

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

- e) Personnel information; or
- f) Financial information.
- g) Capital adequacy computation workings

3. Publications

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

4. Term

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

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

5. Title and Proprietary Rights

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

6. Return of Confidential Information

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

7. Remedies

7.1. The Consultant acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Consultant will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any



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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



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

12.General

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

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

BUYER

Name of the Officer

Designation

NABARD

BIDDER

Chief Executive Officer

Organisation

Witness

1. _____

2. _____

Witness

1. _____

2. _____



12.11 Annexure –XI: Team profile

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

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



12.12 ANNEXURE XII – Compliance Statement

(To be submitted on Bidder's letter head)

Declaration

Tender No. NB.DDMABI/ 373 /DDMABI-10/2021-22 dated 31 March 2022

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

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

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Date:



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12.13

ANNEXURE XIII – Performance Bank Guarantee Format

(To be executed on a non-judicial stamped paper of appropriate value)

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 (hereinafter referred to as “Purchaser”) having agreed to undertake services of Consultant for Project Management Unit (PMU) for DMABI solution project of NABARD (hereinafter referred to as “Services”) from _____ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the RFQ (Ref. No. _____ Dated _____) and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the DMABI Solution (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said Contract and also guaranteeing the Proposed Services as per the terms and conditions of the said Contract;

- 1) We, _____ (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the Contractor, do hereby guarantee and undertake to pay to the Purchaser, forthwith on mere demand and without any demur, at any time up to _____ 2022 (validity date of BG) money or monies not exceeding a total sum of Rs _____/- (Rupees _____ only) as may be claimed by the Purchaser to be due from the Contractor by way of loss or damage caused to or would be caused to or suffered by the Purchaser on failure of the Contractor to provide Proposed Services as per the terms and conditions of the said Contract (“**Guarantee**”).
- 2) Notwithstanding anything to the contrary, the decision of the Purchaser as to whether the Contractor has failed to provide Proposed Services as per the terms and conditions of the said Contract will be final and binding on the Bank and the Bank shall not be entitled to ask the Purchaser to establish its claim or claims under this Guarantee but shall pay the same to the Purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/ or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, arbitrator, or any other authority.
- 3) This Guarantee shall expire on _____ 2027 (validity date) without prejudice to the Purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. _____ 2027.
- 4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the Purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the Purchaser under or by virtue of the said Contract have been duly paid and its claims satisfied or discharged or the Purchaser certifies that the terms and conditions of the said Contract have been fully carried out by the Contractor and accordingly discharges the Guarantee.
- 5) In order to give full effect to the Guarantee herein contained, the Purchaser shall be entitled to act as if we are Purchaser’s principal debtors in respect of all the claims of the Purchaser against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

- 6) The Bank agrees with the Purchaser that the Purchaser shall have the fullest liberty without affecting, in any manner, the Bank's obligations under this Guarantee to extend the time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the Purchaser against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the Contractor for any forbearance, act or omission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.
- 7) The Guarantee shall not be affected by any change in the constitution of the Contractor or the Bank nor shall it be affected by any change in the constitution of the Purchaser by any amalgamation or absorption or with the Contractor, Bank or the Purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the Contractor heretofore mentioned for the same Contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the Contractor heretofore mentioned for the same Contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.
- 10) Notwithstanding anything contained herein:-
- Our liability under this Guarantee shall not exceed ₹. _____/- (Rupees _____ only) ;
 - This Guarantee shall be valid up to _____ (validity date) ;
 - Unless actions to enforce the claims is filed on or before _____ (validity date) all rights under the said Guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.
 - The Bank is liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if the Purchaser serves upon the Bank a written claim or demand on or before _____ (validity date)
- 11) The Bank has power to issue this Guarantee under the statute/ constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank. Date this ----- day of ----- 2021 at -----

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

sd/- -----

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



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

Sd/_____



12.14 ANNEXURE XIV – Contract Form

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

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

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

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

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in RFP.
2. The following documents shall be deemed to form and be read and construed as part of this Contract along-with RFP, viz.:
 - a) The Bid form, price schedule and all other documents submitted by the Vendor in response to the RFP;
 - b) The Scope of Work;
 - c) The special terms and conditions provided under the RFP;
 - d) The general terms and conditions provided under the RFP;
 - e) The Purchaser’s Notification of Award

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

3. In consideration of the Contract Price, the Supplier hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



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5. Brief particulars of the Services which shall be supplied/provided by the Supplier are as set out in Exhibit I, attached hereto.

6. Independent Contractor

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

7. Dispute Resolution, Governing Law and Jurisdiction

7.1 This Agreement shall be governed by the laws of India.

7.2 All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably by Parties. Each Party shall select / appoint 1 (one) senior representative. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives ("**Settlement Period**").

