



LIMITED REQUEST FOR PROPOSAL (RFP) FOR DATA ANALYTICS SOFTWARE

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

3rd Floor, 'B' Wing C-24, 'G' Block
Bandra Kurla Complex, Bandra (East)
Mumbai - 400051
Maharashtra.

Important Disclaimer

This Request for Proposal (RFP) is not an offer by NABARD, but an invitation to receive response from bidders selected after evaluating the solutions submitted in response to the EOI floated on CPPP portal (Tender ID - **2024_NABA_831279_1**) for the Data Analytics Software. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the Bidders.

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Glossary

Sr. No.	Abbreviation	Definition
1.	SFTP	Secure File Transfer Protocol
2.	CVC	Central Vigilance Commission
3.	DD	Demand Draft
4.	DDMABI	Department for Data Management, Analytics and Business Intelligence
5.	EoI	Expression of Interest
6.	NABARD	National Bank for Agriculture and Rural Development
7.	PBG	Performance Bank Guarantee
8.	RFP	Request for Proposal
9.	AUC	Analytical Use Case
10.	EMD	Earnest Money Deposit

Tender Details

Tender Reference No. and Date	As given on CPPP portal										
Tender For	Data Analytics Software										
Cost of RFP	No cost will be charged for the tender document downloaded by the bidders.										
Earnest Money Deposit (Refundable)	<p>Remittance of Rs. 9,00,000/- (Rupees Nine Lakh Only) to NABARD's Account. The UTR No for this transaction must be indicated in the Bid Document.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Name of Account</td> <td>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</td> </tr> <tr> <td>Bank Name</td> <td>NABARD</td> </tr> <tr> <td>Branch Name</td> <td>HEAD OFFICE, MUMBAI</td> </tr> <tr> <td>IFS CODE</td> <td>NBRD0000002</td> </tr> <tr> <td>Account Number (VAN)</td> <td>NABADMN07</td> </tr> </table> <p style="text-align: center;">OR</p> <p>Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 180 days from the date of opening of tender as per format given in Annexure-I.</p>	Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT	Bank Name	NABARD	Branch Name	HEAD OFFICE, MUMBAI	IFS CODE	NBRD0000002	Account Number (VAN)	NABADMN07
Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT										
Bank Name	NABARD										
Branch Name	HEAD OFFICE, MUMBAI										
IFS CODE	NBRD0000002										
Account Number (VAN)	NABADMN07										
Date of Issue of RFP	05.12.2024										
Last date for receiving queries/ clarification by NABARD	09.12.2024										
Pre-Bid meeting (No queries will be entertained after the pre-bid meeting)	12.12.2024										
Clarifications to Bidders' queries to be issued by NABARD	13.12.2024										
Last date and time for submission of Financial bids	16.12.2024 till 5.00PM										
No. of e-bid documents to be submitted online	Commercial Bid : EMD (UTR No. & Date/ BG) +Documents as per Check List (Annexure-O)										

Date and time of opening of Financial bids	17.12.2024
Contact Numbers	Smt Ramalakshmi, General Manager - 8919137240 Shri Mahendra, Assistant Manager 9922216469 Shri Apoorva, Assistant Manager – 9650170552
Email	ddmabi@nabard.org

Notes

1. In this document, the term 'RFP' shall be used to refer to the Limited Request for Proposal (Limited RFP) for consistency and ease of reference.
2. This RFP is issued exclusively for the bidders shortlisted following the EoI scrutiny process carried under Tender No. **2024_NABA_831279_1** on the CPPP portal, and no other vendors are permitted to apply.
3. The Bank reserves the right to change the schedule mentioned above or elsewhere mentioned in the document, which will be communicated by placing the same as corrigendum on the portal (<https://eprocure.gov.in/eprocure/app>) (hereon referred to as “CPPP portal”) and/ or on NABARD Website (www.nabard.org).
4. Before bidding, the bidders are requested to carefully examine the RFP document and the terms and conditions specified therein. If any bidder requires any clarification on this RFP, they may notify the Bank in writing or by email at the Bank’s mailing address indicated in the RFP. Bidders should notify the Bank of any error, omission or discrepancy found in this RFP document before last date 16.12.2024 till 5.00 PM.
5. The Bank reserves the right to accept its own interpretation in case there is a conflict between any part of the RFP document, without assigning any reasons whatsoever.
6. Bank makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
7. All costs and expenses (whether in terms of time or money) incurred by the bidders in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by Bank, will be borne entirely and exclusively by the bidders.
8. The bidders must conduct their investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

9. Commercial bid must be submitted giving full details on CPPP portal.
10. The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
11. No further discussion/ interface will be entertained with bidders whose bids have been technically disqualified.
12. Non-enclosure of Earnest Money Deposit (EMD) of ₹9,00,000/- (Rupees Nine Lakhs Only) in the name of NABARD or equivalent amount of Bank Guarantee will result in rejection of bid.
13. No binding legal relationship will exist between any of the bidder and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
14. All Invoices should be made in the name of NABARD with official email Id as ddmabi@nabard.org
15. Public Procurement Policy on Micro and Small Enterprises (MSEs):
 - a) NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
 - b) These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
 - c) Such MSMEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSME's may approach the tender inviting authority to resolve their grievances.
 - d) Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSMEs/ and ownership of the same by SC/ ST along with the tender/ RFP.
 - e) The bidder should note that, in the current RFP, splitting of order is not applicable.

Instructions for Bidders

1. Request for Additional Information

- A. Bidders are required to direct all communications for any clarification related to this RFP, to the Designated NABARD officials and must communicate the same in writing.
- B. All queries relating to the RFP, technical or otherwise, must be in writing only via electronic mail. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidder in the manner specified.
- C. However, NABARD will not answer any communication reaching the Bank later than the prescribed date and time.

