NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD)

DEPARTMENT OF SUPERVISION
HEAD OFFICE, MUMBAI

Request for Proposal (RFP)

For

Consultancy Services for migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk Based Supervision

National Bank for Agriculture and Rural Development (NABARD) invites sealed Request for Proposal (RFP) from Indian consulting agencies for Engagement of Consultant for migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk Based Supervision. The eligible consulting agencies may visit our web site www.nabard.org for details and apply as stated therein.

Last date of receipt of RFP: 26 February, 2021
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IMPORTANT DEFINITIONS

1. “The Bank” means NABARD (All constituents / offices except subsidiaries)

2. “Recipient”, “Respondent” and “Bidder” means respondent to the RFP document

3. “RFP” means this Request for Proposal document

4. Selected Bidder and Bank shall be individually referred to as “Party” and collectively as “Parties”

5. “Bid” means response to this RFP document

6. “Supervised Entity” (SE) means the banks supervised by NABARD.

7. “NBSC” means National Bank Staff College, Lucknow

8. “BIRD” means Bankers Institute of Rural Development, at Lucknow, Mangalore and Kolkata

9. Project Team means the personnel/human resource placed by the Successful Consulting Firm in NABARD for execution of the assignment.
DISCLAIMER

This Request for Proposal (RFP) has been prepared solely for enabling NABARD to define the requirements for engagement of a Consultant. This RFP is not a recommendation, offer or invitation by NABARD to enter into a contract, agreement or any other arrangement in respect of the services, but only an invitation to receive response from eligible interested Bidders operating in India. The issue of the RFP does not imply that NABARD is bound to select any Bidder or to appoint the Selected Bidder for the work. NABARD reserves the right to reject all or any of the Bids without assigning any reasons whatsoever. The provision of the services is subject to observance of selection process and appropriate documentation. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by NABARD with the successful bidder.

This document should be read in its entirety. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should analyse the information contained in the RFP document, the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. NABARD makes no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. NABARD may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

NABARD and its directors, officers, employees, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it.
SECTION– 1

BID NOTICE

1.1 Invitation for Bids

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 and is having its Head Office at Plot No. C-24, ’G’ Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

1.2 Objectives of RFP

NABARD is floating this RFP to invite techno-financial bids through e-tendering process, from eligible bidders, to appoint a consultant for migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk based Supervision, as mentioned in the Terms of Reference.

A complete set of Request for Proposal (RFP) can be obtained from the website www.nabard.org.

1.3 RFP Schedule

The details related to Bid Collection and submission are given below:

<table>
<thead>
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<th>Bid Reference number</th>
<th>NB.DoS.RBS/3576 /J-2/2020-21</th>
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<tr>
<td>Earnest Money Deposit (Refundable)</td>
<td>₹50,000/- (Rupees fifty thousand only) by way of RTGS to NABARD as per the bank details below: Bank Name : NABARD Branch Office : Head Office, Mumbai Name of the Account : NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT Account No : NABADM07 IFSC : NBRD0000002 (To be paid before submission of the Bid)</td>
</tr>
</tbody>
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Date of issue of RFP: 05 February 2021 (Friday)

Last date for submission of pre-bid queries to the designated e-mail: 03.00 PM, 17 February 2021 (Wednesday)

Pre bid meeting: 18 February 2021 (Thursday), at 11.00 AM at NABARD Head Office

Last date and time for submission of Bids: 26 February 2021 (Friday) at 4.00 pm

Opening of Technical Bid: 01 March 2021 (Monday) at 11.00 AM at NABARD Head Office
Opening of Financial Bid | 05 March 2021 (Friday) at NABARD Head Office or any other date to be advised separately to the shortlisted bidders.

Contact Persons | 1. Shri Loken Das, DGM 022-26539387
                  2. Shri Aditya Kumar Singh, AM 022-26539477

E-mail | dos.rbs@nabard.org

1.4 Important Instructions to bidders

i. NABARD invites responses from bidders to propose a contractual arrangement for “facilitating in migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk Based Supervision” as described in this document.

ii. Number of Bids

A bidder can submit only one Bid. In case more than one bid are submitted by a bidder, all the bids submitted by the bidder shall be rejected.

iii. Joint Bids

a. Two or more bidders shall not partner with each other to bid jointly for this assignment.

b. 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, technical or otherwise, it may notify NABARD through designated email (dos.rbs@nabard.org) or NABARD’s mailing address indicated in the RFP on or before 03.00 pm on 17 February 2021 (Wednesday). Bidders/s should notify NABARD of any error, omission or discrepancy found in this RFP document not later than 03.00 pm on 17 February 2021 (Wednesday). NABARD will try to reply, without any obligation in respect thereof, to every reasonable query raised by the Bidder through email. No suggestions or queries shall be entertained after the pre-bid meeting.

iv. Acceptance / Rejection of Bid

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

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

vi. Period of Validity of Bids

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

➢ **Extension of Period of Validity**: - In exceptional circumstances, NABARD reserves the right to extend the validity of the bid for a further period.

vii. NABARD reserves the right to change the dates mentioned in the RFP, and the revised dates will be communicated through NABARD’s website.

viii. Non-payment of Earnest Money Deposit (EMD) of ₹50,000/- (Rupees fifty thousand only) will result in rejection of bid.

ix. The Earnest Money Deposit (EMD) deposited by the unsuccessful bidders will be refunded after award of the contract to the successful bidder. The selected successful bidder shall be required to enter into an agreement with NABARD with respect to award of contract. 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 NABARD on the Earnest Money Deposit.

x. The Performance Bank Guarantee is to be submitted by the successful bidder in the format provided in Annexure-H.

xi. The RFP declaration, as per Annexure-I is to be furnished by the bidder.

xii. The bidder shall ensure compliance with Central Vigilance Commission (CVC) guidelines issued from time to time, pertaining to the work covered under this RFP.
SECTION-2
TERMS and CONDITIONS

2.1 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NABARD in relation to the provision of services. Neither NABARD nor any of its directors, officers, employees, agents, representatives or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither NABARD nor any of its directors, officers, employees, agents, representatives, contractors, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

2.2 Confidentiality

The bidder shall submit an undertaking of confidentiality of all information as per Annexure-A. NABARD may update or revise the RFP document or any part thereof. The bidder acknowledges that any such revised or amended document shall be subject to the same confidentiality undertaking. The bidder shall not disclose or discuss the contents of the RFP document, except for bidding purposes, with any officer, employee, consulting agency, director, agent, or other person associated or affiliated in any way with NABARD or any of its customers or suppliers without the prior written consent of NABARD.

2.3 All Costs to be borne by the Respondents

All costs and expenses (whether in terms of time or money) incurred by the Bidder/Recipient/Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc., and providing any additional information required by NABARD, will be borne entirely and exclusively by the Bidder/Recipient/Respondent. Stamp duty that may be incurred towards entering into agreement with the successful Bidder for awarding the contract will be shared by NABARD and the successful Bidder in equal proportion.
2.4 No Legal Relationship

No binding legal relationship will exist between any of the Bidder/Recipients/Respondents and NABARD until execution of a contractual agreement to the full satisfaction of NABARD.

2.5 Bidder’s/Recipient’s Obligation to Inform Itself

The Bidder/Recipient is advised to study the RFP Document carefully. Submission of the bids will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the RFP document with full understanding of its implications. Bids not complying with all the given clauses in this RFP document are liable to be rejected. Failure to furnish all information required in the RFP Document or submission of a bid not substantially responsive to the RFP document in all respects may result in the rejection of the bid. The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

2.6 Evaluation of Offers

Each Bidder/Recipient acknowledges and accepts that NABARD may, at its sole and absolute discretion, apply additional criteria it deems appropriate in the selection of consulting agency. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor can it be construed as material for any investigation or review to be carried out by a Bidder/Recipient. The Bidder/Recipient unconditionally acknowledges by submitting its response to this RFP document, that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

2.7 Errors and Omissions

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

2.8 Acceptance of Terms

The Bidder/Recipient will, by responding to NABARD’s RFP document, be deemed to have accepted the terms as stated in this RFP document.
2.9 Inspection of Records

All bidder's records with respect to any matter covered by this RFP shall be made available to NABARD or its authorized officials at any time during normal business hours, as often as NABARD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

2.10 Integrity Pact (IP)

As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors/bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer/NABARD and all bidders, and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in Annexure-B. The Prospective bidders have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the RFP document. **Non-submission of ‘Integrity Pact’ shall disqualify the prospective bidder at the initial stage and their Technical/Financial bids shall not be opened.**

The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputation, who will examine any complaint, received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities.

2.11 Compliance with Laws

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

2.12 Violation of Terms

It is clarified that NABARD 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 bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies NABARD may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

2.13 Non-disclosure of Information

The selected Bidder shall not, without NABARD’s prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NABARD in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them.

2.14 No Commitment to Accept any Bid

NABARD does not bind itself to accept the lowest or any bid/tender at all. The rates quoted by the Bidder/tenderer should be able to demonstrate the capability of the tenderer to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from Bidder/tenderer, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document and Bidder/tenderer shall have to furnish rate analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid, if the bid is found to be abnormally low to deliver the contract. NABARD has the right to re-issue the tender/bid. NABARD reserves the right to make any changes in the terms and conditions of RFP and the same will be informed to all bidders. The NABARD will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of NABARD in this regard shall be final, conclusive and binding upon the bidder.