7.3 In case of failure to resolve the disputes and differences amicably as per the mechanism set out in Clause 7.2 prior to expiry of the Settlement Period, such unsettled dispute or difference shall be referred to and finally resolved by arbitration administered by the Mumbai Centre for International Arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Clause 20 (Dispute Resolution, Governing Law and Jurisdiction). In the event of such arbitration:

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

7.3.2 the tribunal shall consist of 3 (three) arbitrators; 1 (one) to be appointed by the Bank, 1 (one) to be appointed by the Supplier, and the third to be appointed by the 2 (two) arbitrators. If either the Bank or the Supplier fails to appoint an arbitrator as set out in this Clause 7 (Dispute Resolution, Governing Law and Jurisdiction), the arbitrator of such party shall be appointed in accordance with the MCIA Rules;

7.3.3 the language of the arbitration shall be English;

7.3.4 the arbitration awards shall be reasoned and shall be final and binding on the disputing Parties and may be specifically enforced by any court of competent jurisdiction;

7.3.5 the tribunal shall be entitled to decide on and apportion the costs and reasonable expenses (including reasonable fees of counsel retained by the Parties) incurred in the arbitration;

7.3.6 the existence and content of any arbitration proceeding, and any award thereof shall be confidential among the Parties, and subject to the terms of Clause 10 (Confidentiality) of the RFP; and

- 7.3.7 the existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.
- 7.4 Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction, including pre-arbitral attachments, temporary restraining orders, or temporary injunctions, as may be necessary to preserve the rights of such Party. The application by either Party to a judicial authority for such measures shall not be deemed to be an infringement or a waiver of the covenant of the Parties to submit disputes to arbitration under this Agreement and shall not affect the relevant powers reserved to the arbitrator pursuant to this Clause 20 (Dispute Resolution, Governing Law and Jurisdiction).
- 7.5 All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and subject to the arbitration provisions above, courts in Mumbai only shall have jurisdiction to determine the same.
8. SEVERABILITY
- If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.
9. WAIVER
- The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise any right or remedy to which it is entitled hereunder or thereunder, will not constitute a waiver thereof and will not cause a diminution of the obligations established by this Agreement. A waiver of any default will not constitute a waiver of any subsequent default. No waiver of any of the provisions of this Agreement will be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.
10. COUNTERPARTS
- This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in “portable document format” (“.pdf”) shall be as effective as signing and delivering the counterpart in person.
11. ENTIRE AGREEMENT AND AMENDMENTS
- 11.1 This Agreement shall be deemed to be incorporated as part of the Principal Agreement by reference. This Agreement along with the Principal Agreement shall contain the entire understanding of the Parties and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.
- 11.2 No supplement, amendment or modification to this Agreement shall be valid, enforceable or binding upon the Parties unless made in accordance with the provisions of this Agreement.
12. FURTHER ASSURANCE
- The Parties shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as reasonably required to give effect to the provisions of this Agreement.

13. NOTICES

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

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

13.2.1 by hand to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or

13.2.2 by prepaid first-class post to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served at the start of the second Business Day after the date of posting; or

13.2.3 by prepaid international airmail to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served at the start of the fourth Business Day after the date of posting; or

13.2.4 by email, to the relevant email address set out in Clause 13.4 (Address for Service) and shall be deemed served on the day when the sending of the email is recorded on the sender's computer, unless the sender receives a message from its internet service provider or the recipient's mail server indicating unsuccessful transmission. Any such email should be followed by service of the notice through one of the methods in 13.2.1 through 13.2.3, within 3 (three) Business Days of such email being deemed as served pursuant to this sub-13.2.4.

13.3 In Clause 13.2 (Method of Service), "during a Business Day" means any time between 9.30 am and 5.30 pm on a Business Day based on the local time where the recipient of the notice is located. References to "the start of a Business Day" and "the end of a Business Day" shall be construed accordingly.

13.4 Notices shall be addressed as follows:

In case of notice to the Bank

Name: [Insert]

Address : [Insert]

Email address : [Insert]

To the attention of : [Insert]

In case of notice to Supplier

Name: [Insert]

Address : [Insert]

Email address : [Insert]

To the attention of : [Insert]

13.5 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 7 (Seven) Business Days' prior written notice. Until the end of such notice period, service on either address shall remain effective.

14. SPECIFIC PERFORMANCE

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other



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Parties from committing any violation or to enforce the performance of the covenants, representations and warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Parties may have at law or in equity, including without limitation a right for damages.

15. SURVIVAL

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

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

Signed, Sealed and Delivered by the

Signed, Sealed and Delivered by the

(Name & Designation) for and on behalf of _____, One Part (the Vendor)

(Name & Designation) for and on behalf of NABARD, One Part (the Purchaser)

Witness

Witness

1. _____

1. _____

2. _____

2. _____