2. Rejection/ Acceptance of Bid

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

3. Cancellation of Bid

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

4. Period of Validity of Bids

- a) **Validity Period:** As published in CPPP bid document. The Bank holds the rights to reject a bid valid for a period shorter than validity period mentioned in the CPPP bid document.
- b) **Extension of Period of Validity:** In exceptional circumstances, the Bank may solicit the Bidder's consent for an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable.

Chapter-1

1.1 Introduction

National Bank for Agriculture and Rural Development is a body corporate established under the Bank Act, 1981 (hereinafter referred to as “NABARD or “the Bank”) having its Head Office at Plot No.C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices, Training Establishments and other setups in different cities across the country. Detailed information regarding the functions of NABARD is provided on the website – www.nabard.org.

This Request for Proposal document (“RFP”) has been prepared solely for enabling NABARD to procure the Data Analytics Software for its use. Bid submission, queries and all other terms and conditions are detailed in this document. Address for communication is as given in the cover page unless otherwise expressed specifically in any part of this document for a specific requirement.

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

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

1.2. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank.

1.3. For Respondent Only

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

1.4. Confidentiality

The RFP document is confidential and shall not be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is being provided to the Recipient based on the undertaking of confidentiality to be given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part thereof. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The format for Confidentiality undertaking is provided in [Annexure – E](#). The Recipient shall not disclose or discuss the contents of the RFP document with any officer, employee, consulting agency, director, agent or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of Bank except for bidding purposes.

1.5. Costs to be borne by Bidders

All costs and expenses incurred by bidders in any way associated with the development, preparation and submission of responses including but not limited to the attendance at meetings, discussions, demonstrations, etc., and providing any additional information required by the Bank, shall be borne entirely and exclusively by the bidders.

1.6. No Legal Relationship

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

1.7. Bidders' obligation to inform himself/ herself

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

1.8. Errors and Omissions

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

1.9. Bid submission Terms

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

- a) The documents may be submitted to NABARD on CPPP portal.
- b) Copies of the RFP response may be submitted in the manner prescribed before the closing date and time as mentioned in Tender Schedule of the RFP.
- c) All submissions, including any accompanying documents, shall become the property of the Bank. Bidders shall be deemed to licence, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/ or use the contents of the submission as the basis for processing of RFP response, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.
- d) All the information required as per the bidding document shall be provided by the bidder. Incomplete information may lead to rejection of the proposal.
- e) The bidder shall be required to submit an Earnest Money Deposit of ₹ 9,00,000/- (Rupees Nine Lakh Only). Bidder should submit a Bank Guarantee in lieu of EMD ([Annexure-M](#)) issued by Scheduled Commercial Bank valid for 180 days from the date of opening of tender. The Earnest Money Deposit shall be refunded to all bidders except the selected bidder. In case the selected bidder fails to enter into an Agreement of Contract within the stipulated date and as per stipulated terms and conditions, the Earnest Money Deposit shall be subject to forfeiture at the discretion of NABARD. No interest shall be payable by the Bank on the Earnest Money Deposit. The RFP document may be downloaded from the Bank's website www.nabard.org. The RFP download declaration, as per [Annexure-C](#) is to be furnished by the bidder. The Bank reserves the right to change the requirements. However, any such changes will be posted on NABARD's website.
- f) Bids once submitted shall be treated as final and no further correspondence shall be entertained. No bid shall be modified after the deadline for submission of bids.
- g) No bidder shall be allowed to withdraw the bid once submitted. In such event EMD deposited or BG in lieu of EMD shall be forfeited.
- h) The Bank reserves the right to reject any or all bid(s) received without assigning any reason whatsoever.
- i) The Bank shall not be responsible for non-receipt/ non-delivery of the bid documents due to any reason, whatsoever.

Chapter-2

Scope of Work

NABARD invites service providers to offer their solution for Data Analytics Software as per the technical/ functional specification given in the RFP and EOI document, which inter alia, includes the following:

- **General Delivery Variables**

- Delivery of the Data Analytics Software with licences for approx. 2500 developers-cum-users for a period of five years. Alternatively, if the software is offered on core-based licences, licences for 16 core may be offered.
- Install, configure, commission and ensure that the software is fully operational and meets the specified performance criteria.
- Provide all necessary documentation, including user manuals and technical guides.
- Migrate the existing reports and dashboards developed in Power BI to the new software commissioned.
- In-house consulting solution for specific business needs.

- **Software Installation and Navigation**

- The software should be user-friendly, simple to install, and easy to navigate.
- Provide a smooth and efficient application update process, accommodating users located in diverse locations.
- Software that come bundled with a mobile app (for both android and iOS) would be preferred.

- **Interconnectivity and Compatibility**

- Ensure the software supports seamless interconnectivity between applications and hardware, without any limitation on data size related performance.
- Ability for integrating the software through customisable Application Programming Interfaces (APIs), embedding options.
- Multi-tenancy design & easy scalability.

- **Support and Maintenance**

- Support and Maintenance - support availability during NABARD's business operation hours (8 AM to 8 PM, Monday to Friday) with email and phone support, and after-hours support through email/teams/phone with a response by 10 AM the following business day.
- Maintenance and updates for the software as required over the five-year period.

- **Security and Authentication**

- Implement various security measures including Single Sign-on (SSO) integration, and device authorization.
- Ensure end-to-end encryption of user data.
- Provide the ability to remotely wipe data from lost or stolen devices.

- **Document Handling and Annotations**

- Enable users to view, annotate and share documents
 - Providing dynamic navigation and annotation tools with auto-save functionality.
 - Software should facilitate export of multiple dashboards/ reports into a single paginated pdf/ excel workbook formats with options for different page orientation for different pages; multiple options for fonts and aligning texts as also for automatic updation of 'page number index' based on the number of pages in different tabs.
 - Software should facilitate dynamic hiding of tables/ charts in reports if they do not have data.
- **User and Device Management**
 - Allow administrators to manage user roles, devices, and access rights.
 - Ensure secure login options and handling multiple device authorizations.
- **Training and Support**
 - User-Group specific re-usable content.
 - Conducting online/ physical training for multiple batches covering one cycle of different user groups.
- **Implementation Timeline**
 - Supply, install, and commission the software and provide licences within 30 days from the date of issue of the contract order.
 - Recreate the existing reports, dashboards and Analytical Use Cases (AUCs) developed in Power BI within six months from the date of issue of the contract order.
 - The bank reserves the right to cancel the contract order in case of an inordinate delay in the supply of products and solution.
- **Support and Discontinuation**
 - Support the software for the entire project period covering development and maintenance phases.
 - The bank reserves the right to discontinue the project at any time within the project period of five years.