2.15 Signing of the Bid

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

2.16 Exit Option
NABARD reserves the right to cancel the contract in the event of the failure of the bidder to agree on the terms of the contract within 30 days from the date of communication of award by NABARD and sharing of terms of contract by NABARD and subject to a cure period of 30 days.

2.17 Disqualification
Any form of canvassing/lobbying/influence/query regarding short-listing, status, etc., will be a disqualification.

2.18 Governing Laws & Dispute Resolution
The RFP and selection process shall be governed by and construed in accordance with the laws of India. All legal dispute between the parties shall be subject to the jurisdiction of the courts situated at Mumbai only.
SECTION 3
OVERVIEW

3.1 About NABARD
National Bank for Agriculture and Rural Development (hereafter referred to as NABARD), is the Apex Bank for agriculture and rural development, established under the provisions of ‘The National Bank for Agriculture and Rural Development Act, 1981’ for the purpose of providing and regulating credit and other facilities for the promotion and development of agriculture, small scale industries, cottage and village industries, handicrafts and other rural crafts and other allied economic activities in rural areas with a view to promoting integrated rural development and securing prosperity of rural area, and for matters connected therewith or incidental thereto. NABARD is India’s Apex Development Financial Institution and is owned by the Government of India. The details of financials of NABARD and its subsidiaries are available on the website of NABARD www.nabard.org.

3.2 Organizational Set up
NABARD is presently operating through its Head Office at Mumbai, 31 Regional Offices at State level, one Sub Office (Srinagar Cell), 419 District Development Manager (DDM) Offices at district level and four Training Establishments at various locations. The Departments set up at the Regional Offices largely correspond to the Head Office Departments. At present the organizational set up of NABARD, including its Training Establishments is as under:
The details of Head Office Departments/Regional Offices/Training Establishments/District Development Offices are available on Bank’s website www.nabard.org.

3.3 Functions of NABARD

Initiatives of NABARD are aimed at building an empowered and financially inclusive rural India through specific goal oriented departments, which can be categorized broadly into three heads: Financial, Developmental and Supervision. These initiatives facilitate addressing 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 onboarding them to the CBS platform; from designing new development schemes to the implementation of GoI’s development schemes; from training handicraft artisans to providing them a marketing platform for selling these articles. NABARD attempts to address all areas connected to rural credit, agriculture and rural prosperity.

3.4 Supervision

(i) NABARD undertakes supervision of Regional Rural Banks (RRBs) and Rural Cooperative Banks (RCBs) in terms of the provisions contained in Section 35(6) of Banking Regulation Act, 1949 (for RRBs) and Banking Regulation Act, 1949 (AACS) for Rural Cooperative Banks (StCBs and DCCBs). NABARD undertakes supervision of these Banks as per the policy directions of the Board of Supervision (BoS) constituted by NABARD.

(ii) Supervision function is being performed through On-Site Inspections, Off-Site Surveillance System (OSS) and supplementary appraisals/ portfolio studies as warranted. The main thrust of NABARD’s supervision is to protect the interests of the present and future depositors by ensuring conduct of business by the supervised banks in conformity with the provisions of the relevant Acts, Rules and Regulations / Bye-laws, compliance with guidelines issued by NABARD, RBI and Governments besides financial and managerial soundness, and operational efficiency of the banks.
At present, NABARD follows the CAMELSC (Capital Adequacy, Asset Quality, Management, Earnings, Liquidity, Systems and Compliance) approach for supervision over the RCBs/RRBs. The approach enables examination of the bank’s overall financial health, the soundness of its banking operations, managerial and operational efficiency and regulatory compliance. CAMELSC approach has been a time tested and universally adopted system for supervision of financial institutions for a long time. A supervisory rating model based on CAMELSC approach, combining both qualitative and quantitative elements, is used to summarize the performance of individual banks.

A Working Group on Risk Based Supervision (RBS) was set up by NABARD to review the present approach to supervision and suggest a roadmap for moving over to RBS. The report of the Working Group is available at [https://www.nabard.org/auth/writereaddata/file/Report%20of%20the%20Working%20Group%20on%20RBS.pdf](https://www.nabard.org/auth/writereaddata/file/Report%20of%20the%20Working%20Group%20on%20RBS.pdf).

### 3.5 Engagement of a Technical Expert /Consultant:

(i) The Working Group on Risk Based Supervision had recommended upgrading the current CAMELSC model to Enhanced CAMELSC model until the Supervisor /SEs are able to get equipped for RBS. The migration from CAMELSC to ‘Risk Based Supervision’ accordingly is expected to be gradual and calibrated. The transition from Enhanced CAMELSC model to RBS can be undertaken once the prerequisites for RBS implementation have been met. The Board of Directors of NABARD has accorded “in-principle” approval for switching over to “Enhanced CAMELSC” model of supervision from 2021-22.

(ii) Consultancy support in areas like developing of rating tools and modules for Enhanced CAMELSC, implementation approach, developing suitable templates, guidance notes, manuals, training, etc., would greatly benefit speedy development, testing and implementation of the Enhanced CAMELSC approach to bank supervision and facilitate eventual shift to Risk Based Supervision.

(iii) Towards this end, the RFP is invited from interested parties with requisite capabilities for providing consultancy support to NABARD for the development, testing and implementation of the Enhanced CAMELSC approach to bank supervision.

(iv) This RFP is solely for the eligible consulting agencies (eligibility criteria as indicated at para 5.1 in Section 5 of this document).
SECTION – 4
Objective, Scope and Deliverables of the Work

4.1 Objective

To provide consultancy support to the Department of Supervision of NABARD for upgrading the current CAMELSC model to Enhanced CAMELSC model of Bank Supervision and to get equipped for moving over to Risk Based Supervision (RBS), based on the Report of the Working Group on RBS set up by NABARD.

4.2 Detailed Scope of Work / Terms of Reference

Keeping in view the objective, as mentioned above, the broad terms of reference / scope of work of the consultancy assignment will be as under:

i. **Mapping of data points:** To map the Enhanced CAMELSC data points from the existing database. To design format for collection of remaining Enhanced CAMELSC data points, including qualitative indicators that are not being captured in existing database, development of data definitions and data dictionary, and design of data validation rules for Enhanced CAMELSC data points facilitating SEs in furnishing of data.

ii. **Development of models:** To develop analytical models for Enhanced CAMELSC approach. Back Testing, Field Visits to assess impact of Enhanced CAMELSC on banks, interaction with banks for understanding and addressing their difficulties/ constraints through appropriate mitigating measures. Refinement of models based on Statistical analysis of findings of Back Testing and Field Visits.

iii. **Revision in Supervisory Rating:** Existing supervisory rating model to be revised based on the additional data points (both quantitative and qualitative) incorporated and formulation of corresponding supervisory stance.

iv. **Pilots:** Facilitate conduct of pilots in selected Supervised Entities (Regional Rural Banks, State Cooperative Banks and District Central Cooperative Banks) for adoption of Enhanced CAMELSC, continued handholding of officers of Department of Supervision, NABARD and officers of SEs, wherever necessary in the ‘Pilot’ and ‘Live’ phases.

v. **Supervisory modules:** Developing modules for analysis such as stress
testing for credit risk, market risk and liquidity risk, etc.

vi. **Development of Manuals, Guidance Notes:** Develop Inspection Manual for Supervisory Officers, revision/standardisation of Inspection reports and proforma, Guidance Notes with detailed standard operating procedures for inspecting officers of NABARD and SEs on Credit Risk, Market Risk, Earnings Risk, Liquidity Risk, Operational Risk, People Risk, Transaction Risk, Technology Risk, Internal Control Risk, Management Risk, Compliance Risk, etc. Development of Guidance Note on Software Solutions and Hardware requirements for rolling out RBS by NABARD.

vii. **Offsite monitoring:** Review and revision of offsite returns for ongoing assessment of the bank's risk profile.

viii. **Capacity building:** Preparation of Training Module for implementation of Enhanced CAMELSC and provide training module, training content and faculty support in conduct of 04 training programmes for banks selected for conduct of pilots (02 programme each for Supervisory Officers of NABARD and Officials of SEs). 06 Trainers Training Programmes, namely 02 for staff of NABARD, 02 for RRBs and 02 for RCBs. Depending on requirement, NABARD may utilise the faculty services of successful bidder to conduct more no. of capacity building programmes as indicated in 4.4 below.

ix. **Submission of Project Completion Report with road map for Migration to RBS.**

x. **Any other activity connected with and incidental to the above.**

The selected Bidder shall be required to provide consultancy support service based on the contents of this RFP. The selected Bidder shall be required to undertake to perform all such tasks, render requisite services as may be required for the successful completion of the entire assignment at no additional cost to NABARD.

**4.3 Deliverables and Timeline**
The broad scope of work as mentioned above will be delivered in a phased manner as indicated below:
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<th>Phases</th>
<th>Deliverables</th>
<th>Timeline</th>
</tr>
</thead>
</table>
| Phase-1 | 1. Mapping of Enhanced CAMELSC data points from the existing database  
2. Data definitions and design of data cross validation rules for Enhanced CAMELSC data points  
3. Design template for collection of remaining Enhanced CAMELSC data points, including qualitative indicators  
4. Statistical analysis for establishing weightage to the parameters based on the additional data points  
5. Assisting NABARD in handholding the SEs for furnishing the additional data points both quantitative and qualitative.  
6. Finalize thresholds and assignment of weights to each parameter based on results.  
8. Back Testing to be done in minimum 02 banks each from each of the 5 Supervisory Rating categories. The banks will be selected from each of the 3 categories of Supervised Entities viz. StCBs, DCCBs and RRBs (i.e. 30 banks minimum)  
9. Where necessary, field visits are to be undertaken to assess impact and to make necessary modifications in the model.  
10. Refinement of models based on Statistical analysis of findings of Back Testing and Field Visits | 03 months (March - May 2021) |
| Phase-2 | 1. Develop Stress testing tools for credit risk, market risk and liquidity risk  
2. Develop Manuals for Supervisory Officers and for Supervised Entities  
3. Develop Guidance Notes for inspecting officers of NABARD  
4. Revision/Standardisation of Inspection guidelines and proforma of Inspection Reports | 02 months (June- July 2021) |
<table>
<thead>
<tr>
<th>Phases</th>
<th>Deliverables</th>
<th>Timeline</th>
</tr>
</thead>
</table>
|          | 5. Review and analysis of offsite returns and assessment of the bank’s risk profile including but not limited to CAMELSC, Enhanced CAMELSC, peer analysis.  
6. Preparation of Training Module.  
7. Provide training content and faculty support in conduct of 02 training programmes for inspecting officials of NABARD and 02 training programmes for officials of Supervised Entities to be covered in the pilot phase  
8. Selection of SEs for pilots- 02 banks each from each of the 5 Supervisory Rating categories. The banks will be selected from each of the 3 categories of SEs (totalling minimum 30 banks) | 02 months  
(August-September 2021) |
| Phase-3  | 1. Conduct of pilots for adoption of Enhanced CAMELSC in at least 50% of the selected SEs (minimum 15 banks)  
2. Supporting NABARD in facilitating SEs involved in the pilot for submission of data  
3. Supporting officers of NABARD in conduct of pilot | |
| Phase-4  | 1. Conduct of pilots for adoption of Enhanced CAMELSC in the remaining 50% of the selected SEs (15 banks) inclusive of support to officers of NABARD in conduct of pilots  
2. Refinements in the Enhanced CAMELSC modules based on pilots  
3. Preparation of training module, training content and faculty support in conduct of 06 Trainers Training Programmes for faculty members of NABARD and SEs at NBSC and BIRD  
4. Assisting NABARD in handholding SEs in submission of data  
5. Handholding NABARD officers in conduct of inspection of a few banks (minimum 10 banks) under Enhanced CAMELSC approach | 08 months  
(October 2021 - May 2022) |
<table>
<thead>
<tr>
<th>Phases</th>
<th>Deliverables</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>Identification of issues/constraints faced by inspecting officers of NABARD and the SEs, initiate measures to address the issues</td>
<td></td>
</tr>
</tbody>
</table>
| Phase-5| 1. Live phase- Roll out of Enhanced CAMELSC approach of bank supervision  
2. Continued handholding/ capacity building of officers of Department of Supervision, NABARD in implementation of Enhanced CAMELSC approach of Bank Supervision  
3. Develop Guidance Notes on Software Solutions and Hardware requirements for rolling out RBS by NABARD  
4. Submission of ‘Project Completion Report’ with road map for Migration to Risk Based Supervision | 09 months (June 2022 to February 2023) |

As indicated above, the timeline for the project will be total **twenty-four months** from commencing of the work up to completion of the work.

Any extension of the project owing to change in scope of work would be paid on a pro rata basis of Serial No 1 and/or 4 of Annexure ‘D’ as per requirement, the period for which will be decided mutually.

4.4 **Additional programmes**

NABARD may conduct additional training programmes/workshops/seminars at the same cost for faculty as indicated in the Financial Bid in Annexure D. In case of such additional programmes/workshops/seminars, the cost of travel, stay arrangement shall be provided as per actuals.

4.5 **Periodic Review**

Periodic arrangements shall be made for review of progress by NABARD. Modification, if any, shall be carried out as mutually agreed upon.

4.6 **Resources**

Given the scope of the initiative and the target to accomplish it in twenty-four months, the selected Bidder is expected to deploy adequate manpower and other resources during various phases of the project. The strength and quality of the team will be specifically evaluated during the technical evaluation.
### SECTION 5
### SUBMISSION OF THE BID

#### 5.1 Who can submit the Bid?

The bid shall be submitted only by those eligible agencies fulfilling the qualifying criteria indicated below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Parameters</th>
<th>Documents to be submitted</th>
</tr>
</thead>
</table>
| 1       | The company should be registered in India and functioning in India for at least last 03 years | 1. Registration Certificate  
2. Certificate of the company functioning in India in last 03 years (Annexure C8) |
| 2       | The applicant firm should have prior experience in providing consultancy in the last 03 years towards Risk Based Supervision related assignments to Supervisors/Regulators in the Financial System in India or abroad. | Documentary evidence and details to be furnished in respect of at least one assignment related to RBS with Supervisor/Regulator |
| 3       | The firm should have adequate human resources to handle this type of project. The applicant firm should have adequate number of qualified and experienced personnel on its rolls and also should have the ability to allocate a dedicated team for this work. *Indicative qualifications are PG Degree or equivalent in Economics/Statistics/Banking/Finance, GARP-FRM/PRMIA-PRM/CFA/CA, etc.* | Details to be provided along with certificate of experience. |
| 4       | The Consultancy firm/agency would place a team with minimum 04 members in NABARD during the assignment period and the members of the team should have a minimum of 3 years prior experience in Risk Based Supervision and related areas. The team should have a designated team leader. | Details to be furnished in Annexure C3 and C4 |
| 5       | The Consultancy firm/agency should have turnover of above Rs.5 crore and should have been in profit in at least 02 out of last 03 years | Audited financial statements, Income Tax Returns, information as in Annexure C7 |
| 6       | Office of the agency - The consulting firm should have office in Mumbai | Proof of office address with Rental Agreement or ownership document. |
Applicants not fulfilling the eligibility criteria will be rejected.

5.2 Technical and Financial Bids
The bids (Technical and Financial) must be submitted at the same time giving full details within the time-period specified in this document.

5.3 Submission of the Bids
The Technical and Financial Bids shall be submitted as per the details given below:

5.3.1 The Technical Bid
This will include details of overall approach to the tasks/activities/consultancy services/support services listed in this RFP along with specific proposals on each of these tasks/activities/consultancy services/support services. Submission should clearly articulate the deliverables. Details about similar type of work undertaken, particularly for Indian and Foreign Regulator(s)/Supervisors, Indian Public Sector Banks and other banks should be highlighted along with the profile of the key persons who would be assigned to the project and reference letters from the banks/institutions for which earlier work was done. The Technical bid should include details about the team, its composition, and details of key executives proposed in various stages of the project.

The technical bid shall be organized and submitted as per the following sequence:

i. Table of Contents
ii. List of documents enclosed.
iii. Technical proposal standard forms- Annexure C1 to C8.
iv. All copies of certificates, documentary proofs etc.
v. Technical bid to be submitted through the e-tendering portal https://nabard.eproc.in.

Documents to be enclosed with the Technical Bid:

a) Letter of Proposal submission (Annexure C1)
b) Consultant’s organization profile and experience (Annexure C 2). References from clients / proof of the experience should be submitted along with Annexure C2
c) Key personnel proposed to be deployed for NABARD assignment (Annexure C 3).
d) Curriculum Vitae of Key Personnel (Annexure C4)
e) Approach, Methodology, Work Plan and appreciation of the concept (Annexure C5)
f) Declaration / affidavit by the bidding firms (Annexure C6).
g) Revenue and Profit figures of the firm (Annexure C7)
h) Certificate of functioning (Annexure C8)

Technical bid should have no financial information. Inclusion of any financial information in the technical bid will result in rejection of the bid.
5.3.2 The Financial Bid

The Financial Bid may be submitted in Annexure D of this document through the e-tendering portal https://nabard.eproc.in. This will contain the financial quote covering the total fees for the assignment. Consultants will bid an overall amount for the entire project duration of twenty-four months. Features of the Financial Bid shall include the following:

i. The financial quote should be in Indian rupees and it should include all expenses proposed other than taxes.

ii. GST will be paid as per actuals (against necessary documentary proof).

iii. Financial Bids containing any conditional offers will be rejected.

iv. Bids with variability other than on account of statutory levies, taxes, etc., will be rejected.

v. Financial Bids should be inclusive of professional fees, field visit expenses and all costs to be incurred by the consultant.

vi. In case of discrepancy between price in words and figures, the one in words will be taken as final.

vii. Any over writing, erasure, etc., have to be authenticated by the authorized person.

5.4 Submission to NABARD

i. The bid documents should be submitted through the e-tendering portal: https://nabard.eproc.in

ii. The proposal should be furnished in English in MS Word/Excel format. The contact details of the Bidder should also be clearly indicated.

iii. All correspondence will be in English. The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall initial in all pages of the Bids. Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids. NABARD reserves the right to reject the Bids not conforming to the above.

iv. The Bidders should necessarily submit the information as per the prescribed formats given in the RFP while submitting both Technical and Financial Bids. Any deviation in this regard entails the Bidder for disqualification.

v. Bidders should provide their e-mail ID in their queries without fail since correspondence with bidders will be done by e-mail only.
SECTION 6
SELECTION AND EVALUATION OF THE BID

6.1 Opening of the Bids

Technical Bids will be opened in front of the departmental committee constituted for this purpose in the presence of not more than two representatives of each bidder 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. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him/her to represent and attend the bid opening on behalf of the bidder. The format of the authorization letter is given in Annexure-E.