In brief, NABARD is seeking a vendor who **will deliver and install Data Analytics Software for a period of five years, recreate 140 existing reports/ dashboards/ AUC (Analytical Use Case) from Power BI, develop additional reports/ dashboards/ AUC if required, provide comprehensive documentation, and offer ongoing maintenance and Support should be available through mail/ teams/ phone including provisions for emergency onsite support if required. The bidder will also ensure software scalability, security compliance, and conduct user training for smooth implementation.**

Proposed Timeline and deliverables for Data Analytics Software:

It is expected that the bidder already has standard data analytics software available with them and the same shall be customised for NABARD as per the requirements mentioned as

above. The selected vendor would be required to customize, test and implement the data analytics software within 180 days' time as per the following schedule:

Sr. No.	Task	Schedule (from the date of Contract Order)
1	Customization of the software as per NABARD requirements, if any	30 days
2	Testing & acceptance of the software	45 days
3	Recreation of existing Power Bi Reports	180 days
4	Support & Maintenance	Post completion of the above tasks and up to 5 years

Timeliness

Timeliness of execution and delivery are very crucial in this project as concurrent migration of existing dashboards for users' access and familiarising the solution to all the developers and users across the Bank have to be achieved within the schedule mentioned above. As such, agreed delivery schedules are of paramount importance and should be strictly adhered to.

Chapter-3

Criteria for Evaluation of Bids

The broad criteria for evaluation of the bids would be a Quality-cum-Cost-Based-System (QCBS) as follows:

Sr. No.	Item	Percentage (Weightage)
1	Technical Evaluation	70%
2	Commercial Bid	30%
	Total	100%

2. The score obtained by the shortlisted bidders in the technical bid evaluation during the EoI process shall be reckoned for commercial evaluation.

3. The **Overall Technical Score (OTS)** for only the bidders with score equal to or more than 75% in technical bid will be calculated as follows:

$$\text{OTS} = T / T_{\text{High}} * 100$$

where

OTS – Overall Technical Score obtained by the bidder

T - Technical score obtained by the bidder

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

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

5. Commercial Evaluation

5.1. Only the bidders who are found technically qualified in Technical Evaluation would be considered for commercial evaluation. NABARD would determine whether the Financial Proposals are complete, and unconditional.

5.2. The bidder who has scored the highest, based on the final weighted evaluation score calculated in the ratio of technical 70% and commercial 30%, would be selected for further discussion for finalizing contract/ placing PO (Purchase Order) or LoI (Letter of Intent) subject to satisfying all the terms and conditions defined in this Expression of Interest (EoI) document.

5.3. As mentioned in the Expression of Interest (EoI) document, the final evaluation of bidders would be made using the QCBS (Quality and Cost Based Selection) method, following the 70:30 ratio (i.e. 70% weightage for Technical Score and 30% weightage for Commercial Score. As per the QCBS method, NABARD shall follow the steps given below for finding the rankings of the shortlisted bidders.

5.5. The Normalized Commercial Score of a Bidder (NS) will be arrived at using the formula:

CQ= TCO quoted in the commercial bid

During the commercial bid evaluation, only the CQ will be considered where CQ is Commercial Quotation and TCO is Total Cost of Ownership

Normalized Commercial Score of a Bidder (NS) = {Lowest CQ/ CQ of Bidder under consideration} * 100 (adjusted to 2 decimals)

5.6. The weightage given to the technical and financial proposals are - Technical = 0.70 and Commercial = 0.30

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

where OTS is the Overall Technical Score of that bidder, and NS is the Normalized Commercial Score.

5.8 The score of the bidder, as evaluated by the Evaluation committee constituted by the bank during the Technical Presentations of the bidders shall be considered for shortlisting and its decision is final.

5.9 Only those bidders that have achieved at least the minimum qualifying score shall be treated as qualified and only their commercial proposals will be opened. Bids should be quoted exclusive of GST. The GST should be indicated separately as per the Commercial Bid Form provided.

5.10 After opening and evaluating the financial proposals of technically qualified bidders, a final combined score shall be arrived based on the above-mentioned weightage.

5.11 The proposal with the highest weighted combined score (quality and cost) shall be selected.

5.12 The implementation of the project will commence upon successful signing of a contract between NABARD and the selected Vendor/ Bidder. NABARD reserves the right to reject any or all proposals.

Chapter-4

4.1 Service Level Requirements

The supplier should provide support through Email, Teams and Phone without any additional cost to bank during business hours and as and when required by the Bank.

4.2 Support Lines

Service Description	
Support during Business Operation Hours of NABARD 8 AM to 8 PM (Monday to Friday)	Support should be available through mail/ teams/ phone including provisions for emergency onsite support if required.
Support after Business Operation Hours of NABARD	Leave a mail/ teams/ phone after regular business hours. All calls will be returned the following business day by 10 AM.
Time when scheduled maintenance are performed	Scope & schedule to be agreed mutually with NABARD's Operations Team.

Chapter-5

Delivery and Payment Schedule

5.1 Expected Delivery Schedule

1. The bidder will return the duly signed duplicate copy of the Purchase order within 5 working days from the date of purchase order.
2. All Schedules will be calculated from the Zero Date, i.e., Date of issue of Purchase Order.
3. The Signing of SLA contract should be completed within 15 days of acceptance of Purchase Order.
4. The bidder shall be able to start providing the services within 20 days of signing of Purchase Order.