6.2 Process of Evaluation of Bids

i. NABARD will constitute a Technical Evaluation and Selection Committee (TESC) for evaluation of the bids and to decide on selection of the agency. The decision of TESC shall be final and the bidder shall have no right to challenge the decision of NABARD.

ii. NABARD shall intimate a date and time for the eligible bidders to make a presentation of their bid before the TESC covering the following points:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Topic</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Understanding of CAMELSC and Enhanced CAMELSC</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Understanding of ToR of the RFP</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Methodology and Approach</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Work plan and Activity Schedule</td>
<td></td>
</tr>
</tbody>
</table>

iii. The TESC will evaluate the technical bid on the basis of the presentation and response as indicated in Section 5 of this document, and by applying evaluation criteria specified (methodology and particulars for submission of bid including documents to be submitted).

iv. In the first stage of technical evaluation, a proposal would be rejected, if it is found deficient as per the requirement indicated in section 5 of this document (submission criteria and documents, etc. as indicated in para 5.3.1).

v. The Technical Bid shall be evaluated first and at this stage, the financial bid will remain unopened. The Evaluation criteria for Technical bid is as defined in para 6.3. The financial bids of only those bidders who are
shortlisted in Technical Evaluation shall be eligible for Financial Evaluation. The financial bids of the shortlisted bidders based on Technical Evaluation shall be opened in the presence of not more than two representatives from the shortlisted bidders and the shortlisted bidders will be intimated about the date of opening of the financial bids.

6.3 Evaluation criteria for Technical Bid

i. The evaluation of Technical Bid will be completed on a maximum of 100 marks as indicated below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Max. Marks</th>
<th>Min. marks required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Past Experience of the Agency in Risk Based Supervision/ Risk Based Internal Audit in Banks in terms of specifications in the ToR, in the past 03 years</td>
<td>20</td>
<td>12</td>
</tr>
<tr>
<td>A</td>
<td>Experience of assignments on Risk Based Supervision of Banks with RBI and/or Central Bank of other country or assignments directly related to Risk Based Supervision in Banks and Financial Institutions.</td>
<td>12</td>
<td>7</td>
</tr>
<tr>
<td>B</td>
<td>Experience of work related to Risk Based Internal Audit in Banks</td>
<td>8</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Experience of Key Personnel in RBS/RBIA</td>
<td>30</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>Average of scores for the 4 members of the team (including the team leader) committed for the assignment and dedicated on location during the assignment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience of assignments on Risk Based Supervision of Banks with RBI and/or Central Bank of other country or assignments directly related to Risk Based Supervision in Banks and Financial Institutions.</td>
<td>18</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>Experience of work related to Risk Based Internal Audit in Banks</td>
<td>12</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>Methodology and Work Plan</td>
<td>40</td>
<td>24</td>
</tr>
<tr>
<td>A</td>
<td>Clarity in Understanding of ToR</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td>B</td>
<td>Clarity in Methodology and Approach</td>
<td>20</td>
<td>12</td>
</tr>
<tr>
<td>C</td>
<td>Work Plan and activity schedule</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>Financials of the Agency in India</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>100</td>
<td>60</td>
</tr>
</tbody>
</table>

Full marks will be awarded in Technical Evaluation only on submission of documentary proof in respect of assignments completed and experience of key personnel.
ii. NABARD may add any other relevant criteria for evaluating the proposals received in response to this RFP at its sole discretion and seek more information from the Respondents in order to normalize the Bids.

iii. The TESC, will evaluate the bidders based on the eligibility criteria as indicated in Section 5 (para 5.1). The eligible bidders may be invited for a Presentation on “Methodology, Work Plan and Appreciation of the Concept” before the TESC. Only those bidders scoring minimum 60% in Technical Evaluation as per criteria in para 6.3 (i) will be eligible for being considered for financial evaluation.

6.4 Evaluation of the Financial Bid

The financial bids of only those consultants who are shortlisted by TESC based on Technical Evaluation will be opened. The proposal with the lowest cost bid will be given a financial score of 100. All other proposals will be given relative financial scores that are inversely proportional to their costs as compared to the lowest cost bid as per the formula “Relative Financial Score (RFS) = (Lowest Financial Bid/Financial Bid)*100”

6.5 Selection of the Consultant

a) The proposed assignment, being highly technical in nature, the technical score will have a higher weightage in deciding the final selection of the Consultant.

b) A combined Techno- Financial combined Score ‘S’ will be arrived at by applying weightages as per the following:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Technical Evaluation</td>
<td>70%</td>
</tr>
<tr>
<td>2</td>
<td>Financial Bid</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Relative score will be calculated for arriving at the final score.

i. For working out the combined weighted score “S’ the following formula will be used:

\[
\text{Combined Weighted Score (S)} = \text{RTS}(70/100) + \text{RFS}(30/100),
\]

where

\[
\text{RTS} = \text{Relative Technical Score} = (\text{T Score} / \text{T High}) * 100
\]

\[
\text{RFS} = \text{Relative Financial Score} = (\text{Lowest Financial Bid} / \text{Financial Bid}) * 100
\]

T Score stands for Technical score as at para 6.3

T High stands for highest technical score among the bids submitted.

ii. The consultants will be ranked based on the above combined weighted score “S”. The Bidder with the highest combined score (H-1) will be declared successful and shall be recommended for award of the contract. After the identification of the successful Bidder, NABARD will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

iii. In case of a tie between two or more Bidders in Combined Weighted Score “S”, contract will be awarded based on the relative T Score between the tied bidders. In case of a tie in technical bid also, the marks scored in Past Experience of Agency and Experience of Key Personnel (Sl. No 1 & 2 of para 6.3 i) will be considered for selection of the agency.

6.6 Process framework

Selection of a successful Consultant will involve an eight (8) stage approach. The approach follows the Central Vigilance Commission (CVC) guidelines and is indicated below:

<table>
<thead>
<tr>
<th>Step 1</th>
<th>Issue of RFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 2</td>
<td>Pre-Bid Meeting</td>
</tr>
<tr>
<td>Step 3</td>
<td>Receipt of Bids: Technical Bid and Financial Bid</td>
</tr>
<tr>
<td>Step 4</td>
<td>Opening of Technical bid</td>
</tr>
<tr>
<td>Step 5</td>
<td>Presentation by eligible bidders</td>
</tr>
<tr>
<td>Step 6</td>
<td>Evaluation of Technical Bids, Declaration of winner of Technical Bid</td>
</tr>
<tr>
<td>Step 7</td>
<td>Opening of Financial Bid</td>
</tr>
<tr>
<td>Step 8</td>
<td>Award of Contract</td>
</tr>
</tbody>
</table>

6.7 Schedule of Activities

The selected Bidder shall prepare a Schedule of Activities and Action Plan in consultation with NABARD before execution of the Agreement.

6.8 Term of Assignment

The selected Bidder under this RFP will be engaged for a period of twenty-four months as mentioned in the above scope.

6.9 Execution of PA/NDA

The selected Bidder will be required to execute (a) Principal Agreement (PA), which must include all the services and terms and conditions of the services to
be extended as detailed herein and as may be prescribed or recommended by NABARD and (b) Non-disclosure Agreement (NDA) in the format specified in Annexure-F. The selected Bidder will be required to execute the PA and NDA within 15 days from the date of notification in the website about the final selection of the Bidder, on completion of the required processes as outlined in the RFP. A specimen of contract proposed to be executed with the successful bidder is given in Annexure- G. Annexure-F and Annexure- G may be modified if deemed fit by NABARD.

6.10 Work Space / Staff Members required for carrying out Activities

The key persons identified by the selected Bidder for the project should carry out their activities from NABARD’s Head Office, Bandra-Kurla Complex, Mumbai or from any other suitable location as provided or approved by NABARD in Mumbai. NABARD will assign officer(s) for coordination with the project team.

6.11 Substitution of the Project Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Bidder can do so only with the prior written concurrence of NABARD and by providing the replacement staff of the same level of qualifications and competence. If NABARD is not satisfied with the substitution, it reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by NABARD to the Bidder during the course of the assignment pursuant to this RFP, besides claiming an amount equal to the contract value as liquidated damages. However, NABARD reserves the unconditional right to insist the selected Bidder to replace any team member(s) with another/others (with the requisite qualifications and competence as required by NABARD) during the course of assignment pursuant to this RFP.

6.12 Support from NABARD

RBS Cell in the Department of Supervision, NABARD, Mumbai will coordinate with the project team for making the logistical arrangements. Seating arrangement with access to internet and limited office infrastructure will be made available to effectively execute the work.

6.13 Professionalism

The selected Bidder should provide professional, objective and impartial advice at all times and hold NABARD’s interest paramount and should observe the
highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

### 6.14 Adherence to Standards

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. NABARD reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder. NABARD reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar projects.

### 6.15 Project implementation: monitoring arrangement

a) Periodic review of progress  
b) Coordination Committee between NABARD and successful bidder  
c) Need based presentation(s) before CGM, DoS, Top Management, Board of Supervision, Board of Directors, etc.  
d) Quarterly progress report vis-à-vis Timelines and deliverables
SECTION 7
TERMS AND SCHEDULE OF PAYMENT

7.1 Payment Terms

NABARD will release the payment of the agreed Consultancy Fees to the Successful Bidder after deduction of applicable taxes at source. The payments will be scheduled in stages on completion of the various major activities and attainment of outcome to the satisfaction of NABARD as indicated in the table below. The payment for respective phases shall be made to the agency on submission of work completion certificate and its acceptance by NABARD. **No advance payments will be made.** All payments shall be made electronically in Indian Rupees.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Outcome</th>
<th>Amount Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase-1</strong></td>
<td>All the deliverables (i.e. serial no 1-10) indicated under Phase I of para 4.3</td>
<td>20% of Sl. No 1 in Annexure D</td>
</tr>
<tr>
<td><strong>Phase-2</strong></td>
<td>All the deliverables (i.e. serial no 1-5 and 8) indicated under Phase 2 of para 4.3</td>
<td>20% of Sl. No 1 in Annexure D</td>
</tr>
<tr>
<td></td>
<td>All the deliverables indicated in serial no 6 and 7 under Phase 2 of para 4.3</td>
<td>Sl. No 2 of Annexure D on pro rata basis</td>
</tr>
<tr>
<td><strong>Phase-3</strong></td>
<td>All the deliverables (i.e. serial no 1-3) indicated under Phase 3 of para 4.3</td>
<td>20% of Sl. No 1 in Annexure D</td>
</tr>
<tr>
<td><strong>Phase-4</strong></td>
<td>All the deliverables (i.e. serial no 1,2,4, 5 and 6) indicated under Phase 4 of para 4.3</td>
<td>20% of Sl. No 1 in Annexure D</td>
</tr>
<tr>
<td></td>
<td>Deliverables indicated in serial no 3 under Phase 4 of para 4.3</td>
<td>Sl. No 3 of Annexure D on pro rata basis</td>
</tr>
<tr>
<td><strong>Phase-5</strong></td>
<td>Completion of all the deliverables of Phase 1 to Phase 4</td>
<td>20% of Sl. No 1 in Annexure D</td>
</tr>
<tr>
<td></td>
<td>All the deliverables (i.e. serial no 1-4) indicated under Phase 5 of para 4.3</td>
<td>100% of Sl. No 4 in Annexure D</td>
</tr>
</tbody>
</table>

7.2 Non-Payment of Professional Fees/ contract amount

If any of the items/activities corresponding to the Schedule of Activities / Action Plan are not taken up during the course of this assignment, NABARD will pay only the proportionate amount of the professional fees/ contract amount quoted by the selected Bidder in the Financial Bid.
7.3 Charge Terms

By submitting the Bid for consultancy, the Bidder will be deemed to have accepted all the terms and conditions mentioned in the RFP document. The rates quoted by the Bidder/consultant shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Bidder/consultant should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount excluding GST, which shall include agreed professional fee/contract amount with taxes, royalties and all details of other facilities and services necessary for proper completion of the assignment, for completion of the assignment. The TDS amount on prevailing rate and work contract tax, etc., shall be deducted from consultants running account/final bills as per applicable tax laws. Necessary certificates shall be issued to the consultants by NABARD. GST will be paid as per actuals on furnishing necessary documentary proof.
ANNEXURE A
CONFIDENTIALITY UNDERTAKING
(On the Company’s letter head)

Ref No: ______________________ Date:--/--/2021

The Chief General Manager
National Bank for Agriculture and Rural
Development
Department of Supervision (DOS),
4th Floor, ‘A’ Wing
C-24, ‘G’ Block,
Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.

Dear Sir,

Subject: Confidentiality Undertaking

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for ‘engagement of consultants to provide consultancy services for migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk Based Supervision’, we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase “Confidential Information” shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to NABARD and its business that is provided to us pursuant to this Undertaking.

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.

2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.

3. We shall not disclose any Confidential Information to any other person or
firm, other than the following:

- To our partners / directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for ‘engagement of consultants to provide consultancy services for migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk Based Supervision.’
- With your prior written consent, such consent not to be unreasonably withheld
- To the extent that such disclosure is required by law
- To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply and
- To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

4. We shall not disclose or divulge any of the Confidential Information to any other client of_____________________(name of the Consultant)

5. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.

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

Yours Sincerely

Signature and Stamp of Company
Authorized Signatory

Designation :

Date :
Annexure-B

Pre-Contract Integrity Pact (in Rs.100/- stamp paper)

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Engagement of Consultant for migrating to Enhanced CAMELSC approach in Bank Supervision as prelude to adoption of Risk Based Supervision. The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

**Section 4 – Compensation for Damages**

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

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

**Section 5 – Previous transgression**

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

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

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

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

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

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.
Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

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

Section 8 – Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by 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 Head Office is:

Shri P K Sangewan, IRSS (Retd.),
H No.12-5-65/1, Flat No.109,
Shri Harsha Sethuram Unique,
Vijaypuri Colony, South Lalaguda,
Secunderabad, Telangana 500017

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

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

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non-disclosure of Confidential Information and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under 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 Principal, i.e. Mumbai.
(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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

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

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

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

______________________________  ________________________________
(For & On behalf of the Principal)       (For & on behalf of the Bidder/Contractor)
(Office Seal)            (Office Seal)

Place _________________
Date _________________

Witness 1:
(Name & Address) ______________________________
____________________________
____________________________

Witness 2:
(Name & Address) ______________________________
____________________________
____________________________
ANNEXURE C-1

TECHNICAL PROPOSAL FORM
Letter of Proposal Submission
(To be included in Technical Bid Envelope)

To

The Chief General Manager
Department of Supervision (DOS)
National Bank for Agriculture and Rural Development
4th Floor, ‘A’ Wing
Plot No. C-24, G-Block
P.B. No. 8121, Bandra-Kurla Complex
Bandra (East)
Mumbai – 400051

Dear Sir,

Subject: RFP for ‘engagement of consultants to provide consultancy services for migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk Based Supervision’.

Project Reference No:

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer to provide services in conformity with the said RFP for the sum mentioned in the Financial Bid or such other sums as may be ascertained in accordance with the schedule of prices attached and made part of this Bid.

1. If our Bid is accepted, we agree and undertake to deliver the goods/provide services in accordance with the project schedule
2. We agree to abide by this bid, during validity of the bid, may be accepted at any time before the expiration of that contract.

We further confirm that,
1. Our offer is valid for a period of 180 days from the last date (revised last date if such date is extended by NABARD) for submission of bid. We are aware that NABARD may extend the validity of the bid for a further period.
2. Until a formal contract is finalized and executed, this Bid Document, together with relevant documents as amended, modified, supplemented, revised, modified by addendum etc., if any, at the sole discretion of NABARD duly initiated/executed shall constitute a binding Contract between us.
3. We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and similar laws and guidelines and also strictly abide by and observe all applicable laws.

4. We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

Dated this ......................... Day of ..........................2021.

Signature
Name of the signatory
Designation
Company Seal.
CONSULTANT’S ORGANISATION PROFILE AND EXPERIENCE

1. Consultant’s Organization:

[Please provide a brief description of the background and organization of your firm / entity. The brief description should include ownership details, date and place of incorporation of the firm and Year of commencing operations in India, objectives of the firm, Corporate Office Address (in India), Local Office Address, if any (in Mumbai), Website, Principal Contact (Name, Address, Tel No. (incl. mobile no.), fax, email), Legal status of the Consulting agency (attach copies of original document defining legal status), etc. Information on the firm's core business, years in business, technical and managerial capabilities should also be included here].

2. Consultant’s Experience:

DETAILS OF CURRENT / COMPLETED PROJECTS DURING THE LAST THREE YEARS (Please list assignments related to Risk Based Supervision of Banks, Risk Based Internal Audit in Banks in India and abroad)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name and address of the client including email ID</th>
<th>Nature of the project</th>
<th>Key deliverables of the project</th>
<th>Duration of the Project</th>
<th>Roles and Responsibilities</th>
<th>Year of completion of project</th>
<th>Value/cost of project (Rs. Lakh)</th>
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</table>

Note: The applicants are required to provide proof of award of work.

Date:

Signature of the Consultant / Authorised representative.

Enclosures:
ANNEXURE – C 3

KEY PERSONNEL PROPOSED TO BE DEPLOYED FOR PROVIDING CONSULTANCY SERVICES TO NABARD FOR MIGRATING TO ENHANCED CAMELSC APPROACH IN BANK SUPERVISION AS A PRELUDE TO ADOPTION OF RISK BASED SUPERVISION

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of proposed personnel</th>
<th>Age</th>
<th>Designation</th>
<th>Educational and Technical Qualification</th>
<th>Total Years of relevant experience</th>
<th>Details in Annexure 4</th>
</tr>
</thead>
<tbody>
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Note: A summary of the qualification, CV and work experience of each key staff to be attached as per form in Annexure C-4. Supporting documents to be attached to each Annexure C-4.