5.2 Payment Terms

License Costs

20% on delivery, installation, configuration and commissioning of the software.

50% on recreating all the reports/ dashboards as listed out in the RFP.

30% on deployment of all the reports/ dashboards as listed out in the RFP in the production.

Recreating the existing reports

70% on recreating all the reports/ dashboards as listed out in the RFP in the UAT environment; part payment of this portion may be considered solely at the discretion of the NABARD, based on the progress in development of reports/ dashboards.

30% on deployment of all the reports/ dashboards as listed out in the RFP in the production.

Training cost

Based on the invoices raised after completion of each programme

AMC for the application, if applicable (from 2nd year onwards)

AMC will be paid on quarterly basis at the end of each quarter

Subscription fee, if applicable (from 2nd year onwards)

At quarterly intervals at the end of each quarter

5.3 Penalties

Delay exceeding one month in development of reports/ dashboards beyond the specified 6 months period from the date of the purchase order would lead to a penalty @2% per month of the one time cost, subject to a maximum of 10% of the total one time cost.

Chapter-6

Other Important Terms and Conditions

1. Inspections and Tests

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

2. Bidder's Obligations

- i. The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- ii. The Bidder's representative & local office at Mumbai will preferably be the contact point for the Bank. If local office at Mumbai isn't available, Bidder should share contact details of representative and office for communication.
- iii. The Bidder will treat all data and information about the Bank, obtained in the execution of his responsibilities as confidential and will not reveal such information to any other party without the prior written approval of the Bank. The Bidder will submit Confidentiality Undertaking in the format provided in [Annexure-E](#).

3. Order Cancellation/ Termination of Contract

The Bank reserves its right to cancel the entire/ unexecuted part of Purchase Order at any time, by giving 60 days' notice without assigning any reason thereof. Bank shall pay commitment fees, if any, during notice period.

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

- i. Delay in implementation of the Project beyond the specified periods for reasons solely ascribed to the bidder.
- ii. Breaches in the terms and conditions of the Purchase Order.
- iii. Project adversely affecting the Core Systems or Core Business of the Bank and the normal functioning of the Offices of the Bank.
- iv. Failing to upgrade any or all of the critical Software within the period(s) specified in the Contract or within any extension thereof granted by the Bank.
- v. Failing to perform any other obligation(s) under the Contract.
- vi. Not providing after sales and maintenance services as per the SLA mentioned in Chapter 4 of the RFP and any tickets raised are not resolved within SLA timelines on more than three occasions.

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

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

Bank will not be liable to pay any commitment fee/ any other charges during such notice period.

4. Effect of Termination

The bidder agrees that it shall not be relieved of its obligations during notice period.

- i. The Bank shall make such pro rata payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
- ii. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

5. Indemnity

- i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. The format for Letter of Indemnity is given in [Annexure-I](#).
- ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from harm whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- iv. The Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

6. Liability of The Selected Bidder

- i. Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.
- ii. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.
- iii. The selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- iv. "Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to loss of income or profits."

7. Negligence

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

8. Force Majeure

- i. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is due to an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lock-outs and freight embargoes.
- ii. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
- iv. Notwithstanding the above, the decision of the Bank shall be final and binding on the bidder.

9. Changes to RFP

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

The Bank reserve right to issue Corrigendum to the RFP and that would be published on CPPP portal and NABARD website only and not through newspaper advertisement.

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

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

- ii. Clarification of Offer — To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Vendor for clarification of their offer. The Bank has the right to disqualify the Vendor whose clarification is found not suitable to the proposed project. The Bank reserves the right to make any changes in the terms and conditions of RFP. The Bank will not be obliged to meet and have discussions with any Vendor, and/ or to listen to any representations.
- iii. Erasures or Alterations — The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/ manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- iv. Pricing — It is absolutely essential for the Vendor to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.

10. Information Ownership

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

11. Publicity

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

12. Compliance with Laws

- i. Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- ii. Compliance in obtaining approvals/ permissions/ licences: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licences, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/ Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so. shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

13. Resolution of Disputes

- i. All disputes and differences of any kind whatsoever arising out of or in connection with the Purchase Order shall be referred to arbitration. The arbitrator may be appointed by

both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act, 1996.

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

14. Privacy & Security Safeguards

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

15. Guarantees

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

16. Contract Re-Negotiation

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

17. Corrupt and Fraudulent Practices

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

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

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

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

18. Waiver

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are

not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

19. Violation of Terms

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

20. Non-Disclosure Information

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

21. No Commitment to Accept Lowest or Any Offer/ Bid

BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/ bid. BANK reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/ or to listen to any representations once their offer/ bid is rejected. Any decision of BANK in this regard shall be final, conclusive, and binding upon the bidder.

22. 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.

23. Costs of Preparation & Submission of Bid

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

24. Confidentiality of The Bid Document

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

25. Disclaimer

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

Annexure-A

Bid submission & Conformity Letter

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

Date--/--/2024

The Officer-in-Charge
Department for Data Management, Analytics and Business Intelligence,
National Bank for Agriculture and Rural Development
3rd floor, B Wing, C-24, 'G' Block, Bandra-Kurla Complex, P.B.
No. 8121, Bandra (East), Mumbai - 400051.
Maharashtra

Madam/ Dear Sir,

Subject: Response to RFP Ref No NB.HO.DDMABI/127/DDMABI-1/2024-25 dated _____ for procuring Data Analytics Software.

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

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

If our Bid is accepted, we will obtain and submit the Performance Bank Guarantee from a Bank for a sum equivalent to 5 percent of the Annual Commitment Fee ([Annexure G](#)) for the due performance of the Contract, in the form prescribed by the Bank.

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

We confirm that our prices are valid for a period of minimum five years from the date of acceptance of Purchase order.

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

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

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

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

Thanking you,

Yours sincerely,

Date

Signature of Authorised Signatory

Place

Name of Authorised Signatory

Designation

Name of the Organisation

Seal

Annexure-B

Letter of Authorisation to Bid

Ref No: _____

Date: --/--/2024

The Officer-in-Charge
Department for Data Management, Analytics and Business Intelligence,
National Bank for Agriculture and Rural Development
3rd floor, B Wing, C-24, 'G' Block, Bandra-Kurla Complex, P.B.
No. 8121, Bandra (East), Mumbai-400051.
Maharashtra

Dear Sir,

Subject: Authorization Letter for submitting bid documents.

REF: Your RFP Ref No NB.HO.DDMABI/127/DDMABI-1/2024-25 dated _____

This has reference to your above RFP for procuring Data Analytics Software with Five Years Contract Period. Mr/Mrs/Miss _____ is hereby authorised to submit the bid documents, on CPPP portal to participate in tender and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank's request for proposal vide RFP _____ dated _____ on behalf of our organisation.

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

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

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

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

Annexure-C

RFP Download Declaration

(On the organisation's letter head)

Ref No: _____

Date: --/--/2024

The Officer-in-Charge
Department for Data Management, Analytics and Business Intelligence,
National Bank for Agriculture and Rural Development
3rd floor, B Wing, C-24, 'G' Block, Bandra-Kurla Complex, P.B.
No. 8121, Bandra (East), Mumbai-400 051.

Sir,

Subject:

Kindly refer to your RFP Ref No NB.HO.DDMABI/127/DDMABI-1/2024-25 published on the CPPP portal and NABARD website downloaded from electronic media. We wish to confirm that we have downloaded the complete RFP document from the website/ electronic media. We shall submit the RFP document as per your prescribed specifications for Technical & Commercial Bid.

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

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

Yours Sincerely,

Date:

Signature of Tenderer with Seal:

Phone:

Fax No.:

E-mail address:

Annexure-D

Non-Disclosure Agreement Form

(To be executed on a non-judicial stamped paper of minimum value of Rs. 200/-)

This Non-Disclosure Agreement made and entered into at this..... day of 2024 BY AND BETWEEN Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (hereinafter referred to as the Vendor, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

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

The Vendor and NABARD are hereinafter collectively referred to as "the Parties "and individually as "the Party"

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Proposal to appoint Vendor for procuring a Data Analytics Software the scope of which is specified in RFP Ref No NB.HO.DDMABI/ 127 /DDMABI-1/2024-25 dated July 2024 and whereas _____ (Name of Vendor) has through an RFP process (on CPPP portal), 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 Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The Vendor 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 Vendor is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.
5. Receiving Party means who receives the confidential information.
6. Disclosing Party means who discloses the confidential information.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and NABARD granting the Vendor 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 Vendor during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";

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

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

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

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

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

Confidential Information does not include information which:

- (a) Is or subsequently becomes legally and publicly available without breach of this Agreement.
- (b) was rightfully in the possession of the Vendor 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 Vendor from a source other than NABARD without any obligation of confidentiality,
- (d) was developed by the Vendor 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 Vendor is legally compelled to disclose any Confidential Information, Vendor shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. Vendor shall disclose to third party i.e., any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Vendor will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation, or termination of this Agreement.

2. Non-disclosure

The Vendor 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 Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Vendor 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 Vendor 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 Vendor hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The System Integrator further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The Vendor agrees and undertake to treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt and in the event of earlier termination of the Contract/ Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

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

6. Return of Confidential Information

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

7. Remedies

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

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

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

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

a. Suspension of access privileges

b. Change of personnel assigned to the job

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

d. Termination of contract

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

8. Entire Agreement, Amendment, Assignment

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

9. Miscellaneous

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

9.2. Neither party grants to the other party any licence, 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 licence 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 licence under the other party's copyrights or patents.

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

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

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

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

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

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

10. Suggestions and Feedback

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

11. Governing Law

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

12. General

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

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

BUYER

BIDDER/ Vendor

Name of the Officer

Chief Executive Officer

Designation

Organisation

NABARD

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure-E
Confidentiality Undertaking

Ref No: _____

Date:--/--/2024

The Officer-in-Charge
National Bank for Agriculture and Rural Development
Department for Data Management, Analytics and Business Intelligence,
3rd floor, B Wing, C-24, 'G' Block,
Bandra-Kurla Complex, P.B. No. 8121, Bandra (East), Mumbai - 400 051.

Dear Sir,

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

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

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

Yours Sincerely

Signature and Stamp of Company

Authorised Signatory Designation:

Date:

Annexure – F
Bank Mandate Form

(To be submitted in Duplicate)

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

6. Particulars of Bank account

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

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

Place: _____

Date: _____

Signature of the party/ Authorized Signatory

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

Bank's stamp

Authorised Signatory of the Bidder with Seal Date:

Annexure – G
Commercial Bid Form

The commercial proposal should be submitted in the following format:

(Amt. Rs.)

Sr. No.	Description of the item	Cost	Taxes (if applicable)	Total = Cost+ taxes applicable
1	Core Based Licensing Model (for 16 cores) @			
1a	Subscription cost to the uniform developer-cum-user licence of the data analytics software for one year			
1b	Perpetual license cost to the uniform developer-cum-user licence of the data analytics software			
1c	AMC charges (from the second year) per year, for perpetual licence #			
2	Cost for five years			
2a	Total cost for five years – as per subscription model (1a * 5)			
2b	Total cost for five years – as per perpetual licence model (1b + (1c * 4))			
3	One time cost for recreating existing Power BI dashboards/ reports			
4	Total cost			
	Total cost (2a + 3)			
	Total cost (2b + 3)			
5	Training cost \$			
5a	Developers' training – each programme for 5 days – cost per programme			
5b	Power Users' training – each programme for 2 days – cost per programme			
6	License Fee: For each additional core beyond the 16 cores, if required &			
7	Per man-day cost for developing any additional dashboards/ reports, beyond what is listed in RFP ^			

@ The bidder may quote for either subscription based licensing and/ or perpetual licenses.

If licenses are offered on perpetual basis, please indicate the % of the license cost charged as AMC.

\$ Location for conducting training programmes in physical mode is NBSC, Lucknow. NABARD would provide Boarding & Lodging for faculties/ trainers of the bidder who conduct the training programmes. All other expenses such as cost of developing training modules, travel costs, etc., should be factored in the quotation. The per training programme cost shall be valid during the project period of 5 years. The number of training programmes to be conducted would be decided by NABARD later.

& The cost mentioned should be valid for the project period of 5 years.

^ The cost mentioned should be valid for the project period of 5 years.

Please note:

1. All Taxes/ Duties/ levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, should be included in the Bid price.
2. Applicable taxes would be deducted by the Bank at source, if any, as per the prevailing rates.
3. The unit price quoted shall remain fixed on pro-rata basis for all additional licenses procured during the project period.
4. If there is any downward revision of price, it will be passed on to NABARD without any delay.
5. In case of any discrepancy between unit price and total price, the unit price shall prevail.
6. The unit/ total price may be rounded off to the nearest rupee.
7. NABARD reserves the right to select the subscription/ perpetual licence model, together with or without other costs quoted, which it considers offer the best value proposition. Decision of NABARD in this regard would be final and would be binding on all bidders.

Date:

Name and Signature of the Bidder:

Place:

Business Address:

Annexure-H
Escalation Matrix

Name of Organisation: _____

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

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

Signature:

Name of Representative:

Designation:

Company Seal:

Annexure-I

Letter of Indemnity and Undertaking

(To be executed on a non-judicial stamped paper of minimum value of Rs. 200/-)

Ref No: _____

Date:--/--/2024

The Officer-in-Charge,
National Bank for Agriculture and Rural Development
Department for Data Management, Analytics and Business Intelligence,
3rd floor, B Wing, C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East), Mumbai -400 051.

Dear Sir

Subject: _____

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

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

SCHEDULE

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

Yours faithfully

(Name and Designation) of Authorized Official

Annexure—J
Service Support Form

Bidder's representative of local office at Mumbai will preferably be the contact point for the NABARD. If local office at Mumbai is not available, Bidder should share contact details of representative and office. The Bidder is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both.

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

NOTES:

- Bidders are required to mention specifically the Name, Address, Telephone Number, Mobile No. and Email-ID etc., of their Support Centre.

Company Seal

Signature of the Bidder

Annexure –K
Pre-Bid Queries Form

Clarifications required

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

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

(The pre-bid queries are to be submitted in above format and in word document only. These should not be submitted in PDF or Excel format. The queries may be shared through mail to ddmabi@nabard.org)

Annexure – L

**Service Level Agreement for Data Analytics Software for NABARD
(To be submitted by the Successful Bidder)**

This **Service Level Agreement** (hereinafter referred to as the “**SLA/ Agreement**”) is executed on date _____.

BY AND BETWEEN

National Bank for Agriculture and Rural Development (NABARD) a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, Block G, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 and Regional Offices (ROs)/Training Establishments (TEs) in different states across the country; represented by its Authorised Signatory (Shri _____, _____) hereinafter referred as “**NABARD**” (which expression shall mean and unless repugnant to the context, includes its successors in business, legal representatives and administrators or permitted assigns) of **ONE PART**;

AND

M/s _____, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____, together with its Affiliates and represented herein by its Authorised Signatory, _____ hereinafter referred to as

“**M/s** _____”, (which expression shall mean and unless repugnant to the context, includes its successors in business, legal representatives and administrators or permitted assigns) of **OTHER PART**.

NABARD and **M/s** _____ may hereinafter be referred to as such or singularly as the “**Party**” and collectively as the “**Parties**”, as the case may be.

WHEREAS

- I. **NABARD** has issued a Request for Proposal (RFP) through CPPP portal for procuring, implementing and maintenance of Data Analytics Software.
- II. In response to the said RFP of NABARD, **M/s** _____ submitted its Proposal to set up the system for meeting the requirements of NABARD and to provide Post Implementation Support at the desired Service Levels as specified in the RFP.
- III. **M/s** _____ hereby agrees to implement and also provide Support at the desired Service Levels for Data Analytics Software as per terms and conditions of this Agreement.
- IV. The work order was issued on The copies of RFP and the work order issued to vendor by NABARD with reference number are annexed herewith. The Parties hereto wish to record the terms and conditions in writing.

**NOW, THEREFORE, IN CONSIDERATION OF THIS MUTUAL COVENANTS
HEREINAFTER APPEARING, IT IS HEREBY AGREED BY AND BETWEEN THE
PARTIES HERETO AS FOLLOWS:**

1. SLA Definitions

- 1.1. **“The Solution”** means the Data Analytics Software to be implemented by M/s _____.
- 1.2. **“Effective Date”** means the date on which this Agreement begins, which is the date written below by the last Party to sign this Agreement.
- 1.3. **“Support”** means implementation support in the form of supply, installation, implementation, commissioning, maintenance of the solution and includes monitoring and maintenance of the desired Service Levels to provide quality customer service to NABARD.
- 1.4. **“Scheduled Business Operation Hours”** of NABARD is from 8:00 AM to 8:00 PM (IST) from Monday through Friday. 24*7 Support should be available during business hours onsite and after business hours through mail/ teams/ phone including provisions for emergency onsite support if required.
- 1.5. **“Response Time”** means the elapsed time between the receipt of a Support Call and the target time within which M/s _____ begins Support as verified by a written confirmation to NABARD.
- 1.6. **“Support Term”** is the period starting from the date of this Agreement, consisting of services for five years, it will also mean such further extensions or renewals undertaken in accordance with this Agreement.
- 1.7. **“Upgrade”** means an improved version of the whole or any part of the System.

2 Scope of document

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

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

3 Business Impact of SLA breach

Importance	Criteria	Indicative Business loss
Critical	The identified issue has material business impact and needs to be resolved immediately. This level would typically correspond to issues that result into disruption of most or all critical services to all offices.	Data Analytics services unavailable, resulting in the inability to generate reports or access critical insights, delaying key decision-making. This causes financial losses, reputation damage, and effort from all stakeholders to resolve the issue.
Semi-Critical	The identified issue has significant business impact and needs to be taken up on top priority. This level would typically correspond to issues that result into disruption of one or more critical services to all offices	Delay or unavailability of specific reports or dashboards, impacting operational efficiency or decision-making. This disrupts internal stakeholders, affects reporting cycles, and could delay financial or regulatory reporting.
Non- Critical	The identified issues have almost no impact in terms of business. However, issue needs the attention of SI and shall be fixed on lesser priority.	Reduced functionality or minor data inconsistencies, leading to inconvenience or slower analytics processing. Business continues to operate, but with lower efficiency. Officers and stakeholders are still able to function, though at reduced capacity.

4. Implementation & Support Services

During the tenure of this Agreement, and subject to payment terms, M/s_____ shall Implement and provide Support to NABARD in accordance with the terms and conditions laid down herein.

4.1 Scope of Support Services

The proposed scope of the Support to be provided by M/s_____ (as per Chapter 2“Scope of Work” of the RFP which would be as follows:

4.2 Service Performance

M/s_____ will monitor, track and report on performance parameters as per the relevant clauses of the RFP.

4.3 Support mode

The proposed scope of type of Support and mode to be provided by Vendor

Support mode	Description	Remarks

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

4.4 Support Window

Support window	Description	Remarks
Support Window	Support during Business Operation Hours of NABARD 8 AM to 8 PM (Monday to Friday)	Support through Telephone and Email
	Support after Business Operation Hours of NABARD	Leave an email/ SMS after regular business hours. All calls will be returned the following business day by 10 AM.
Scheduled Maintenance	Time when scheduled maintenance will be performed	Scope & schedule to be agreed mutually with NABARD's Operations Team.

5. Incident Management

M/s_____ will have to resolve the incidents as per the response times indicated in the table given below.

Resolution/ Mitigation Time		
Importance	Response Time	Resolution Time
Critical	30 min	2 hours
Semi-critical	30 min	4 hours
Non-critical	1 hour	24 hours

6. Support Escalation

All incidents that exceed the response time will be escalated to the escalation contacts listed below.

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

Any change in the escalation contacts will be mutually discussed and agreed upon by the Parties.

7. Periodic Review Process

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

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

The SLA will be reviewed at a minimum of once per fiscal year. Contents of this document may be amended as required, provided mutual agreement is obtained and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements/ approvals as required.

8. Inspection and Audit

8.1. It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/ external Auditors appointed by any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc., provided to the Bank and the vendor shall submit such certification by such Auditors to the Bank. The vendor and or his/ their outsourced agents/ sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/ data to them.

8.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the NABARD or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the NABARD regarding compliance of the

observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

8.3. Service Provider further agrees that whenever required by the NABARD, it will furnish all relevant information, records/ data to such auditors and/or inspecting officials of the NABARD/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The NABARD reserves the right to call and/or retain for any relevant material information/ reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the NABARD.

9. Additional Services

9.1 M/S _____ may provide additional services such as advisory and consultancy on such terms and conditions as may be mutually agreed between the parties. These services will be made available on a time and materials basis including expenses at the discretion of M/S _____.

9.2 NABARD regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the system. The Service Provider has to co-ordinate itself with OEM and shall make suitable changes as per the recommendations emerging from VAPTs emerging within the contract period. The vulnerabilities so identified may be fixed by the Service Provider within the predefined timeline as follows:

- A. All Critical & High category Vulnerabilities – To be fixed at the earliest with highest priority and within 30 days of informing.
- B. All Medium Category Vulnerabilities – Within 45 days of informing
- C. All Other category vulnerabilities – Within 90 days of informing

10. Intellectual Property and Confidentiality

- a) In the course of providing Support under this Agreement, M/S _____ creates any documentation or other material protected by copyright, or any other intellectual property right, all legal and beneficial rights to the same shall vest with M/S _____ and NABARD shall have no rights to the same beyond a non-exclusive right to use for internal purposes.
- b) M/S _____ shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of NABARD's information and data in its possession and to prevent unauthorized access thereto or use thereof.
- c) The parties shall treat as confidential the terms of this Agreement and any other information or data, which it receives from the other party in the course of this Support Agreement and shall not disclose the same to any third parties or any of its employees except on a need-to-know basis.
- d) All data captured and reported by Vendor to the Bank in connection with terms of this agreement shall be deemed to be "Confidential Information" for the purpose of this clause and cannot be disclosed by Vendor without written consent of Bank. Likewise, any information provided by Bank in terms of this agreement shall also be deemed to be

‘Confidential Information’ for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to Bank) should be returned back to the other party. Likewise, the data captured by Vendor and retained by Vendor is purely for providing service and based on the agreement entered into with the Bank. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Vendor will be property of the Bank. The Provision of Confidential Information shall survive termination or expiration on this agreement.

11. Subcontracting and Assignment

- a) M/S _____ may engage the services of sub-contractors to perform any of its duties of Support ONLY with prior written permission of NABARD. Unless otherwise agreed in writing, no sub-contracting of such duties shall relieve M/S _____ of responsibility for their due performance.
- b) A copy of contract details entered into between Vendor and sub-contractor to be made available by the vendor to NABARD within ___ days of engaging the sub-contractor.
- c) M/S _____ agrees that it shall not entitled to any of its rights and/ or obligations under this agreement to any entity including affiliates without the prior written permission from NABARD.
- d) If the parties undergo a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this agreement shall be considered to be transferred to the new entity and such an act shall not affect the rights and obligations under this Agreement.
- e) NABARD, including its’ auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another vendor.
- f) The Vendor shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, background checks and other due diligence to examine their antecedents and ensure their suitability for such engagement. The vendor shall retain the records of such verification and shall produce the same to the Bank as and when requested.

12. Limitation of Liability

M/S _____’s entire liability under this Agreement is limited to 15% of total bid value will in no event be liable to NABARD for consequential, incidental, special or other indirect damages such as loss of profits herein whether by contract or tort, even if M/S _____ has knowledge of the likelihood of such damages.

13. Warranties

M/S _____ warrants that the Support services will be performed by appropriately qualified personnel with due care and diligence and to such high standards of quality as it is reasonable for M/S _____ to expect in all the circumstances.

14. Indemnification

M/S _____ shall indemnify NABARD as per the letter of indemnity submitted along with the Technical Bid, which shall be considered part of this Agreement and binding on the Parties.

15. Notices

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

16. Termination of Support Services

A. Order Cancellation/ Termination of Contract

The Bank reserves its right to cancel the entire/ unexecuted part of Purchase Order at any time, by giving 60 days' notice without assigning any reason thereof. Bank shall pay commitment fees during notice period.

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

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

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

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

Bank will not be liable to pay any commitment fee/any other charges during such notice period.

B. Effect of Termination

The bidder agrees that it shall not be relieved of its obligations during notice period.

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

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

17. Dispute Resolution and Arbitration

Any dispute, difference or claim arising out of or in connection with the Agreement which is not resolved amicably shall be decided in accordance with the dispute resolution procedure as set out in the RFP.

18. Miscellaneous

18.1 This agreement shall be effective for a period of years from to ("Term") unless terminated as per the clause provided in this agreement.

18.2 All the terms and conditions stipulated in the RFP dated regarding are considered as part and parcel of this agreement.

18.3 Any provision in this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and is signed by both the parties to this Agreement; in the case of an amendment by each party, or in the case of waiver by the Party against whom the waiver is to be effective.

18.4 Either party or its employees and representatives shall not use the name and/or trademark/ logo of the other party in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of the other party.

18.5 NABARD represents and warrants that it will use the Software solely on computers owned or leased and operated by NABARD.

18.6 NABARD agrees to notify the M/S_____ promptly of the circumstances of which NABARD becomes aware surrounding any unauthorized possession, use, or knowledge of any part of the Software by anyone other than the persons authorized by the NABARD to have such possession, use, or knowledge.

18.7 This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of India and the courts situated in Mumbai shall have the jurisdiction to the exclusion of all other courts situated elsewhere.

18.8 M/S_____ will not release any factual information concerning this Agreement to any person/news media without prior permission of NABARD.

18.9 Terms of Payment and Penalties

In consideration of the Services and subject to the provisions of the RFP and this

Majeure Agreement, the Bank shall pay the amounts in accordance with the Terms of Payment Schedule of the RFP

18.9.1 Vendor shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.

18.9.2 Vendor will not release any factual information concerning these SLAs

Agreement to any person/news media without prior permission of NABARD

THIS AGREEMENT shall be executed in two numbers, one will be kept with NABARD and the other with M/S_____

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

NABARD

M/S_____

Signature:

Signature:

Name:

Name:

Title :

Title :

Place: Mumbai

Place: Mumbai

Date:

Date :

WITNESS

WITNESS

Signature :

Signature :

Name :

Name :

Address :

Address :

Annexure – M
Performance Bank Guarantee Format

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

Ref No: _____

Date: --/--/2024

The Officer-in-Charge
Department for Data Management, Analytics and Business Intelligence,
National Bank for Agriculture and Rural Development
3rd floor, B Wing, C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East), Mumbai - 400 051.
Maharashtra

WHEREAS (name and address of the Technology Service Provider/ Vendor) (hereinafter called – the Technology Service Provider/ Vendor) has undertaken, in pursuance of RFP/contract no..... dated to offer **“Data Analytics Software”**

AND WHEREAS it has been stipulated by you in the said contract that the Technology Service Provider/ Vendor shall furnish you with a Bank guarantee by a scheduled commercial Bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Technology Service Provider/Vendor such a Bank guarantee;

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

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

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

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

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

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

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

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

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

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

.....

Name and designation of the officer

.....

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

Annexure-N

**Declaration on EOI documents authenticity and
compliance
(On the Organization's letterhead)**

I/We hereby declare that we, M/s. _____,

Successfully participated in the EOI titled: "Procurement of Data Analytics Software" (Tender ID - 2024_NABA_831279_1)

were shortlisted in Stage 1 to participate in Stage 2 as per the list of shortlisted bidders available on NABARD's website.

All declarations and documentary proof supporting the Technical Capabilities of the proposed Data Analytics Software which form part of Annexure I to IX of the EOI remain valid and authentic for Stage 2 i.e., Limited RFP

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

Place:

Date:

Signature of Bidder: _____

Name of Signatory: _____

Annexure – O
Document Check List

Bidders should submit following documents as part of Commercial Bid.

Sr. No.	Check List	Annexure	Enclosed Yes/ No
	Commercial Bid		
1.	Bid Submission & Conformity Letter	<u>A</u>	
2.	Letter of Authorisation to Bid	<u>B</u>	
3.	RFP Download Declaration	<u>C</u>	
4.	Non-Disclosure Agreement	<u>D</u>	
5.	Confidentiality Undertaking Format	<u>E</u>	
6.	Bank Mandate Form	<u>F</u>	
7.	Declaration on EOI documents authenticity and compliance	<u>N</u>	
	Commercial Bid		
1.	Commercial Bid Form	<u>G</u>	

	Documents to be submitted by Successful Bidder	Annexure
1.	Escalation Matrix	<u>H</u>
2.	Letter of Indemnity and Undertaking	<u>I</u>
3.	Service Support Form	<u>J</u>
4.	Pre-Bid Queries Form	<u>K</u>
5.	Service Level Agreement	<u>L</u>
6.	PBG	<u>M</u>

-----*End of Document*-----