Date:

Signature of the Consultant or Authorised representative

Enclosures:
## Annexure ‘C – 4’

### Curriculum Vitae OF KEY PERSONNEL

<table>
<thead>
<tr>
<th></th>
<th>Name of the Personnel</th>
<th>Mr/Ms</th>
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</thead>
<tbody>
<tr>
<td>2</td>
<td>Date of Birth</td>
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</tr>
<tr>
<td>3</td>
<td>Nationality</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Years with the firm</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Qualifications (Technical and General)</th>
<th>University/College</th>
<th>Degree obtained</th>
<th>Year</th>
<th>% marks/grade</th>
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</tbody>
</table>

|   | Membership in professional bodies     |                     |                |      |               |
|   |                                       |                     |                |      |               |

|   | Experience and Training (Relevant to the context of assignment) |                     |                |      |               |
|   |                                                                 |                     |                |      |               |

<table>
<thead>
<tr>
<th></th>
<th>Employment Record</th>
<th>Position Held</th>
<th>Role</th>
<th>Years of Employment</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

|   | Work undertaken in the past that best illustrates capability to handle the tasks assigned |                     |                |      |               |
|---|-----------------------------------------------------------------------------------------|---------------------|------|---------------|
| a | Employer:                                                                              |                     |      |               |
| b | Positions held:                                                                        |                     |      |               |
| c | Name of Assignment / job or Project:                                                    |                     |      |               |
| d | Year:                                                                                 |                     |      |               |
| e | Location:                                                                             |                     |      |               |
| f | Main Project Features:                                                                  |                     |      |               |
| g | Activities performed: (Give in detail the assignments handled)                        |                     |      |               |
| h | Duration of Engagement:                                                                |                     |      |               |

Note: Repeat 9 (a to h) for each task/ assignment handled

Date:

Signature of the Consultant or Authorised representative

Enclosures:
ANNEXURE – C 5

APPROACH, METHODOLOGY, WORK PLAN AND APPRECIATION OF THE CONCEPT

The consultant should submit the Approach, Methodology, Work Plan and Appreciation of the Concept in one comprehensive document. The submission should highlight consultant’s understanding of the work involved in the assignment, deployment of resources and milestones.

Document format:

1. Background for the consultancy
2. Problems and challenges to be addressed
3. Consultant’s Primary Hypothesis for the solutions proposed
4. Approach and Methodology to be adopted for the solution
5. Work Plan
6. Milestones indicating deliverables and timelines
7. Team Structure (covering dedicated team in NABARD, Expert inputs and Monitoring plan from Corporate Office)
8. Ideas and Suggestions on institutionalisation of change
9. Reporting, Review and Monitoring
ANNEXURE – C 6

FORM OF AFFIDAVIT / DECLARATION

[TO BE SUBMITTED IN FIRM'S / COMPANY'S LETTER HEAD ONLY]

We, M/s____________________________________, are one of the BIDDERS for providing consultancy services to NABARD for ‘engagement of consultants to provide consultancy services for migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk Based Supervision’.

We, hereby declare that our Firm/Company neither have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

We further declare that in case NABARD finds our averments are not true and incorrect, it can initiate necessary action against us, as deemed fit.

AUTHORISED SIGNATORY
(Name, Designation and Seal)
ANNEXURE - C7

REVENUE AND PROFIT FIGURES OF THE FIRM

(Please provide the figures in Indian Rupees in lakh)

**Table 1: Revenue from consultancy activities in India**

(Amount in Rs. lakh)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Financial Year</th>
<th>Total Revenues</th>
<th>Revenue from Consultancy Services in India</th>
<th>Profit After Taxes</th>
<th>Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2017-18</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2018-19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2019-20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Table 2: Revenue from Global consultancy activities**

(Amount in Rs. lakh)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Financial Year</th>
<th>Total Revenues</th>
<th>Revenue from Consultancy Services</th>
<th>Profit After Taxes</th>
<th>Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2017-18</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2018-19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2019-20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

a. Please attach certified copies of audited revenue accounts showing income from consultancy and balance sheets for the last 3 financial years.

b. Documents should reflect the financial position of the bidder.

c. Historic financial statements submitted must have been audited by an Indian Chartered Accountant.

d. Historic financial statements must correspond to the accounting periods already completed and audited.

Date: __________________________

Signature of the Consultant / Authorised representative
FORM OF DECLARATION

[TO BE SUBMITTED IN FIRM'S / COMPANY'S LETTER HEAD ONLY]

We, M/s____________________________________, are one of the BIDDERS for providing consultancy services to NABARD for ‘engagement of consultants to provide consultancy services for migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk Based Supervision’.

We, hereby declare that our Firm/Company, M/s____________________________________, is having registered office at ________ and we are functioning in India for last____years.

AUTHORISED SIGNATORY
(Name, Designation and Seal)
ANNEXURE - D

FINANCIAL BID FOR ENGAGEMENT OF CONSULTANTS TO PROVIDE CONSULTANCY SERVICES FOR MIGRATING TO ENHANCED CAMELSC APPROACH IN BANK SUPERVISION AS A PRELUDE TO ADOPTION OF RISK BASED SUPERVISION

The Chief General Manager
Department of Supervision (DOS)
National Bank for Agriculture and Rural Development
4th Floor, ‘A’ Wing
C-24, G-Block
P.B. No. 8121, Bandra-Kurla Complex
Bandra (East)
Mumbai – 400 051

Dear Sir,

Subject: RFP for ‘engagement of consultants to provide consultancy services for migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk Based Supervision’ – FINANCIAL BID

We give below our consolidated rate for the services to be rendered by us as per the scope of consultancy given in the tender form:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Items</th>
<th>Amount excluding GST (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of Consultancy for Enhanced CAMELSC Model: Development, Testing, Refinement and Finalisation (Phase 1 to 4 of para 4.3)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Faculty cost of 05 day Training Programmes (04 programmes) which will be conducted in NBSC, Lucknow/ BIRD, Lucknow *</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Faculty cost per day : Rs.____/-</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Faculty cost of 05 day Trainers Training Programmes (06 programmes) which will be conducted in NBSC, Lucknow/ BIRD, Lucknow *</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Faculty cost per day : Rs.____/-</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Cost of handholding for implementation of Enhanced CAMELSC model and preparation of roadmap for RBS (Phase 5 of para 4.3)</td>
<td></td>
</tr>
</tbody>
</table>

* Travel Cost to be borne by the bidder

AUTHERISED SIGNATORY
(Name, Designation and Seal)
ANNEXURE - E

LETTER OF AUTHORISATION TO BID
(LETTER TO NABARD ON THE COMPANY’S / FIRM’S LETTER HEAD)

Ref No: ___________________________ Date: --/--/2021

To
The Chief General Manager
Department of Supervision (DOS)
National Bank for Agriculture and Rural Development
4th Floor, ‘A’ Wing
Plot No. C-24, G-Block
P.B. No. 8121, Bandra-Kurla Complex
Bandra (East)
Mumbai – 400051

Dear Sir,

Subject: Authorization Letter for attending opening of bid documents

This has reference to your above RFP for “engagement of consultants to provide consultancy services for migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk Based Supervision” Ref. No. NB.DOS/ /DOS- __/2020-21 with twenty-four months Contract Period. Mr/Mrs/Miss---------- is hereby authorised to submit the bid documents, in sealed format and to participate in tender and to sign the contract on behalf of our organization required by NABARD as called for vide NABARD’s Request For Proposal vide RFP dated __ January 2021.

We confirm that all the prices quoted in tender by him/her 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. The Identity Proof (PAN, Aadhar) of the person authorizing as well as the authorized person is enclosed.

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

The specimen signature is attested below:

______________________________
Specimen Signature of Representative

________________________________

Signature of Authorizing Authority

________________________________

Name of Authorizing Authority

________________________________

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

Note:

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

Enclosure:
ANNEXURE-F

Non-Disclosure Agreement Form

This Non-Disclosure Agreement made and entered into at .................. this.......day of ................. 2021.

BY AND BETWEEN

........................................... Company Limited, a company incorporated under the Companies Act 1956 or Companies Act 2013 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., The 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.

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

2. Receiving Party means who receives the confidential information.

3. Disclosing Party means who discloses the confidential information.

WHEREAS:

1. NABARD is engaged in banking business and floated a Request for Proposal to appoint Consultant for “engagement of consultants to provide consultancy services for migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk Based Supervision”, the scope of which is specified in RFP No. NB.DOS./J-2/2020-21 dated ___ February 2021 and whereas ___________________________________________________________________________ (Name of Consultant) 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 Consultant some Confidential Information (as hereinafter defined), to enable the Consultant to carry out the aforesaid exercise (hereinafter referred to as "the Purpose").
2. The Consultant is aware and confirms that the information, data and other documents made available in the Agreement/Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.

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

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

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".

   ii. “Confidential Information” also includes, without limitation, any 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.

   iii. 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

iv. “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.

v. 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.

vi. 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.

vii. 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 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. The Consultant shall not disclose to third party 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. Notwithstanding anything to the contrary contained herein, the Agreement shall be valid for a period of three years and the obligations of this clause shall survive the expiration, cancellation or termination of this Agreement for a period of three years.

2. Non-disclosure:

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

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

a) Information regarding ‘NABARD’ and any of its Affiliates, customers and their accounts (“Customer Information”). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity, or

b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right, or

c) Business processes and procedures, or

d) Current and future business plans, or

e) Personnel information, or

f) Financial information

g) Capital adequacy computation workings.
3. Publications:

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

4. Term:

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Consultant hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed by 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 for a period of three years from expiry. The Consultant agrees and undertake to treat Confidential Information as confidential for a period of three years from the expiry, cancellation or termination of the date of the Contract/Agreement.

5. Title and Proprietary Rights:

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

6. Return of Confidential Information

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

7. Remedies:

7.1. The Consultant acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Consultant will result in irreparable damage to NABARD for which monetary compensation may not be
adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, NABARD shall be entitled, in addition to other remedies for damages & relief (as listed below but not exhaustive) as may be available to it, to an injunction or equitable or similar relief prohibiting the Consultant, 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):

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

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

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

7.4. 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 Consultant to NABARD shall be the property of NABARD and shall not be considered as confidential information to NABARD. However, such service / solutions or other deliverables shall be considered as confidential information by the Consultant and shall not disclose such details to any third parties without having the express written permission of NABARD.

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

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

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

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
9.9 All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.

10. Suggestions and Feedback

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

11. Governing Law:

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

12. General:

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

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

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

| Name : |  |
| Designation : |  |
| Place : |  |
| Signature |  |

For and on behalf of _____________ Ltd.

<p>| Name : |  |
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ANNEXURE-G
Specimen Principal Agreement

THIS AGREEMENT (the Agreement) made at.....................on the........day of
............................... 2021.

BETWEEN
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, and having its Head Office at C-24, “G” Block,
Bandra-Kurla Complex, Bandra (East), Mumbai- 400051 (hereinafter called
“NABARD” which expression shall unless it be repugnant to the subject, context or
meaning thereof shall be deemed to mean and include its successors and assigns)
of the ONE PART

AND

............... (Name of successful Consultant) of ...................... (Please specify the
registered office of the (Consultant) (hereinafter called “Consultant” which
expression shall unless it be repugnant to the subject, context or meaning thereof
shall be deemed to mean and include its successors) of the OTHER PART.
The NABARD and Consultant are hereinafter collectively referred to as "Parties".

WHEREAS the NABARD invited bids for certain Services namely “engagement
of consultants to provide consultancy services for migrating to
Enhanced CAMELSC approach in Bank Supervision as a prelude to
adoption of Risk Based Supervision”

AND WHEREAS the NABARD has accepted the bid as quoted by the Consultant
for rendering of the Services more particularly described herein below for a sum
of .......................(Contract Price in Words and Figures) (hereinafter called “the
Contract Price”).

AND WHEREAS in consideration of the payments to be made by NABARD to the
Consultant as hereinabove mentioned, the Consultant hereby agrees with the
NABARD to provide or render the Services, to furnish necessary undertakings, etc.
as mentioned in the RFP documents, this Agreement (hereinafter collectively referred to as “the said documents”) strictly in conformity in all respects with the provisions of the said documents.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. The RFP Document titled ‘engagement of consultants to provide consultancy services for migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk Based Supervision’ shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes:
   a. Scope of Work
   b. Objective of RFP document
   c. Functional and Technical requirements
   d. Payment terms
   e. Submission of bids

   (All the above are collectively referred to as "the said documents")

2. The NABARD hereby agrees and covenants to pay the Consultant in consideration of the rendering of the Services and the remedying of defects, if any therein, etc., the contract price as may become payable under the provisions of the said documents at the times and in the manner prescribed by the said documents.

3. The Consultant shall provide the services and documents and records as per the scope of the service / work as contained in the said documents.

4. The contract shall commence from ....................... and shall continue till ...................... (for a period of ...... years) unless it is curtailed or terminated as per clause 22 of this agreement.

5. The contract may be extended for further period/s after the expiry of the initial period of ........ year or, as such the extended period as the parties mutually decide.

6. NABARD shall pay to the Consultant the fee on such terms and schedule as mentioned in Part 7 of the RFP.

7. The Contract price quoted by the Consultant in Bid is final and inclusive of all duties, GST, levies, other taxes, traveling expenses, lodging /boarding, local conveyance or any other expenses of whatsoever nature for the said service.
NABARD shall pay the Consultant the said fee/amount or such sum as shall become payable at the times and in the manner specified above.

8. All applicable taxes shall be deducted by NABARD at source according to the tax rate prevalent at the time of making payment.

9. The Scope of work and other terms and conditions as enumerated in RFP is part and parcel of this agreement and binding on the parties. The Consultant shall ensure that all items of work specified in the scope of work is attended to.

10. The Consultant shall afford every reasonable facility for execution of the said work.

11. Time shall be considered as the essence of this contract, and the Consultant hereby agrees to complete the entire work within the time period prescribed in the RFP reckoned from the date of issue of engagement order.

12. The Consultant shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against NABARD. The Consultant shall not claim any benefit/compensation/absorption/regularization of services under the provisions of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or under any other law applicable from time to time.

13. NABARD shall not be responsible for any damages, losses. Claims, financial or other injury to Consultant in the course of their performing the functions/works, or for payment towards any compensation.

14. In case any of documents furnished by the Consultant is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.

15. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

16. The Consultant shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.

17. This Agreement, RFP along with annexure constitute the entire agreement between NABARD & Consultant and supersedes all other written documents or written or oral agreements with respect thereto made by the Parties hereto. This Agreement can only be changed in writing, signed by duly authorized representatives of both Parties.
18. In the event of conflict between the provisions of this agreement and RFP, the spirit of RFP will prevail to the extent of such conflict and take precedence.

19. In order to induce NABARD to enter into the Contract/Agreement, the Consultant hereby make following representations:

a. It is duly organized and validly existing organization under Indian Laws.

b. It has power and authority to execute and deliver this Agreement/Contract and has taken all necessary steps to authorize execution, delivery and performance of this Agreement/Contract.

c. It has power and authority to do all things necessary and appropriate and to perform Services contemplated under this Agreement/Contract.

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

e. Has made or shall make all necessary arrangement for performance of the services. In case of failure on the part of Consultant to provide any part of services as mentioned, NABARD has a right not to pay for such particular part of services.

f. That the Consultant is a company/partnership firm which has the requisite qualifications, skills, experience and expertise to give service to third parties.

g. That Consultant possesses the technical know-how, the financial wherewithal, the power and the authority to enter into the Contract/Agreement.

h. That the Consultant is not involved in any litigation, potential, threatened and existing, that may have an impact of affecting or
compromising the performance of Service under the Contract/Agreement. No inquiries or investigations have been threatened, commenced or pending against the Consultant or its team members by any statutory or regulatory or investigative agencies.

i. That the representations made by the Consultant in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract/Agreement and the Bid Documents and unless NABARD specifies to the contrary, the Consultant shall be bound by all the terms of the bid.

j. That the Consultant has the professional skills, personnel and resources/authorizations that are necessary for giving the Service or to perform its obligations under the bid.

k. That the execution of the Service herein, is and shall be in accordance and in compliance with all applicable laws.

l. That all conditions precedent under the Contract/Agreement/bid document have been complied.

m. That the Consultant certifies that all registrations, recordings, filings and notarizations of the Contract/Agreement and all payments of any tax or duty, registration charges or similar amounts which are required to be effected or made by the Consultant which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract/Agreement have been made.

n. That the Consultant confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of NABARD, which may directly or indirectly have a bearing on the Contract/Agreement.

20. **Indemnity**

i. The Consultant shall declare and certify that they are the rightful owners/licensees of the said solution offered for sale to NABARD and that the sale of the said solution to NABARD by the Consultant and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of
any other person and that the same does not infringe the Copyright Act, 1957 or any other Act for the time being in force.

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

iii. The Consultant also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of Consultant and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Consultant, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

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

v. The Consultant shall further indemnify NABARD against any loss or damage to NABARD's premises or property, data, loss of life due to the acts of the Consultant’s employees or representatives.

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

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

viii. Any indemnity except that arises from Intellectual Property Rights shall be limited to the extent of 20% of the cost of the assignment.

21. CONFIDENTIAL INFORMATION

(a) Obligations of the Consultant: The Consultant shall ensure that complete confidentiality is maintained by it and all its personnel, with regard to all information relating to NABARD and its supervised entities. Unless required under law, the Consultant assures NABARD that neither the Consultant nor any of its personnel shall at any time divulge, disclose or make known to any third parties
any business process and or data, trust, accounts, matters or transactions whatsoever pertaining to NABARD and its supervised entities. The Consultant shall sign a Non-disclosure Agreement in this regard.

(b) Obligations of NABARD: NABARD shall ensure that complete confidentiality is maintained by it and all its personnel, with regard to all information relating to the Consultant and the Software, business process and or data, assets, affairs, and employees, NABARD also assures the Consultant and shall ensure, that neither NABARD nor any of its personnel shall at any time divulge, disclose or make known to any third party(parties), matters or transactions whatsoever pertaining to the Consultant, which may in any way come to their knowledge or attention, unless previously consented to in writing by the Consultant or required under law or for internal purposes,

22. Termination of Agreement /Contract

(a) Termination for Default

i. NABARD may, without prejudice to any other remedy for breach of contract, by written notice of 60 days of default terminate this Contract in whole or in part:

- If the Consultant fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by NABARD, or
- If the Consultant fails to perform any other obligation(s) under the contract.
- If NABARD is of the view that the Consultant, has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract. Corrupt practice means offering, giving, receiving or soliciting of anything of value with the intent to influence the action of a public official in the procurement process or in contract execution, and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NABARD and includes collusive practice among Consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive NABARD of the benefits of free and open competition.

ii. In the event, NABARD terminates the Contract in whole or in part, NABARD may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered and the Consultant shall be liable to NABARD for any excess costs for such similar Services, provided that the
Consultant’s incremental liability shall not exceed 100% of the fee paid/payable to the Consultant for such undelivered services. However, the Consultant shall continue performance of the Contract to the extent not terminated.

iii. Further, in the event, NABARD terminates the Contract, the Consultant shall be paid the eligible claims, as decided by NABARD, for the products delivered or/services rendered till the date of termination of the contract.

(b) Termination for convenience

NABARD may, by written notice of 60 days to the Consultant, terminate the Contract, in whole or in part, at any time at its convenience. The notice of termination shall specify that termination is for NABARD’s convenience, the extent to which performance of work under the Contract is terminated and the date from which such termination becomes effective.

The Consultant shall be paid, pro rata, for all products delivered/services rendered to the satisfaction of NABARD, until the effective date of termination.

(c) Termination – Key Terms & Conditions

NABARD shall be entitled to terminate the agreement with the Consultant at any time by giving thirty (30) days prior written notice to the Consultant. NABARD shall be entitled to terminate the agreement at any time by giving notice if the Consultant:

- has a winding up order made against it; or
- has a receiver appointed over all or substantial assets; or
- is or becomes unable to pay its debts as they become due; or
- enters into any arrangement or composition with or for the benefit of its creditors; or
- Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Consultant shall have right to terminate only in the event of winding up of NABARD.

(e) Notices

All notices in connection with this Agreement/Contract, shall be given in writing hand delivered or sent by courier or by facsimile transmission, confirmed by
courier to the address or fax number specified below, or to such other address or number which the parties may have last specified. All such notices shall be effective upon receipt to:

(i) Chief General Manager

Department of Supervision
National Bank for Agriculture and Rural Development Bank
4th Floor, A-Wing; Plot No. C-24, ‘G’ Block
Bandra-Kurla Complex, Bandra (East)
Mumbai- 400 051
Maharashtra
Email ID: dos.rbs@nabard.org
Phone: 022 2653 9474;
Fax: 022 2653 0103

(ii) Consultant, Address

Either of the parties hereto may by notice change the address to which such notices and communication are to be delivered or transmitted

23. Force Majeure

i. If the performance as specified in this Contract/Agreement 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 or regulations, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, then, notwithstanding anything herebefore 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.

ii. If a Force Majeure situation arises, the Consultant shall promptly notify NABARD in writing of such conditions and the cause thereof. Unless otherwise, directed by NABARD in writing, the Consultant shall continue to perform its obligations under the Contract/Agreement as far as is reasonably practical and
shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. NABARD may extend the time for performance until the operation or such cause has ceased, provided the party affected gives 10 days’ notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. In case, Force Majeure continues more than 30 days, both the parties should discuss to find out mutually agreeable solution to the problem.

iii. In case, it is decided to terminate the contract, NABARD shall be required to pay the Consultant only such amounts as due to it on account of completed items. The Consultant shall not be liable for any loss, damage or claims under this Agreement for termination due to Force Majeure clause.

24. **Dispute Resolution.**

i. 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 shall be resolved amicably.

ii. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.

iii. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the Consultant a list of three names of persons who shall be presently unconnected with NABARD. Consultant shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall thereupon without delay appoint the said person as the sole arbitrator.

iv. If Consultant fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Consultant.

v. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons. The
provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.

vi. The venue of the arbitration shall be Mumbai under the exclusive jurisdiction of the courts at Mumbai only.

vii. The award shall be final and binding on both the parties.

viii. Work under the Agreement shall be continued by Consultant during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the Agreement, no payment due, or payable by NABARD, to Consultant shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

25. The agreement shall be interpreted and have effect in accordance with the laws of India.

26. This agreement is being executed in duplicate, NABARD shall keep the original and the Consultant/Consultant shall keep the duplicate.

27. The Consultant shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.

28. That the several parts of this contract have been read by the Consultant and fully understood by the Consultant.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by

The within named

NABARD/ NABARD Signature:

Name :

Date: .................

**IN THE PRESENCE OF:**

1. Signature : 

   Name : 

   Address :

2. Signature :

   Name :

   Address :

Signed and Delivered by ................. the within named Consultant
M/s. ..................................
..................................
Date: ......................

IN THE PRESENCE OF:

1. Signature :  
   Name :  
   Address :

2. Signature : 
   Name : 
   Address :
ANNEXURE:- H

Performance Bank Guarantee Format
(On Non-Judicial Stamp Paper of Rs.100.00)

This Deed of Guarantee executed at ______ on this day of ________________
by Bank, a Banking Company constituted under ______________________ Act having its Head Office at ________________ and one of its Branch Office at ________________ (hereinafter referred to as ’Bank’ which expression shall unless repugnant to the context and meaning thereof, means and includes its successors and assigns)

IN FAVOUR OF

National Bank for Agriculture and Rural Development, a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No C-24, ‘G’ Block Bandra-Kurla Complex, Bandra (East), Mumbai-400 051 (Hereinafter referred to as ”NABARD/Purchaser” which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns).

WHEREAS,

1. NABARD has floated a Request for Proposal to appoint a Consultant for “engagement of consultants to provide consultancy services for migrating to Enhanced CAMELSC approach in Bank Supervision as a prelude to adoption of Risk Based Supervision” the scope of which is specified in RFP No. NB.DOS./J-2/2020-21 dated __ February 2021 (hereinafter referred to as ”said works”) and has requested a registered/established/Constituted under/by ________________ Act having its Head Office at ________________ (hereinafter referred to as “Consultant” which expression shall unless repugnant to the context and meaning thereof means and includes its successors and assigns) to submit its Bid to execute the said works.

2. The Consultant has submitted his Bid/tender to execute the said works for a total sum of ₹____________________ (Rupees __________ only).

3. One of the conditions of the said tender is that the Consultant shall furnish to NABARD a Performance Bank Guarantee (PBG) for an amount of 2% of the total value order of works i.e.,____________________(Rupees __________ only) in favour of NABARD for the due and faithful performance of the contract in all respects as per the conditions as set forth in the Tender by the Consultant.

4. The Consultant has approached us for issuing a PBG in favour of NABARD for an amount of ₹ ________________ (Rupees____________________ only).
NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT,

1) In consideration of the premises and at the request of the Consultant, we____________________ Bank both hereby irrevocably and unconditionally guarantee to pay to NABARD, forthwith on mere demand and without any demur, as may be claimed by NABARD to be due from the Consultant by way of loss or damage caused to or would be caused to or suffered by NABARD by reason of failure to perform the said works as per the said contract.

2) This Guarantee shall expire at the close of business hours on___________ (this date should be the date of expiry of the Project Period i.e. 24 months) without prejudice to NABARD’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e., (this date should be date of expiry of Guarantee, i.e. 6 months after end of contract/project period).

3) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of NABARD 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 NABARD under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or NABARD certifies that the terms and conditions of the said contract have been fully carried out by the Consultant and accordingly discharges the Guarantee.

4) In order to give full effect to the Guarantee herein contained, NABARD shall be entitled to act as if the Bank is NABARD’s principal debtors in respect of all NABARD's claims against the Consultant hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

5) The Bank agrees with NABARD that NABARD 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 Consultant from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by NABARD against the Consultant 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 Consultant for any forbearance, act or omission on the part of NABARD or any other indulgence shown by NABARD 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.

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

7) 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 Consultant heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the Consultant heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

8) Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

9) It shall not be necessary for NABARD to exhaust its remedies against the Consultant before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which NABARD may have obtained from the Consultant at the time when this guarantee is invoked is outstanding and unrealized.

10) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, fax or registered post accompanied by the copy of the guarantee.

11) Notwithstanding anything contained herein:-

   a) Our liability under this Bank Guarantee shall not exceed and is restricted to ______________________ (Rs. _____________________________ only)

   b) This Guarantee shall remain in force up to____________ or up to the date extended by renewal of this guarantee.

   c) Unless the demand/claim under this guarantee is served upon us in writing before ___________ or on or before the expiry of six months from the validity date extended by renewal of this guarantee, all the rights of NABARD under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.
12) 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.

Dated this -------- day of ------------ 2020 at ---------------------

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

Sd/_______
Name of the Authorised Official
Designation
Seal
Annexure-I

RFP Declaration

(On the organisation’s letter head)

Ref No: ___________________ Date: --/--/2021

The Chief General Manager
Department of Supervision,
National Bank for Agriculture and Rural Development
4th floor, A Wing, C-24, 'G' Block,
Bandra-Kurla Complex, P.B. No. 8121,
Bandra (East), Mumbai - 400 051.

Sir,

Subject: ............................................................

Kindly refer to your RFP No. NB.DOS./J-2/2020-21 dated __ February 2021 published on the website www.nabard.org and the e-tendering portal: https://nabard.eproc.in. We wish to confirm that we have downloaded the complete RFP document from the website / e-tendering portal. We shall submit the RFP document as per your prescribed specifications for Technical & Commercial Bid.

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

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

Yours Sincerely,

Date:

Signature of Tenderer with Seal:

Phone:
Fax No.:
E-mail address: