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

Reference: No. NB. HO. IDD/570/Pol-06/2022-23 dated 07 September 2022

National Bank for Agriculture and Rural Development

Request for Proposal (RFP) for Selection of a National Level PACS Software Vendor (NLPSV)

(Only Through e-Tendering)

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

This document is the property of National Bank for Agriculture & Rural Development (NABARD). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without NABARD’s written permission. Therefore, the use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.
Critical Information

<table>
<thead>
<tr>
<th>Date of issue of RFP document</th>
<th>07 September 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last date for receiving queries by NABARD</td>
<td>05:00 PM on 23 September 2022</td>
</tr>
<tr>
<td>Pre-Bid meeting (Through MS Teams)</td>
<td>11:00 AM on 30 September 2022</td>
</tr>
<tr>
<td>Reply to pre-bid queries</td>
<td>19 October 2022</td>
</tr>
<tr>
<td>Last date and time for submitting a detailed application, including <strong>Technical &amp; Financial Bids/Proposals</strong></td>
<td>11:00 AM on 27 October 2022</td>
</tr>
<tr>
<td>Date and time of opening general information and Technical Bids/Proposals</td>
<td>11:00 AM on 31 October 2022</td>
</tr>
<tr>
<td>Declaration of Names of bidders shortlisted after preliminary scrutiny</td>
<td>Will be uploaded on NABARD’s website</td>
</tr>
<tr>
<td>Date of Presentations by shortlisted Bidders</td>
<td>Will be informed on NABARD’s website</td>
</tr>
<tr>
<td>Date and time of opening of financial bids (only for shortlisted bidders)</td>
<td>Will be informed on NABARD’s website</td>
</tr>
<tr>
<td>Bid Validity</td>
<td>90 days from the last date of bid submission</td>
</tr>
<tr>
<td>Earnest Money Deposit</td>
<td>₹ 5,00,00,000/- (Rupees five crore only)</td>
</tr>
<tr>
<td>Independent External Monitor</td>
<td>Shri P K Sangewar, IRSS (Retd.) H No. 12-5-65/1, Flat No.109 Shri Harsha Sethuram Unique, Vijayapuri Colony, South Lalaguda Secunderabad - 500017 Telangana Email: <a href="mailto:sangewarer@gmail.com">sangewarer@gmail.com</a></td>
</tr>
</tbody>
</table>

**Disclaimer**

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

b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or
on behalf of NABARD is provided to the bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

c) The purpose of this RFP is to provide the bidders with information to assist the formulation of their bids/proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct his/her own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and, wherever necessary, may obtain independent advice.

d) Neither NABARD nor any of its directors, officers, employees, agents, representatives, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

e) NABARD makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

f) This RFP an invitation for Selection of a National Level PACS Software Vendor.

g) No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the selected bidder. This document should be read in its entirety.

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

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

Response Format for RFP

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

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

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

The Bank assumes no responsibility or liability for any costs that may be incurred in responding to this RFP, including attending meetings, visits, etc.
# Table of Content

Critical Information ................................................................................................................. 2  
Definitions ................................................................................................................................. 8  
Abbreviations ............................................................................................................................ 12  
1. Introduction ............................................................................................................................ 13  
2. Objective of Computerisation of PACS ............................................................................. 15  
3. Costs to be borne by bidder .............................................................................................. 16  
4. No Legal Relationship ......................................................................................................... 16  
5. Bidders Obligation to Inform Itself .................................................................................... 16  
6. NABARD’s discretionary rights .......................................................................................... 16  
7. Errors and Omissions .......................................................................................................... 17  
8. Requests for information by bidders ................................................................................. 17  
9. Disqualification .................................................................................................................... 17  
10. Important points .................................................................................................................. 17  
11. Purpose of RFP ................................................................................................................... 18  
12. Business Scope ................................................................................................................... 18  
13. Scope of Work .................................................................................................................... 19  
15. Update, Upgrade and Enhance .......................................................................................... 32  
16. Deliverables and Outcome .............................................................................................. 33  
17. Source code & code documentation ................................................................................. 34  
18. Review of Progress ............................................................................................................. 35  
19. Escalation management ...................................................................................................... 35  
20. Transition Management ..................................................................................................... 35  
21. Project Milestones and Timeline ...................................................................................... 36  
22. Payment Schedule ............................................................................................................. 39  
23. Terms of Payment .............................................................................................................. 40  
24. Executive Summary of the Bidders Response ................................................................... 41  
25. Eligibility criteria ................................................................................................................ 41  
26. Project Team of NLPSV ..................................................................................................... 43  
27. Consortium Details ............................................................................................................ 44  
28. Other Conditions .............................................................................................................. 45  
29. Adherence to Standards ................................................................................................. 45  
30. Subcontractors ................................................................................................................... 45  
31. Representation and Warranties ........................................................................................ 46  
32. NABARD’s Responsibility .................................................................................................. 47  
33. How to apply ..................................................................................................................... 48  
34. Validity of Proposal .......................................................................................................... 50
72. Taken / Brought over of Company .................................................................70
73. Force Majeure ...............................................................................................70
74. IPR Infringement ..........................................................................................71
75. Indemnity .......................................................................................................71
76. Limitation of liabilities ..................................................................................72
77. Rights to Visit ..................................................................................................72
78. Audit ................................................................................................................72
79. Miscellaneous ................................................................................................72
80. Confidentiality ................................................................................................74
81. Data Ownership ...............................................................................................74
82. Third Party Rights .........................................................................................74
Annexure I: State wise- List of PACS .................................................................75
Annexure-II: Business Activities Undertaken by PACS ......................................76
Annexure III: Broad functional requirements from NLPSV .............................81
Annexure IV: Technical Bid for NLPSV .............................................................86
Annexure V: Commercial Bid ............................................................................92
Annexure- VI: Declaration of Clean Track Record ..........................................94
Annexure -VII: Power of Attorney .................................................................95
Annexure –VIII: Letter of Conformity ..............................................................96
Annexure –IX: Earnest Money Deposit (EMD) .................................................97
Annexure-X: Bank Guarantee Form for Performance Security .........................99
Annexure XI: Pre Bid INTEGRITY PACT .........................................................101
Annexure XII: Black List ..................................................................................107
Annexure XIII: Proposed Team Profile ............................................................108
Annexure XIV: Service Level Agreement .........................................................109
Annexure –XV: Non-Disclosure Agreement .....................................................139
Annexure-XVI: INDEMNITY BOND .................................................................146
Definitions

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

- **“Application Software”** means business or technical Software, either packaged or custom-developed using Standard Software, formulated to interface with the users of the data processing system.

- **“AS-IS”** means a baseline document used by the Service Provider to understand the business process in detail and for creating the TO-BE process document for the application to be delivered.

- **Business Requirements Document** refers to document with detailed solution for the project as per needs and requirements of the RFP. It may include but not limited to overall concept, work architecture, flowchart of operations, features and functionalities, overall structure, final output and timeline of completion of milestones.

- **“Custom Software”** means either Standard or Application Software developed by the Supplier under the Contract, including customisations made to packaged Software

- **“Contract”** means the agreement entered into between the Bank and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. Various references such as “Purchase Agreement”, “Purchase Contract”, “Works Contract”, etc. also refer to “the Contract”

- **“Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of all its contractual obligations.

- **“Day”** means calendar day of the Bank.

- **“Effective Date”** means the dates when the obligations as stated in the purchase agreement come into full force and effect.

- **“Full Implementation” or “Complete Roll-out”** means implementation of the application System after User Acceptance Test.

- **“Implementation Period”** means the period starting from the installation to the conclusion of Implementation at the sites specified in the Functional and Technical Requirements.

- **“Installation”** means the Supplier’s written notification indicating that the Systems (or a specific part thereof) have been installed by the Supplier in accordance with Contract requirements and the Project Plan and are ready for Acceptance testing.

- **“Intellectual Property Rights”** means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests, world-wide, whether vested, contingent or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease,
transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorise or assign others to do so.

- **“Maintenance Period”** is the number of years specified in the RFP for annual maintenance of application and annual technical support for software in respect of all software provided under the Purchase Contract, as measured from the expiration of the Warranty Period, and is used for evaluating the bids.

- **“NABARD”** means National Bank for Agriculture and Rural Development.

- **“Purchaser”** means “National Bank for Agriculture and Rural Development”, or “NABARD” or “the Purchaser” and in the present documents, means, NABARD, Mumbai.

- **“Products”** means all of the Software and other services that the Supplier is required to install or provide under the Agreement, plus the associated documentation.

- **“Services”** means those services associated with the supply, installation and maintenance of the Systems, as defined in the Contract.

- **“Software”** means instructions that cause data processing systems to perform in a specific manner or execute specific operations.

- **“Standard Software”** means system and general-purpose Software. System Software includes the operating system, communications system and network management and utility software. General purpose Software includes word processing, spreadsheet and generic database management and application development software.

- **“Source Code”** means the database structures, dictionaries, definitions, program source files, dependent libraries and any other representations necessary for the compilation, execution and subsequent maintenance of the Custom and/or Application Software.

- **“Supplier’s Representative”** means the duly authorised representative of the Supplier, approved by the Purchaser to manage and be responsible for the Supplier’s performance under the Contract.

- **“The Bidder” or “the Vendor”** means the individual or firm supplying or intending to supply the application software, and associated services under this Contract.

- **“Service Provider”** means the bidder to whom the contract under this RFP is awarded.

- **“The Contract Price”** means the price payable to the selected bidder under the Contract for the full and proper performance of its contractual obligations.

- **“The System,”** means National Level PACS Software Solution proposed covering the areas outlined in the RFP. It also refers to “the Solution”.

- **“TO-BE”** Document means a self-contained document (a solution document) prepared by the successful bidder giving details of application system that will be implemented, based on the “AS-IS” document and which will form the basis for developing ‘the System’.
“Warranty Period” is the period specified in the Service Level Agreement, following Acceptance of the Systems, during which the Supplier’s Warranty obligations in respect of the Systems are in force.

“Base level” indicates the basic functions of a particular PACS which includes but not limited to Deposit, Credit, Procurement, Book keeping, MIS, etc.

Converging technologies means bringing previous technologies together while developing software and also to make it capable enough to adapt to any technological changes/upgrades.

“Geotagging” means adding geographical information of PACS and its infrastructures.

“Micro-services” means Software programmes that are aimed at organizing the applications as a collection of loosely coupled and re-usable services. Micro-services in NABARD projects are aimed to improve response time through light weight protocols and as ingredients of a Service Oriented Architecture (SOA), to have faster development and integration in a public and/or controlled re-usable environment.

“Coordinating software” means all such software which are necessary for the main proposed software module to work. This could be data-base, visualization, security, mobility etc. related.

“Professional staff” means all personnel who are engaged in core IT/Digital Engineering, Planning, Development, Operations, IT support and coordination. It will not include Admin and other support professionals such as HR etc.

“Multi-format Databases” recognizes that data could be residing in many formats like Excel, CSV, word processors, manual or semi-automated formats.

“Existing Investment” means that as an organization, NABARD has been investing in a number of IT and digital capabilities such as Hardware, Software, Databases, People, collaborations and partnerships over different periods of time, to make live IT/Digital enablers for its own use as well as for the use of its subsidiaries and regulated financial Institutions. All such investments are clubbed under this definition.

“Cutting edge technologies” means the high level current IT technologies such as AI, ML, Block Chain, etc.

“Go Live” means the stage at which desired functionalities/modules will be implemented in the NLPS and the same can be seamlessly used by PACS for their day to day operations (End of the Day) without any hurdles.

“User Acceptance Test” refers to test performed by NABARD or a third party agency selected by NABARD to verify software system’s ability to perform intended task before “Go Live”

“Single Point of Contact” refers to person or department that is designated to handle all request or inquiries coming from a client, program or project.

“System Integration Test” means test on various subsystem components of the software which may involve hardware and software to verify the ability of the integrated system to perform intended tasks.
“Operating Profit” means profits earned by a company/ organisation from its core business operations, without considering interest and tax deductions components.

“Letter of Acceptance” means a formal letter from service provider to NABARD stating their acceptance of terms and conditions of the contract.
### Abbreviations

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AI</td>
<td>Artificial Intelligence</td>
</tr>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
</tr>
<tr>
<td>BFSI</td>
<td>Banking, Financial Services and Insurance</td>
</tr>
<tr>
<td>BRD</td>
<td>Business Requirement Document</td>
</tr>
<tr>
<td>CMMI</td>
<td>Capability Maturity Model Integration</td>
</tr>
<tr>
<td>CPPP</td>
<td>Central Public Procurement Portal of Government</td>
</tr>
<tr>
<td>CBS</td>
<td>Core Banking Solutions</td>
</tr>
<tr>
<td>DC</td>
<td>Data Centre</td>
</tr>
<tr>
<td>DRC</td>
<td>Data Recovery Centre</td>
</tr>
<tr>
<td>DevSecOp</td>
<td>Development plus security plus operations</td>
</tr>
<tr>
<td>Ddos</td>
<td>Distributed Denial of Service</td>
</tr>
<tr>
<td>DCCB</td>
<td>District Central Cooperative Bank</td>
</tr>
<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>ESIC</td>
<td>Employee State Insurance Corporation</td>
</tr>
<tr>
<td>EPFO</td>
<td>Employees’ Provident Fund Organisation</td>
</tr>
<tr>
<td>ERP</td>
<td>Enterprise Resource Planning</td>
</tr>
<tr>
<td>FMCG</td>
<td>Fast-Moving Consumer Goods</td>
</tr>
<tr>
<td>GDPR</td>
<td>General Data protection Regulation</td>
</tr>
<tr>
<td>GFR</td>
<td>General Financial Rules</td>
</tr>
<tr>
<td>GoI</td>
<td>Government of India</td>
</tr>
<tr>
<td>ICAI</td>
<td>Institute of Chartered Accountants of India</td>
</tr>
<tr>
<td>IPR</td>
<td>Intellectual Property Right</td>
</tr>
<tr>
<td>ISO</td>
<td>International Organisation for Standards</td>
</tr>
<tr>
<td>IoT</td>
<td>Internet of Things</td>
</tr>
<tr>
<td>LAMPS</td>
<td>Large Area Multi-purpose Cooperative Society</td>
</tr>
<tr>
<td>LOI</td>
<td>Letter of Intent</td>
</tr>
<tr>
<td>ML</td>
<td>Machine Learning</td>
</tr>
<tr>
<td>MSE</td>
<td>Micro and Small Enterprises</td>
</tr>
<tr>
<td>MoC/MOC</td>
<td>Ministry of Cooperation</td>
</tr>
<tr>
<td>NABARD</td>
<td>National Bank for Agriculture and Rural Development</td>
</tr>
<tr>
<td>NLDR</td>
<td>National Level Data Repository</td>
</tr>
<tr>
<td>NLDHV</td>
<td>National Level Data Repository vendor</td>
</tr>
<tr>
<td>NLMIC</td>
<td>National Level Monitoring and Implementation Committee</td>
</tr>
<tr>
<td>NLPS</td>
<td>National Level PACS Software</td>
</tr>
<tr>
<td>NLPSV</td>
<td>National Level PACS Software Vendor</td>
</tr>
<tr>
<td>NPA</td>
<td>Non Performing Asset</td>
</tr>
<tr>
<td>ONDC</td>
<td>Open network for Digital Commerce</td>
</tr>
<tr>
<td>OEMs</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>PC</td>
<td>Personal Computer</td>
</tr>
<tr>
<td>PACS</td>
<td>Primary Agricultural Co-operative Society</td>
</tr>
<tr>
<td>StCB</td>
<td>State Cooperative Bank Ltd/State Level Apex Bank Ltd</td>
</tr>
<tr>
<td>STCCS</td>
<td>Short Term Cooperative Credit Structure</td>
</tr>
</tbody>
</table>
1. Introduction

1.1 This Request for Proposal document (‘RFP document’ or RFP) is for inviting potential software companies to provide a comprehensive, multifunctional model and modular software for modernization/computerization of Primary Agricultural Credit Societies (PACS).

1.2 About NABARD

1.2.1 National Bank for Agriculture and Rural Development, is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as “NABARD”) to oversee, facilitate, enable various initiatives and strategies in these sectors which include, but are not limited to rural financing, agri financing, refinancing, creation of agri and rural infrastructure, policy making, coordination and collaboration between stakeholders, assistance to standardization of technologies and creation of necessary bridges between modern financial ecosystem and the rural economy waiting to be enabled and included.

1.2.2 NABARD has its Head Office at Plot No. C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices, Training Establishments and other setups in different cities across the country.

1.2.3 NABARD’s mission is to “promote sustainable and equitable agriculture and rural development through participative financial and non-financial interventions, innovations, technology and institutional development for securing prosperity”. Detailed information regarding the functions of NABARD are provided on the website – www.nabard.org

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

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

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

1.3 About PACS

1.3.1 PACS are owned by farmers, rural artisans etc. and aim at promoting thrift and mutual help among the members; cater to their credit requirements and provide credit-linked services like input supply, storage and marketing of agricultural produce, etc.
1.3.2 The large out-reach of PACS to the Small & Marginal Farmers (SMFs) makes them a systemically important class of agricultural credit purveying institutions. Further, there is a felt need to develop cooperatives as vibrant business enterprises by enabling them to provide multiple services to their members with support of technology to fulfil members’ requirements.

1.3.3 Keeping in view the above and to make PACS self-reliant in tune with ‘Atmanirbhar Bharat Abhiyaan’, the Government of India (GoI) will be implementing the Centrally Sponsored Project for Computerisation of Primary Agricultural Credit Societies for a period of five years from 2022-23 to 2026-27.

1.3.4 Large Area Multipurpose Societies (LAMPS) or any other societies similar to PACS will also be covered in this project. At present, there are about 63,000 functional PACS, LAMPS, etc. in the country. The no. of PACS present across the states is given in Annexure-I. The business activities undertaken by PACS are detailed in Annexure-II.

1.4 NABARD will be responsible for implementation of the project at the central level under the guidance and directions of National Level Monitoring and Implementation Committee (NLMIC) and Ministry of Cooperation (MoC), Government of India (GoI). Further, NABARD will also act as a custodian on behalf of GoI of the common software and all the financial and personal data generated/captured on the software. For more clarity on background of the project, terminologies used in this RFP, bidders may refer to scheme guidelines and other resources available on the Ministry of Cooperation’s website -http://cooperation.gov.in/

1.5 **Prime responsibilities of NLPSV**

1.5.1 Provide a National Level PACS ERP Software

1.5.2 Customise the software based on the requirement of each state.

1.5.3 Facilitate the SIs, in deployment of the PACS software.

1.5.4 Provide help desk support to SIs during the project period.

1.5.5 Provide training and training materials /solutions on the software, to trainers under Training of Trainers (ToT) arrangement.

1.5.6 Play the role of System Administrators.
2. **Objective of Computerisation of PACS**

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

2.2 To bring in accuracy and uniformity in the conduct of business, accounting with entries originating at the transaction level and reporting thereof through standardization of processes, implementation of Common Accounting System (CAS), Generation of consolidated Financial Statements, Management Information System (MIS), Generation of reports at National Level, State level and as per the requirement of other stakeholders such as GoI/NABARD/ State Govts., etc. and Geographic Information System (GIS)/ Geo-tagging of PACS infrastructure and compliance to stipulations.

2.3 To transform PACS into multi service entities offering to members in particular and the rural population in general, an array of services covering agriculture and allied activities; financial and non-financial products.

2.4 To seamlessly connect PACS with the higher-tier institutions and Government departments in the domains of agriculture, banking and rural development for dissemination of knowledge to grassroots.

2.5 To leverage on the unique strength of PACS captive member base to design and offer personalized products and services and thereby improve the socio-economic landscape of rural India.

2.6 To ensure accurate delivery of funds and subsidies through DBT to the targeted beneficiary groups.
2.7 To enable PACS to integrate onto various GoI’s platforms which are operational or which may become operational in future.

2.8 To enable PACS to provide doorstep banking services to facilitate easier access to banking services.

2.9 To enable PACS to utilize digital acceptance infrastructure like Point of Sale (POS)/mobile POS(mPOS)/QR Code readers/Green PIN solution/ BHIM Aadhaar Pay device etc. in the establishments run by PACS like fertilizer shops, Seed Processing Units etc., to facilitate cashless/digital transactions.

2.10 To expand financial services to unbanked and underbanked villages/areas, improve the overall performance and efficiency of PACS and STCCS, increase rural employment opportunities and reduce migration to urban areas.

2.11 To enable PACS to efficiently integrate into agri value chain through e-commerce platforms such as Open Network for Digital Commerce (ONDC).

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

4. No Legal Relationship
No binding legal relationship will exist between any of the bidders and NABARD until execution of a Service Level Agreement (SLA).

5. Bidders Obligation to Inform Itself
5.1 The bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

5.2 Each bidder having responded to this RFP acknowledges to have read, understood and accepted the selection & evaluation process mentioned in this RFP document. The bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of response to this RFP.

5.3 The bidder will, by responding to NABARD for RFP, be deemed to have accepted all the terms and conditions as stated in this RFP.

5.4 Bidders may regularly visit NABARD’s website (www.nabard.org)/CPPP/ eproc portal (https://nabard.eproc.in) from time to time (till the deadline for bid submission) for any updates in respect of the RFP document notice, if any. Failure to do so shall not be a reason for absolving the applicant of his/her liabilities to submit the RFP document complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.

6. NABARD’s discretionary rights
6.1 **NABARD** may, in its absolute discretion, seek additional information or material from any bidders after the RFP closes and all such information and material provided will be taken to form part of that bidder’s response.

6.2 Bidder/s may provide details of their contact person, telephone, mobile number and full address(s) to ensure that replies to RFP be conveyed promptly.

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

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

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

7. **Errors and Omissions**

Each bidder should notify NABARD of any error, fault, omission, or discrepancy found in this RFP document but not later than 23 September 2022.

8. **Requests for information by bidders**

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

8.2 All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via letter/email. NABARD will try to reply, without any obligation in respect thereof, every reasonable query raised by the bidders in the manner specified.

8.3 However, NABARD will not answer any communication reaching NABARD later than the time stipulated for the purpose.

9. **Disqualification**

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

10. **Important points**

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

10.1 Relevant documents must be submitted as proof wherever necessary. All the pages must be stamped with company seal and signed by the authorized signatory of the bidder.

10.2 Separately faxed/emailed/posted copies of any documents, unless specifically asked for, are not acceptable and will be rejected by NABARD.

10.3 Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
10.4 If the bids do not contain all the information required or are incomplete, the bids are liable to be rejected.

11. Purpose of RFP

11.1 The purpose of this RFP is to select a Service Provider for Centrally Sponsored Project for ‘Computerisation of Primary Agricultural Credit Societies (PACS)’ which includes but is not limited to supply of a common Enterprise Resource Planning (ERP) software, implementation, posting, migration, testing, bug-fixing, training and providing operations, maintenance and support to 63000 PACS for a period of 5 years.

11.2 The solution may use latest cutting edge technologies available to ensure sustainable support to the business functions of PACS.

11.3 To select a software Service Provider which has an understanding of the vibrant environment of PACS as well Short Term Cooperative Credit Structure (STCCS) in the country so as to deliver a comprehensive software solutions for the growth of cooperative ecosystem.

12. Business Scope

12.1 NABARD is in the process of implementing a nationwide project for computerisation of PACS by deployment of an Enterprise Resource Planning (ERP) software on a turnkey basis.

12.2 The ERP software is expected to capture and manage the various tasks performed by PACS across the country. The ERP software shall be able to capture data on all functionalities of PACS, both credit and non-credit and shall also abide by standard data security and data storage parameters. It should be customizable for the state specific needs. It should also be capable to be integrated to Core Banking Solutions (CBS) of state specific DCCBs and StCBs while complying with all relevant regulatory norms. The software should be capable for interoperability and modifications that System Integrators may perform/request to be performed to ensure integration/interface of the PACS with DCCBs/StCBs, other stakeholders and NLDR.

12.3 The envisaged applications/software will adhere to the e-Governance standards concerned (http://egovstandards.gov.in) including “Policy on Open Application Programming Interfaces for Government of India” and “Policy on Adoption of Open Source Software for Government of India”.

12.4 The software identified will be generic and would be customizable to meet the needs of the states. Software should be in vernacular language.

12.5 The Service Provider shall provide training to National level and State level trainers, as also to personnel from the Central and State level System Integrators (who will implement the software in the PACS) under Training of Trainers (ToT) arrangements so that System Integrators (SI) are able to do complete handholding of PACS functions at the base level in all modules. The ToT modules can be in hybrid form- learning mode and physical mode including infographics. The training process shall conform to directions issued from time to time by GoI/State Government/NABARD and various training institutes in the cooperative structure in various States.
12.6 The exact requirement gathering will be the responsibility of the service provider during requirements gathering stage and needs to be approved by NABARD by signing off the AS-IS and TO-BE (solution document) documents.

13. Scope of Work

13.1 Introduction

13.1.1 PACS are one of the fundamental last mile delivery and value chain enablers of the rural credit system. In addition to the core functions of channelizing credit over a period of time, they have been entrusted with other key functions such as fertilizer distribution, agriculture input distribution, agriculture produce procurement, marketing, trading, etc.

13.1.2 The modern technology which has created aspirations of a connected and seamlessly functioning rural economy enjoins PACS to be brought to speed up its functioning to make the system efficient, transparent, amenable to operational efficiencies based on data analytics and customer experience so as to enable policy makers to have visibility for channelizing the resources for a quicker delivery of the desired state.

13.1.3 The PACS are at different levels of maturity in adoption of advancements in telecom and digitization due to many factors including shortage of funds, lack of standardization in hardware and software and lack of a centralized, secure and monitorable common infrastructure to oversee and ensure smooth functioning.

13.1.4 Pursuant to the above state of affairs, the MoC, GoI has started an initiative to be implemented by NABARD to bring a comprehensive approach to standardize the computerization of PACS.

13.1.5 The Centrally Sponsored Project for ‘Computerisation of PACS’ will inter-alia include procurement of National Level PACS Software (NLPS), empanelment of System Integrators(SIs) for supporting installation, maintenance and service of the software, and also a project management office.

13.1.6 The current RFP is for the NLPS as provided in greater details in this RFP in the following pages. For avoidance of doubt, it is clarified that the successful bidder for this part of the project shall also be eligible for other parts of the project as narrated heretofore.

13.1.7 The computerisation of Primary Agricultural Credit Societies/ Large Area Multipurpose Societies (LAMPS)/ any other societies similar to PACS is proposed to done in a phase wise manner. During first year 13,000 PACS is proposed to be computerized, followed by an additional 20,000 PACS in 2nd year and 30,000 PACS in 3rd year.
13.1.8 One common ERP software application i.e. National Level PACS Software (NLPS), customisable for state specific needs, to capture data on all functionalities of PACS, both credit and non-credit, including system software with Disaster Recovery features, etc. is proposed to be provided to all the PACS in the project.

13.1.9 The Service Provider shall deliver a Comprehensive ERP solution covering Membership, financial services – deposits; lending including ST, MT and LT, procurement, processing units, PDS, Business planning, warehousing, merchandising, borrowings, asset management, human resource management, RuPay / KCC integrations etc. with cyber security.

13.1.10 NABARD shall float a separate RFP for System Integrators (SIs) who shall be required to supply hardware, prepare legacy data, digitise and port this data into software. The SIs shall also recommend state specific customization required in the common software and provide the support system. In the project, there will also be a provision to run the software on offline mode and later upload the data in the system in case of network issue. The NLPS shall be required to have the necessary capabilities for working with standard architecture of hardware, data ingestion and data management systems.

13.1.11 It is clarified that given the different level of maturity of PACS, varieties of activities being undertaken by the PACS, the implementation shall be on a modular and agile approach and the software should be capable of supporting such approach.

13.1.12 NLPSV shall provide training on use of software to SIs and National Level Training Institutions (list will be separately shared by NABARD on award of contract) and to staff of NABARD. The bidder shall use latest tutorials methods of training.

13.1.13 Central and State level Project Monitoring Units (PMU) set up by NABARD shall ensure implementation and monitoring of the project at Central and State Level.

13.1.14 It is clarified that the PACS Computerisation project is a National project which is anchored on NLPS being centrally acquired and centrally deployed and as such the Service Provider shall approach independently any PACS and their controlling authority for independent employment.

13.2 Approach

13.2.1 The software and the hardware is expected to provide integrated seamless user experience. Accordingly, the software should either be completely device agnostic or it should adapt itself in an intelligent manner to the end point used.

13.2.2 The architecture is aimed to be based on API and micro-services compatible so as to enable e-commerce, payment gateway, mobile and internet based service delivery along with outsourcing of part or whole of the customer journey like customer acquisition, recovery, accounting, etc.
13.2.3 Given that the user experience needs to be multilingual, the software must support multilingual inputs and interfaces in screen display and reports, while retaining SI numerals.

13.2.4 The software should support optical character recognition so as to support scanning of old documents and other multi-format databases.

13.2.5 It is envisaged that PACS that will be computerised under the project shall have at least 2 branches.

13.2.6 Based on wide consultation and interaction along with the observation with PACS which have matured level of computerisation, NABARD proposed to have this NLPS on ERP software application format.

13.2.7 The approach of NABARD is to use multi-formats viz., collection, storage and retrieval of data in multiple formats and converging technologies useful for delivering the PACS functions. This includes web-based connectivity, 4G, 5G telecommunication, creation of option for geo-tagging of PACS and its infrastructure, IoT, payment systems available for third parties and enabling e-commerce working seamlessly in one common software platform. It is clarified that the bids submitted pursuant to this RFP shall be comprehensive and the successful bidder has to integrate outsourced modules if any before delivering it to the project.

13.2.8 The Service Provider shall prepare and submit an Approach Document as well as a Technical Architecture to NABARD.

13.2.9 The Service Provider shall submit AS-IS and TO-BE documents to NABARD on the NLPS.

13.2.10 The Service Provider shall also provide a detailed Project Plan consisting of, but not limited to, the resource allocation, ownership, responsibilities, risks and mitigation strategies, schedule and milestones, deliverables, sign-off criteria, requirements/inputs from NABARD etc.

13.2.11 The Service Provider shall prepare and implement detailed end to end project plan for rollout aligning to the major milestones specified in the RFP such as end user system requirements, migration, UAT, training, bug fixing, security testing, Go-Live, warranty, support, etc.

13.3 **Workflow and Architecture**

13.3.1 The software is expected to be hosted from a centralised data centre along with a disaster recovery centre, which shall be called as National level Data Repository (NLDR), setup through open bidding process by NABARD. During the initial setup, the software shall be hosted in NABARD’s Data Centre. However, the software shall be Nutanix compatible and portable. Depending on the scale of subsequent rounds of implementation and the speed of adoption, it may be necessary to create further data centre or move part or full of the workloads to the cloud. Therefore, it is expected that the software should support all the three formats namely on-premises, cloud only and hybrid. The application should have high availability in both DC and DR. DC to DR replication has to be configured by the bidder.
13.3.2 The proposed storage solution will store the data on premise to begin with, but the NLDR architecture suggested should enable migration to cloud in a seamless manner, as may be decided by NABARD in the future.

13.3.3 The proposed NLPS should exhibit following features:

- User Centric: The architecture should begin with users and their requirements and flow backwards. The proposed NLPS should continuously evolve to meet new and changing user information needs.

- Adaptable: The NLPS should manage the data flow from the source systems to data warehouse and finally to users through interconnected and bidirectional data pipelines. The data objects should serve as that which are continuously reused, repurposed, and replenished to ensure the steady flow of high quality, relevant data to the PACS users.

- Flexible: The NLPS Solution must be flexible enough to support multiple types of users, load operations, refresh rates (e.g., batch, mini-batch, and stream) and query operations (e.g., create, read, update, delete).

- Governed: The architecture of the NLPS Solution must define access points, access control and usage framework for each category of user to meet their information requirements. Users may be classified as data generators, collectors, data aggregators, data managers, data consumers, data explorers, data analysts, data scientists, etc.

- Resilient: The NLPS Solution should be resilient in nature, with high availability, disaster recovery, and backup/restore capabilities.

- Secure: Security features of the solution to conform to industry standards including Information Technology Act 2000, Information Technology Rules 2011, Aadhaar (Data Security Regulations) 2016 (if Aadhaar is used in any manner as part of the solution), GDPR, ISO standards, Personalized Data Protection Bill 2018, etc. The bidder shall provision and monitor security layers, Firewall intrusion prevention / detection (network and host level) Anti-virus, event logging and correlation, vulnerability protection through implementation of proper patches and rules and the following:

  - Vulnerability Assessment and Penetration testing before go-live of any module
  - Database Activity Monitoring
  - Dedicated Hardware Security Module
  - Multi-Factor Authentication
  - Privileged Identity Management
  - SSL VPN
  - Anti-DDoS (Distributed denial of Service)
  - Data Leakage Prevention

13.3.4 Interfaces shall be developed in NLPS for both inwards (API/micro-services/service layers) and outwards (Payment gateway, Account/Data aggregators) journeys of the PACS customers.
13.3.5 The software shall enable intra PACS communication between branches of PACS.

13.4 Design, Concept and Development

13.4.1 The required NLPSV shall be responsible for providing the software architecture, software design and its adherence to the standard practices of the software development life cycle. These documents shall be provided for pre-approval to the empowered in-house or external expert nominated by NABARD to rule out any design level deficiencies.

13.4.2 The responsibilities of the successful Service Provider shall include design, develop, test, customise, parametrise and implement the NLPS Solution as per the terms of the RFP and requirement of the State. Service provider needs to visit all the States where project is being implemented and incorporate state specific features, during the process of the development of the software.

13.4.3 To deliver a comprehensive solution in ERP or any other standard covering membership financial services-deposits; lending including ST, MT and LT, procurement, processing units, PDS, Business planning, warehousing, merchandising, borrowings, assets management, human resource management, and other business functions of the PACS (indicative list is given in Annexure-II).

13.4.4 Cyber security: To design secured modules of the software, provide patches and enhancements to meet the requirement of VAPT, security audit and other cyber security policies as determined and conveyed by NABARD/NIC/other authorized agencies from time to time.

13.4.5 Setting up of required environments- development, training, testing & production.

13.4.6 Provide recommended sizing of hardware and coordinating software other than NLPS (for NLDR and end user) to ensure high availability, extendibility, scalability, redundancy and performance of the solution and to meet the technical and functional requirements of the NLPS Solution taking into consideration the current as well as projected volumes, as per the terms of the RFP.

13.4.7 Provide necessary enabler for onsite managed services for system administration, data base management, application development by providing adequate resources that are qualified and experienced, at defined stages of services and system support.

13.4.8 Extend at no extra cost, enhancements, developments and integration support as well as renewal of licenses if and wherever applicable during the Contract Period, and warranty for the NLPS Solution during the Warranty Period, wherever required and as specified in Clause No 31. (warranty)

13.4.9 Software should support the test and development environment which should be capable of conducting end-to-end User Acceptance Tests (UATs). The testing environment should be provided by the Service Provider. The software should be able to meet all the testing requirements and pass such integration, system, UAT, security tests.
13.4.10 Provide suitable monitoring software for monitoring of the performance of all software components.

13.4.11 Provide suitable backup solution, which is modular and non-pluggable.

13.4.12 Provide manuals / documentation, including all user and technical documents for all functionalities / modules / tools forming part of the NLPS Solution, in electronic format. In addition, provide online help with search option to all users for all applications forming part of the NLPS Solution. These manuals should be in digital, modular, searchable formats.

13.4.13 Robotic Process Automation (RPA) and deployment of Bots, whenever necessary for process automation, more specifically in the service data, software support and user support areas.

13.4.14 The solution shall have an integrated loan origination, processing and sanctioning system for loans panning across PACS, DCCB branch and DCCB Head Office or StCB branch and StCB Head Office (in case of Two Tier Cooperative System).

13.4.15 Document the project requirements, wherever necessary and provide framework for the functionalities as required to support the PMU setup by NABARD, dashboard maintenance, disaster recovery needs, etc.

13.4.16 Provide integration services with systems of other related government such as OASYS for PDS and all type of third-party applications including those which are provided as part of this solution.

13.4.17 The Service Provider shall enable Geo-tagging of PACS and its related infrastructure i.e. the godowns / outlets/ store facilities etc. owned/ managed by PACS.

13.4.18 The NLPS shall provide interface for PACS members so as to facilitate account management, loan status, account statement, online grievance redressal, knowledge sharing, etc. through mobile and web based solutions.

13.4.19 Development and establishment of a MIS for the different users at functional departments and operations of PACS, specified external stakeholders for their internal, external and regulatory purposes duly ensuring speed, data integrity and consistency. Customization of all MIS (Management Information System) reports arising out of the NLPS, as and when required by all stakeholders.

13.4.20 Development of modules in a logical phase wise manner.

13.4.21 To ensure Application Hosting Security, Hosting Security, Application Performance Monitoring (APM), Backup Services, Database Support Service, until an NLDR is set up.

13.4.22 Analysing the periodic test results/databases of the software and suggesting changes to the solution as concluded through such analysis by making changes directly or as agreed with NABARD.

13.4.23 The solution shall feature the ability to collate and showcase through dashboard, ground level data/ information of various operations like...
membership, lending, recoveries, input sales, etc. of PACS, at level of village, Taluka, district, sub district and State.

13.4.24 The application shall accommodate parameters such as Scale of Finance (SoF), relevant mapping, crop types, Normal Credit Limit (NCL) templates, etc. as required for KCC (Kisan Credit Card scheme).

13.4.25 The NLPSV shall remain in touch with State Level Implementation and Monitoring Committees (SLIMC) to understand parameterisation requirement in coordination with System Integrators (SIs). If required, Service Provider shall interact with the State Level Committees to understand State Level Customisation requirement which are required to be built in to the NLPS.

13.4.26 The Service Provider shall communicate with NABARD and arrange for preparation as well as generation of reports at National & State Level or as per the requirement of stakeholders such as GoI/ NABARD/ State Governments/ RBI.

13.4.27 The solution shall be capable of executing centralised deployment, day begin and day end operations allowing some needed flexibility at individual PACS level.

13.4.28 The software shall enable seamless integration or interfaces to all the relevant governmental agencies and departments such as PACS as Common Service Centers (CSC), PFMS, e-NAM, JanSamarth, etc. whenever required.

13.4.29 The software shall support add on devices such as microATMS, PoS machines, biometric devices, e-Sign/digital signature, etc.

13.5 **Hardware and Third-Party related integration**

13.5.1 The hardware specification for the UAT, Development, Production, Pre-Production, and the DR environment needs to be provided by the bidder.

13.5.2 Service Provider solutions that leverage the existing investment shall be preferred. The Service Provider shall ensure that the NLPS Solution is adaptable to any other system implemented/to be implemented by NABARD on its systems and for infrastructure platform. Additionally, keeping the benchmarking exercise in view, the Service Provider shall be expected to advise the enhancements to existing system and if so decided, incorporate it suitably in the software.

13.5.3 The Service Provider shall procure third party hardware or software subject to prior written approval of NABARD. In case of any conflict of interest for the Service Provider in relation to the supplier of relevant hardware or software, the Service Provider shall disclose such conflict of interest in writing to NABARD prior to procurement. NABARD shall have the sole right to approve or reject a supplier at its discretion, and further shall have the right to prescribe a procurement process which may include reverse auction.

13.5.4 The Service Provider shall ensure, document and present continuous improvement and competitive best practice strategy and shall on a regular basis (at least annually) consider whether new technologies, software, or
necessary and supporting hardware may exist which would improve the performance and efficiency of the NLPS Solution. In the event more efficient technology or supporting hardware comes into use during the implementation of the NPLS solution and NABARD decides to go for it, the Service Provider shall, at its own cost, implement and integrate the software and procure such additional software and supporting hardware, as may be necessary for implementation and integration of the NLPS Solution.

13.5.5 If any software or supporting hardware proposed to be incorporated as part of the NLPS Solution becomes obsolete or otherwise not part of standard industry practice during implementation of the NLPS Solution, the Service Provider will be required to replace such obsolete software or supporting hardware, at no cost to NABARD.

13.5.6 In the event any new or more efficient technology, software or supporting hardware comes into use during the Contract Period but after the implementation of the NLPS Solution, the Service Provider shall implement such new or more efficient technology, software or supporting hardware as mutually agreed and acceptable to NABARD and on mutually agreed terms and conditions between NABARD and the Bidder.

13.5.7 The Service Provider shall be responsible for smooth operation of the NLPS Solution from the angles of sizing, integration and failover. For this purpose, as mentioned earlier, coordination and collaboration with the NABARD’s existing hardware supplier(s) and System Integrator(s) may be necessary and the Service Provider shall provide the necessary knowhow and manpower for ensuring this. The necessary configuration should be benchmarked to “highly available”. The configuration should be such that there is equitable distribution of the load in the configuration and if a failover occurs then the server running should be able to take the full load. The hardware sized for all the applications forming part of the NLPS Solution should be redundant and scalable.

13.5.8 The NLPSV shall play the role of System Administrator throughout the project/ agreement period. As System administrator, the NLPSV will be responsible for supporting, trouble shooting and maintaining computer servers and networks which may include but is limited to

a. Managing the application system
b. Upgrading, installing, configuring, application software and related hardware.
c. Troubleshooting and providing technical support.
d. Creating and managing system permission and user account.e. Performing regular security tools and security monitoring.
f. Maintaining network and network file systems.
g. Provide necessary contact points for SIs to resolve issues.

13.6 Roll out map

13.6.1 NLPS proposes to digitise at the most minimum the following PACS journey (both inward facing and external facing): -
13.6.1.1 Business related: Account opening, account maintenance, account closure, loan disbursement, loan collection, remittances, sales, share receipt generation, marketing, etc.

13.6.1.2 Back-office activities: Ledger keeping, maintenance of societies minutes, information system, risk management, generation of due and overdue reports, reminders, collection function, inventory management, inventory updating, procurement, stock management, etc.

13.6.1.3 Compliance: Generation of reports to Registrar of Cooperative Societies (RCS), DCCBs, StCBs, NABARD, RBI, State Governments and Government of India.

13.6.1.4 HR, Finance, and IT: Drawing of periodical balance sheet, Profit & Loss accounts, Receivables, shareholder accounting, running the payroll, attendance of employee including the management and reporting of EPFO etc. wherever required, taxation, etc.

13.7 Training, Testing, Documentation, Maintenance and Support

13.7.1 Training

The training envisages training for 1500 master trainers at various levels of stakeholders such as System Integrators, National & State Level Training Institutions, NABARD, State Govt. agencies. There will be two live sessions in physical mode for each trainee in local language. For this purpose, the winning bidder shall deliver the following:

13.7.1.1 Training for SIs, Training Institutions, initial project leaders from state, NABARD’s or NABARD’s identified system professional, etc. in the batches of at least 50 users. The Service Provider shall provide and maintain the training environment by rightsizing the hardware, software and any other application / solution to conduct and support internal training programs. The commercial quote for training to more than 1500 master trainers shall be provided by the bidder, as sought in Annexure-V. The training model viz., onsite/off-site and list of master trainers shall be communicated separately by NABARD after award of the work.

13.7.1.2 The Service Provider shall prepare a ToT calendar and accordingly provide comprehensive training covering all functional and technical aspects of the NLPS Solution to all the individuals identified by NABARD, Training Institutions, SIs, StCBs and DCCBs. This will include technical training, executive training, end user training, super user training through audio visual methods in local/vernacular language. This is expected to be one time exercise. However, NABARD may decide for a repeat training to set of the first batch of trainers.

13.7.1.3 To provide scope for System Integrators (SIs) to connect the subsystems/components of ERP or any other software as per the requirement set under PACS Computerisation project. Bidder shall provide following training to state level SIs:

a) End-User Training
b) System Administrator Training
c) Installation and other operational training to State level SIs

13.7.1.4 Training shall also include source code training for IT professionals of NABARD or any other agency identified by NABARD.

13.7.1.5 Whenever there is a version upgrade/change, all the above three points i.e. 13.7.1.1 to 13.7.1.3 apply for the new/enhanced version.

13.7.1.6 To provide help desk support to SIs during the project period.

13.7.1.7 Support to Project Monitoring Units (PMUs) established by NABARD at National and State level, including support at district level PMUs, if any identified by the RCS/PMU of different states.

13.7.1.8 To carry out pilot testing in PACS (upto 1000 PACS) identified across various states by NABARD, using required tools before major releases of the software to check the ability of the software. The Service Provider shall demonstrate the efficacy of the performance parameters.

13.7.1.9 The bidder shall attend state level meetings, as and when required, so as to incorporate the state level requirements in the software.

13.7.1.10 The service provider shall go to the field, study, carry out the survey and understand the state specific customization/parameterisation requirement and implement the same in the software during the project period on ongoing basis and as and when required by NABARD. This shall also include carrying out ground survey in PACS in at least 1 PACS per State where the pilot is being tested. The outcome/feedback of the study/survey may please be provided to NABARD as Detailed Project Report. It shall be the responsibility of the Service Provider to carry out all state specific customisation in the software during the pilot period.

13.7.1.11 The customization has to be carried out by NLPSV as per the suggestion of System Integrators through approved process (as devised by NABARD) and on ongoing basis.

13.7.1.12 Supply to NABARD, all project life cycle documentation and other artefacts of the project, including test cases, test results, bug reports, user manuals, training documentations etc.

13.7.2 Documentation

NABARD intends to follow the global best practices relating to software development lifecycle which includes business requirement gathering, solution documentation, solution architecture, system integrator, UAT and continuous improvement in production. Additionally, NABARD is at various stages of embracing the agile software development and DevSecOps while the service provider shall be developing the first cut of the software on its own. It is expected to follow the discipline in conformity with the NABARD’s intended best practice delineated above.

13.7.3 Testing

13.7.3.1 The software should be compatible for seamless disaster recovery procedures at regular interval. During the project implementation period, the service provider shall be responsible for demonstrating the same to NABARD or NABARD appointed external agencies. In addition to above, the bidder is referred to Annexure-II which deals with various business activities of PACS in details.
13.7.3.2 The Service Provider shall provide System Integration Test (SIT), UAT of the software, wherever needed, to ensure that all the functionalities requested for by NABARD are available and are functioning accurately.

13.7.3.3 NABARD will conduct User Acceptance Test (UAT) under guidance, review, and supervision of the Service Provider to ensure that all the functionality required by NABARD as mentioned in this Scope of work shared with the bidder is available and is functioning accurately as per the expectations of the NABARD.

13.7.3.4 Testing of modules in a logical phase wise manner.

13.7.3.5 The Service Provider shall be required to carry out load testing using required tools before major releases of the software to check the response time if required by NABARD. The onus lies on the Service Provider to demonstrate the same.

13.7.4 **Maintenance: Annual Maintenance Contract**

13.7.4.1 The Service Provider, under AMC shall provide support and maintenance services to NABARD in relation to NLPS Solution during the Contract Period and thereafter as per the terms hereof. The enhanced support and maintenance services under the AMC shall include, but not be limited to the following services:

a. Software maintenance support
b. Change Management
c. Version Control and Management
d. Database Administration
e. DR Setup Management including DR Drills and role swaps
f. Operations Management
g. Security
h. Application management including day-end, day-begin, month-end, year-end periodic and daily backups
i. NLPS Solution updates, patch management, security updates, data updates
j. System documentation
k. Operational documents
l. Problem management
m. Training
n. Extensive MIS and reporting
o. Any other support and maintenance service required by NABARD

13.7.4.2 The Service Provider shall propose the fee to be paid for the AMC Services rendered by the Service Provider, as part of the Commercial Bid (“AMC Fee”), as indicated in Annexure-.
13.7.4.3 The AMC Fee for a renewed AMC Term beyond the Contract Period shall be subject to an increment of not more than 10% of the AMC Fee applicable to the preceding AMC Term.

13.7.4.4 During the subsistence of the Warranty Period, any AMC Services which would otherwise be covered under the Warranty as per the terms hereof, shall not be chargeable by the Service Provider separately under the AMC.

13.7.5 Support

13.7.5.1 To ensure support at National and State Level on 24 x 7 basis for 365 days a year, i.e. 8 AM to 8 PM, and beyond office hours as per administrative exigencies during the project period using appropriate software tools. Manpower deployed by the selected bidder shall be deployed after consultation with NABARD. Further, the Service Provider shall provide support to PACS either directly or through SIs whenever the software related query is being escalated by PACS. The support centre shall address all the software related issue and minimize the risk of software downtime. The Service Provider may provide a clear road map for escalation matrix. The details on escalation management is given in draft SLA.

13.7.5.2 Further, for sustainability of the project, maintenance and handholding of the software and hardware, one support centre on an average at cluster of around 200 PACS/ District Level shall be set up by the System Integrator(s). This entire support system will be under the overall supervision and control of the State Governments and will be operated by the concerned SI. The NLPSV shall extend all necessary coordination and support to the support centres of SIs, whenever required.

13.7.6 Others

13.7.6.1 The software shall be owned by NABARD on behalf of GoI and shall be the sole owner of the intellectual property, source code and usage rights relating to all parts of the software that has been developed with and for the purpose of NABARD in general and this project in particular. NABARD shall have exclusive rights over codes used for customizing the products for PACS Computerisation and same shall be delivered to NABARD. The operation and maintenance of the source code will be done by the Service Provider or as long as the contract lasts.

13.7.6.2 During the process of software development, the NLPSV will incorporate the views of National Informatics Centre (NIC), GoI on the subject and wherever required.

13.7.6.3 The software shall have the provisions for membership management and audits such as Statutory, Financial, Special, Internal, Operational, etc.

13.7.6.4 The software Service Provider shall participate in the committee of GoI/State Govt/NABARD as per the timelines suggested by NABARD or on occasion as advised.

13.7.6.5 The Service Provider shall ensure confidentiality of information and shall not utilize any information about NABARD that may be shared.
13.7.6.6 The software shall include a module for a recovery through suit filing and legal action.

13.7.6.7 NABARD will assign single point of contact for the project to facilitate the execution of the project and any communication pertaining to the project.

13.7.6.8 The Service Provider will ensure that no liability arises on account of sensitive data hosted in the data repository. NABARD shall be indemnified from such liabilities. The entire liability of such an incidence will be with the Service Provider.

13.7.6.9 In no case, can the software be multiplied, copied and solutions in full or in part thereof be used by the service provider in furtherance of the service provider’s other business(es). The final data stored will be treated as the data of ‘National Importance’ and will be subject to all forms of audit prescribed by NABARD, State Government, Central Govt. and law enforcement agencies from time to time.

13.7.6.10 The data security structure will be maintained confidential by the service provider and not shared with any unauthorized authority other than those mentioned in this RFP.

A diagrammatic representation of the project is given below to provide better clarity to the bidders:
14. Change Request

14.1 NABARD may, depending on its strategic and business requirements, decide to make modifications, alterations and additions from time to time to the Project, Services, or Deliverables of the Project. In such an event, NABARD shall provide a detailed proposal to the Service Provider specifying such requested changes ("Change Request"). Bidder shall evaluate each Change Request.

14.2 The rates and charges payable for executing the Change Requests shall be determined on pro-rata basis as per the rates used to determine the Contract Price and shall not be more than 1% of the Contract Price. Based on this calculation, the Service Provider shall submit to NABARD, a written response indicating time, material and cost for such Change Request within 3 (three) Business Days following receipt thereof ("Change Request Response"). Service Provider’s Change Request Response shall include a statement of the availability of the Service Provider’s personnel and resources, as well as any impact the proposed changes will have on the Contract Price, delivery dates, Deliverables of this RFP or the Contract, as the case may be. NABARD, if necessary, through a designated committee, may use its reasonable efforts to accept, reject, or propose modifications to each such Change Request Response within 15 (fifteen) Business Days following receipt thereof. The Bidder shall agree to co-operate with such committee and furnish any further information as may be required by the committee to accept, reject or propose modifications to the Change Request Response. Upon acceptance by NABARD of a Change Request Response, the Services, Deliverables, and/or Project shall be amended by means of a written, jointly executed addendum to the Agreement, which shall be considered as an integral part of the original Contract.

14.3 In the event NABARD rejects a Change Request Response, NABARD shall be entitled to appoint or engage any third-party service provider in respect of the Change Request. The Service Provider shall agree to co-operate with such third-party service provider as per terms specified by NABARD.

14.4 For the purpose of this Clause, any Upgrade or Enhancement, as defined at Clause No. 15, in relation to the NLPS Solution or any AMC Services required to be rendered by the Service Provider shall not be deemed to be modifications, alterations and additions to the Project, Services, or Deliverables of the Project requiring a Change Request to be made by NABARD. All Upgrades, Enhancements and AMC Services shall be undertaken by Bidder at its own cost, as per the terms hereof.

15. Update, Upgrade and Enhance

15.1 During the Contract Period, the Bidder shall provide “Upgrades” and “Enhancements” to the applications, programs and software incorporated in the NLPSV, at mutually agreed terms and cost to NABARD. Any updation, upgradation and enhancement of the project (as defined under Payment Schedule) shall not be considered as a Change Request.

15.2 “Enhancements” shall include modifications to existing customizations, new customizations/extensions, modifications to existing configurations
and new user or function specific configurations, as may be required by NABARD during the Contract Period. NABARD envisages ingestion of new data sources, creation of new reporting capabilities and new analytical capabilities.

15.3 “Upgrade” means an embodiment of a software or application that delivers substantial performance improvements, architectural changes, Bug fixes or new features and/or functionality to the software or application, and shall include updates, new versions or releases of the software or application.

15.4 To the extent that the NLPSV contains third party software, the Bidder shall ensure that updates or new releases of the third party software are made available to NABARD.

15.5 The Service Provider shall agree with NABARD to pursue a mutual, continuous improvement and competitive best practice strategy and shall confer on at such periodicity as described by NABARD to consider whether new technologies or processes may exist which would likely either or both improve the performance of the NLPS to reduce the costs associated with the NLPS Solution. The Bidder shall implement any such new technology or process as part of the NLPSV Solution, and replace any technology that becomes obsolete or otherwise not part of standard industry practice.

15.6 The Service Provider shall, on a quarterly basis or as per the periodicity decided by NABARD, also update or customize the NLPS, as may be required by NABARD to ensure compliance with statutory or regulatory requirements at no extra cost.

15.7 The Service Provider must ensure proper maintenance and upgradation of the NLPS and its relevant platform without any impact on business continuity. For this purpose, Service Provider shall ordinarily provide and obtain approval of NABARD with an advance notice of 15 days in case of scheduled maintenance, and an advance notice of 24 hours in case of emergency maintenance, as the case may be.

16. Deliverables and Outcome

The Service Provider shall arrange continuous and ongoing compliance with the accounting policies as determined by the concerned cooperative banks for the PACS under its control, overall accounting guidelines issued by RCS of the respective states, regulatory and supervisory guidelines received from RBI/NABARD and accounting advisory and guidelines issued by ICAI or any other statutory body created for this purpose. The implemented software shall possess following features:

16.1 Transparent and complete Accounting System

16.1.1 Enable automatic posting and recording in all relevant heads of accounts.

16.1.2 To be in conformity with all pre-set parameters like rate of interest, period (including days) of interest applicability, etc.

16.1.3 Appropriate amounts to various heads of accounts as per the prescribed priorities.
16.1.4 Accurate generation of NPA and Interest subvention statements covering the State and Central components and other important & relevant disclosure statements

16.2 Governance
16.2.1 Alerts on the conduct of Board Meetings and General Body meetings.
16.2.2 Prompting on Agenda preparation.
16.2.3 Record Keeping of Board & General Body Meeting proceedings.
16.2.4 Real time information flow and access to all stakeholders

16.3 Enablement of
16.3.1 Optimal use of Infrastructure
16.3.2 Market connectivity – access to the agri-produce information of members can facilitate the institution for procurement, processing and marketing thereof resulting in better price realization to farmers
16.3.3 Providing multiple financial and non-financial products, citizen services, etc.

16.4 Others
16.4.1 Faster functioning of PACS.
16.4.2 Transparent and accountable operations in PACS.
16.4.3 Migration of the legacy data.
16.4.4 Timely generation of MIS.
16.4.5 Provisions for membership management and audits such as Statutory, Financial, Special etc.
16.4.6 Seamless integration or interfaces to all the relevant governmental agencies and departments, whenever required.
16.4.7 Trained PACS staff and System Integrators

The deliverables should provide the functional requirements as per Annexure-III meeting the business requirement of PACS as per Annexure-II.

17. Source code & code documentation
17.1 It is clarified that the software shall be purchased on an outright basis and will become the property of NABARD and/or GoI appointed agency nominated for the purpose. Accordingly, the successful bidder, once the purchase consideration are paid shall work during customisation and AMC period as an authorised agent of NABARD/ owning agency for making further development and customisation/parameterisation.

17.2 For this purpose all the source code and code documentation from time to time including version upgrades/patches/fixes and enhancement shall be stored at a location, in a mode and form of NABARD’s choice and access will be strictly controlled by NABARD post signing off the contract.
17.3 For avoidance of any doubt, it is clarified that on triggering of a termination event, NABARD will have the unfettered right to transfer the source code and code documentation to any entity of its choice and the winning bidder shall claim no intellectual property or residual rights in the source code and code documentation. A few examples of termination event are:

17.3.1 bankruptcy, winding up, liquidation proceedings are commenced in respect of the selected Bidder, or
17.3.2 the Service Provider passes a resolution approving voluntary winding up proceedings, or
17.3.3 there is an assignment by the Service Provider for the benefit of its creditors, or
17.3.4 the Service Provider is involved in any dispute with a third party and/or the NABARD, which, in NABARD’s sole determination, affect the rights in the Background Intellectual Property.

18. Review of Progress
Midterm review of Progress of Project will be carried out by NABARD on establishment of development environment, progress of development, adherence to timeline and other evaluation parameters as specified by NABARD.

If the progress in project is found to be unsatisfactory, NABARD reserves the right to terminate the contract with the winning bidder.

19. Escalation management
The Service Provider shall be responsible for designing and implementing an escalation management framework. For this purpose, NABARD shall provide and cooperate with the Service Provider for access to resources, materials, personnel, information, and consents that Service Provider may require in order to perform the escalation management. Service Provider shall not reduce the level of maintenance support services provided during the operation of the escalation management matrix without prior written approval from NABARD. The escalation matrix shall clearly mention following parameters:

i. Software development
ii. Software deployment
iii. Troubleshooting
iv. Parameterisation and Customisation in the software
v. Any other event when the software is not performing to the requirement.

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

20.1 The transition phase focuses on the activities required to place the software into the hands of National Level Data Repository (NLDR) that shall be set up as per NABARD’s arrangement/ at NABARD’s Data centre till such time that the NLDR is separately operationalised. Typically, this phase includes
several iterations, including beta releases, general availability releases, and bug-fix and enhancement releases.

20.2 Maintain steady operation of all services and maintenance of NLPS when the software is being deployed and data is being transferred/migrated by System Integrators at PACS level.

20.3 Successfully complete all activities, providing a stable platform for future improvement in service delivery and associated benefits for PACS.

20.4 Finalize the reporting and control mechanism in consultation with NABARD.

20.5 The Service Provider would be required to provide complete support during reverse transition process also at the end of the contract period or in case of termination, to any service provider selected by NABARD. Necessary backups of data and application (as customized for NABARD) must be handed over. The reverse transition would be tentatively for a period of three months, or completion of transition, whichever is later.

21. Project Milestones and Timeline

NABARD intends to implement all the features of the required NLPS within 28 weeks for pilot testing of up to 1000 PACS and Go-live with migration to NLDR within 36 weeks. The complete implementation of the software shall be completed within 03 years of commencement of the project. The total project period shall be for five years wherein the last two years should be kept for providing necessary handholding, training and AMC support.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Stage of Work</th>
<th>Supporting documents/Proof of Completion of the respective stages</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Acceptance of the Work Order</td>
<td>Copy of work order duly accepted by authorized signatory</td>
<td>Starting of the project period</td>
</tr>
<tr>
<td>ii.</td>
<td>Signing of Contract with NABARD</td>
<td>Signed Contract</td>
<td>Within 1 week of acceptance of order</td>
</tr>
<tr>
<td>iii.</td>
<td>Interaction with NABARD Team for understanding the needs based on work process and policies</td>
<td>Delivery AS-IS document</td>
<td>Within 4 weeks of acceptance of order</td>
</tr>
<tr>
<td>iv.</td>
<td>Proposed NLPS and with the customization required as per the technical bid or as per any changes suggested by</td>
<td>Delivery TO-BE / BRD document</td>
<td>Within 10 weeks of acceptance of order</td>
</tr>
<tr>
<td>Sr No</td>
<td>Stage of Work</td>
<td>Supporting documents/Proof of Completion of the respective stages</td>
<td>Timeline</td>
</tr>
<tr>
<td>-------</td>
<td>---------------</td>
<td>-----------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td></td>
<td>NABARD after the award of contract. Details for the module wise completion plan to be included in the Business Requirement Document (BRD).</td>
<td></td>
<td>Within 12 weeks of acceptance of order</td>
</tr>
<tr>
<td>v.</td>
<td>Set up of cloud resources with Development Environment, System Software and associated software as per the technical bid. This also includes setting up pre-production and production environment, designing, prototyping, development of software, etc. with screen-based prototypes wherever required.</td>
<td>1. Licenses procured from 3rd parties required for setting up the environment 2. Delivery of screen based prototype 3. Login access with viewing rights.</td>
<td>Within 14 weeks of acceptance of order</td>
</tr>
<tr>
<td>vi.</td>
<td>Delivery of Test Environment with System Software and associated software as may be required for testing</td>
<td>1. Login access to cloud with operational rights for testing solution. 2. Providing login credentials for Central Govt., State Govt., NABARD, StCB, DCCB, PACS, and other stakeholders (if needed).</td>
<td></td>
</tr>
<tr>
<td>Sr No</td>
<td>Stage of Work</td>
<td>Supporting documents/Proof of Completion of the respective stages</td>
<td>Timeline</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------</td>
</tr>
<tr>
<td>vii.</td>
<td>Midterm review of Progress of Project</td>
<td>Report on progress of project, details of establishment of development environment and other deliverables as per technical bid</td>
<td>Within 16 weeks of acceptance of order</td>
</tr>
<tr>
<td>viii.</td>
<td>Rectification of Observations made during mid-term review.</td>
<td>Compliance report of rectification</td>
<td>Within 20 weeks of acceptance of order</td>
</tr>
<tr>
<td>ix.</td>
<td>Go Live with 100% of the functionalities indicated in each head in Annexure-III for Pilot Testing in upto 1000 PACS. Availability of the software in Hindi and Regional languages other than English</td>
<td>Successful sign-off from all stakeholders and availability of completed software for PACS</td>
<td>Within 28 weeks of acceptance of order</td>
</tr>
<tr>
<td>x.</td>
<td>Review of the progress of pilot testing</td>
<td>Feedback of the pilot testing in 1000 PACS</td>
<td>Within 32 weeks of acceptance of work order</td>
</tr>
<tr>
<td>xi.</td>
<td>Roll out in 13000 PACS/ such number of PCs ready to go-live in Stage-I and complete hosting of the software in NLDR.</td>
<td>Roll out plan for 13000 PACS and successful hosting of the software with all features in NLDR Post UAT technical documents</td>
<td>Within 36 weeks of acceptance of order</td>
</tr>
<tr>
<td>xii.</td>
<td>Roll out in 20000 PACS/ such number of PCs ready to go-live</td>
<td>Roll out plan for 20000 PACS with handholding and support to PACS</td>
<td>Within 01 year from the date of software implementation in all</td>
</tr>
<tr>
<td>Sr No</td>
<td>Stage of Work</td>
<td>Supporting documents/Proof of Completion of the respective stages</td>
<td>Timeline</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>in Stage-II and complete hosting of the software in NLDR.</td>
<td>through System Integrators/ Training Institutions/NABARD.</td>
<td>13000 PACS/ such number of PCs ready to go-live in Stage-I and complete hosting of the software in NLDR.</td>
</tr>
<tr>
<td>xiii.</td>
<td>Roll out in 30000 PACS/ such number of PCs ready to go-live in Stage-III and complete hosting of the software in NLDR.</td>
<td>Roll out plan for 30000 PACS with handholding and support to PACS through System Integrators/ Training Institutions/NABARD.</td>
<td>Within 02 years from the date of software implementation in all 13000 PACS/ such number of PCs ready to go-live in Stage-I and complete hosting of the software in NLDR.</td>
</tr>
<tr>
<td>xiv.</td>
<td>Handholding, Training and AMC</td>
<td>-</td>
<td>4th year from the date of acceptance of order</td>
</tr>
<tr>
<td>xv.</td>
<td>Handholding, Training and AMC</td>
<td>-</td>
<td>5th year from the date of acceptance of order</td>
</tr>
</tbody>
</table>

**Note:** The above time schedule is the outer limit for implementation. The same may be extended after the permission from NABARD, however the Service Provider is expected to expedite the implementation to the extent possible in mutual consultation with NABARD

### 22. Payment Schedule

22.1 Payment schedule is linked to the deliverables mentioned at Clause No.16, no. of PACS computerised and Work completed by the bidder as shall be agreed in the SLA.

<table>
<thead>
<tr>
<th>Stage</th>
<th>Expected work</th>
<th>Payment (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage-I</td>
<td>✓ Completion of roadmap, software architecture and submission of and approval of the development and delivery plan</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>✓ Delivery of test environment with NLPS and associated software as may be required for testing</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>✓ Pilot Testing</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>✓ Modification as per outcomes and feed backs of Pilot testing</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>✓ Delivery of NLPS</td>
<td>10%</td>
</tr>
<tr>
<td>Stage</td>
<td>Expected work</td>
<td>Payment (%)</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td></td>
<td>✓ Training of trainers</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>✓ Go-Live with 100% of functionalities in 13000 PACS</td>
<td></td>
</tr>
<tr>
<td>Stage-II</td>
<td>✓ Customisation of software as per state specific needs for 20,000 PACS</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>✓ Modification as per feedbacks and suggestions from SIs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓ Training and Handholding</td>
<td></td>
</tr>
<tr>
<td>Stage-III</td>
<td>✓ Customisation of software as per state specific needs for 30,000 PACS</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>✓ Modification as per feedbacks and suggestions from SIs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓ Training and Handholding</td>
<td></td>
</tr>
<tr>
<td>Stage- IV</td>
<td>Support, Handholding, Maintenance and Upgradation (if any)</td>
<td>5%</td>
</tr>
<tr>
<td>Stage V</td>
<td>Support, Handholding, Maintenance and Upgradation (if any)</td>
<td>5%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

22.2 Annual Maintenance Support (AMC)*: Quarterly payments for every 3 months completed.
22.3 Annual Training Cost (ATC): Quarterly payments for every 3 months completed.
22.4 Onsite managed services and support: Quarterly payments for every 3 months completed

*Note: The last AMC shall depend on return of all confidential information to NABARD or appointed agency during the software development process.

23. Terms of Payment

23.1 All payments will be made, subject to applicable Income Tax laws. Tax may be deducted at source, as per applicable laws.
23.2 All payments under this Agreement shall be made to the bank account specified by the selected bidder as may be notified to NABARD by the bidder.
23.3 All the payments will be made by NABARD, Mumbai electronically through RTGS/ NEFT. Service Provider is required to submit Performance Guarantee Form (as per Annexure – X) along with cancelled cheque in original along with the technical bid.
23.4 The bidder must accept the payment terms proposed by NABARD. The financial bid submitted by the bidder must be in conformity with the payment terms proposed by the NABARD. Any deviation from the proposed payment terms would not be accepted. NABARD shall have the right to
23.5 NABARD, at its discretion, may consider release part payments in case of unavoidable circumstances or reasons not attributable to the Service Provider for the expected delivery of the work.

23.6 TDS applicable, if any, will be deducted while releasing the payment.

23.7 All Payments will be made to the bidder in Indian Rupee only.

23.8 No advance payment will be made in any case.

23.9 Payments will be done after adjusting SLA penalties, if any.

23.10 Before release of any payment, it shall be ensured that Performance Bank Guarantee (PBG) is valid.

24. **Executive Summary of the Bidders Response**

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

24.1 A synopsis of the understanding of the business requirements with diagrammatical and brief explanation of the architecture of the proposed solution.

24.2 The hardware and software requirements, data models, technologies, data management, storage, backup, recovery, etc.

24.3 The Architecture of proposed NLPS with broad integration framework through System Integrators and storage of data in NLDR.

24.4 The capacity for customisation and interoperability to achieve the objectives specified in this RFP.

24.5 Any other relevant recommendation that the Bidder has to make.

25. **Eligibility criteria**

The Bidder should qualify following eligibility criteria

<table>
<thead>
<tr>
<th>S.N</th>
<th>Evaluation</th>
<th>Documents to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Bidder/Prime Bidder in case of Consortium arrangement, should be a limited liability company incorporated under Companies Act 1956/2013 and having its registered office in India.</td>
<td>Certificate of Registration issued by Registrar of Companies. The latest registered copy of Memorandum and Articles of Association. GST Registration Certificate.</td>
</tr>
<tr>
<td>2</td>
<td>The bidder should be in the field of IT services including application development/maintenance for last 10 ( Ten) years ( For Start-ups 7 years) as on 31st August 2022.</td>
<td>Copy of Work order/ agreement or completion certificate for completed projects prior to August 2022</td>
</tr>
<tr>
<td>S.N</td>
<td>Evaluation</td>
<td>Documents to be submitted</td>
</tr>
<tr>
<td>-----</td>
<td>------------</td>
<td>--------------------------</td>
</tr>
</tbody>
</table>
|     | The Bidder / Prime Bidder in case of Consortium arrangement, should have a minimum annual turnover of INR 100 Crore (up to 10% relaxation for eligible Start-ups) in three years out of the last 05 years and should also be in positive EBDITA (i.e. Earnings before interest, taxes, depreciation) and PAT in three out of the last five financial years, viz., 2019-20, 2020-21 & 2021-22.  
|     | The Net worth of the Bidder should be positive as on 31 March 2022. | ii. CA Certificate exclusively indicating the turnover, profit after tax, EBDITA and Net worth for the last 3 years, as on 31 March 2021. |
|     | In case the Bidder’s company is having loss for the last 3 years, a confirmation is to be given that the current net worth is positive, and NABARD may consider such Bids after duly evaluating the financial strengths vis-à-vis the technical expertise of the company. | In case the audited financial statements as on 31 March 2022 are not available, the CA certificate certifying positive EBDITA, Annual turnover and Net worth shall be submitted as per the format given in Annexure-IV. |
| 4   | Experience | i. Copies of POs and a Letter from the client confirming the successful implementation of the solution in their organisation should be submitted.  
|     | The Bidder should be the owner of the solution and in case of consortium one of the members of the consortium should have supplied and implemented IT software solutions in at least in 3 BFSI institutions in India. | ii. Copies of patent and trademark.  
|     | The letter must indicate the Start and End date of implementation, No. of locations included viz., State, District, Village, etc. Contact Details of SPOC from the three organisations should also be furnished. | In case the audited financial statements as on 31 March 2022 are not available, the CA certificate certifying positive EBDITA, Annual turnover and Net worth shall be submitted as per the format given in Annexure-IV. |
| 6   | Non-Blacklisting | Bidder should submit a declaration to the effect as per the format provided in Annexure-XII of the RFP.  
|     | The Bidder should not have been blacklisted by any Bank, Financial Institution, Government or its vendor earlier. | The bidder shall also submit a declaration of Clean Track Record as per the format provided in Annexure-VI of the RFP.  
|     | | If this declaration is found to be false, the NABARD shall have the right to |
The Bidder should have a minimum number of 100 full time professional staff. The Bidder has to indicate total number of core IT/Digital Engineering, Planning, Development, Operations, IT support and coordination staff.

Certificate to this effect signed by the Human Resource Head of the Bidder Summary payroll sheets of the last 4 quarters.

The bidder should have a local presence of support centre in India

Self-declaration on the letter head of the bidder with address details of the support Centre.

The bidder should not have been debarred from bidding in any previous bidding.

Non-debarment undertaking shall be furnished on the letterhead of the bidder.

Note:

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

ii. Maximum no. of partners allowed in consortium shall be limited to three.

iii. In case of consortium, annual turnover of only prime bidder, however experience of all the partners on aggregate basis shall be counted.

26. Project Team of NLPSV

26.1 For the development of NLPS, the Service Provider shall form a project team within their organisation who shall be specifically looking after the assignment given by NABARD. The details of the same shall be specified as per Annexure-XIII.

26.2 The project team should have resources with proper mix of experience and skill-set to provide directional guidance and effective execution of the project. NABARD expects the selected bidder to constitute a team of professionals with following experience:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Roles</th>
<th>Relevant Qualification and Work Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Lead/ Team Leads</td>
<td>Should be having relevant qualifications and minimum 5 years’ experience in design and execution of software assignments related to project management and dashboard preparation. The professionals should have a good knowledge of standard database and programming languages such as SQL, Java, etc., knowledge of dimensional modeling concepts and others</td>
</tr>
</tbody>
</table>
27. **Consortium Details**

27.1 Where a consortium is proposed to Bid for the RFP, the members of the consortium shall designate from among them a ‘Prime Bidder’ who shall be the single point of contact for and on behalf of the consortium. The Prime Bidder should be fulfilling the eligibility criteria, as stipulated at Clause No.25. NABARD will deal with only the Prime Bidder as a single point of contact. The bid would be considered a consortium bid if the Prime Bidder is proposing (as part of the NLPS Solution) some products / services that are not owned by such Prime Bidder.

27.2 In the case of a participation as a consortium, the following rules will be applicable:

27.2.1 The Prime Bidder is required to provide proof that it is authorized to bid with the products that it does not own / deal and the Prime Bidder must also confirm that all the members of the consortium accept unconditionally all the terms of the RFP and agree to the terms of the bid submitted by the Prime Bidder.

27.2.2 The Prime Bidder must also furnish letters from other members in support of the above and consortium details.

27.3 The Prime Bidder will be responsible for delivering all contractual services on behalf of the consortium and will be a single point of contact for NABARD.

27.4 The responsibility of the Commercial Bid lies with the Prime Bidder.

27.5 NABARD would deal with Prime Bidder as authorized by consortium to negotiate and finalize the Commercial Bid.

27.6 The Prime Bidder will be the single point of contact / reference to NABARD and the consortium members shall be bound by all communications and correspondences exchanged with the Prime Bidder. NABARD will enter into agreement with the Prime Bidder only. However, the Prime Bidder should confirm to NABARD as part of the bid that it has entered into back-to-back agreements with its partners / associates / consortium members / Original Equipment Manufacturers (OEMs) which are in conformity with the deliverables and other service / uptime commitments the Prime Bidder has agreed with NABARD and shall if requested by NABARD, share a copy of such agreement(s) with NABARD. Notwithstanding the foregoing, it is clarified that the Prime Bidder shall be responsible for the delivery of all service and other commitments agreed with NABARD under the agreement executed by the Prime Bidder and NABARD and shall not be excused from any delay/non-performance on account of any delay/non-performance by its partners/associates/consortium members/OEMs as applicable.
27.7 In case of a consortium, NABARD expects the Prime Bidder not to further subcontract any of its Services to fulfil its contractual obligations, except in accordance with provisions of Clause No 30. A single bidder will also not subcontract its services to fulfil its contractual obligations except in accordance with provisions of Clause No. 30.

27.8 No Bidder shall submit more than one bid against this RFP. The OEM can participate with one/more bidders in the RFP.

28. Other Conditions

28.1 The Service Provider shall ensure confidentiality of information and shall not utilize any information about NABARD that may be shared with it during the course of the assignment for any purpose other than for successful completion of the project.

28.2 NABARD shall have exclusive rights over codes used for customizing the products for PACS Computerisation.

28.3 NABARD’s Service Provider shall assign single point of contact for the project to facilitate the execution of the project and any communication pertaining to the project.

29. Adherence to Standards

29.1 The selected bidder should use the relevant standards as reference while facilitating NABARD in providing the required software and hardware for the project and implementation with an objective to enable NABARD to adhere to standards which shall stand external scrutiny.

29.2 Service Provider should adhere to all the applicable laws of the land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

29.3 NABARD reserves the right to ascertain information from other corporates and institutions to which the bidders have rendered their services for execution of similar project.

30. Subcontractors

30.1 Subcontracting or delegation of its obligations by the selected Bidder is explicitly prohibited, except with the prior written consent of NABARD in relation to subcontracting or delegation; and provided that the selected Service Provider shall inform such sub-contractor of the confidential nature of information, which may be shared pursuant to such sub-contracting or delegation by the selected Bidder and ensure that such sub-contractor is bound by the confidentiality obligations that are materially similar to those set out in clause 80 of this RFP.

30.2 Unless NABARD specifically approves appointment of any sub-contractors submitted by the selected Bidder, the request shall be deemed to have been rejected and not approved by NABARD.

30.3 In relation to a sub-contractor appointed in terms of this clause, NABARD may, withdraw its approval and direct the selected bidder to terminate the appointment of such subcontractor with immediate effect or within such other period as may be prescribed by NABARD in its sole discretion, if NABARD reasonably determines that the subcontractor has breached any terms of the Contract or if NABARD is not satisfied with the quality of
Services rendered by such sub-contractor. Upon receipt of notice by the selected Bidder, the selected Bidder shall be required to terminate the appointment of such sub-contractor, provided that nothing contained in this clause shall affect the right of the selected Bidder to appoint any other sub-contractor in terms of this Clause.

30.4 A copy of contract details entered between the selected Bidder and the sub-contractor shall be made available by the Bidder to NABARD within 7 (seven) days of engaging the sub-contractor.

30.5 Even if subcontracting by the selected Bidder is permitted at any time by NABARD, the selected bidder shall be and will remain responsible for all the Services provided to NABARD to the same extent as if such obligations were performed entirely by the selected Bidder. The selected bidder shall be responsible for ensuring that the sub-contractor complies with all security requirements of the Agreement and NABARD shall have the right to obtain independent audit report for such compliance.

30.6 The terms of the subcontract shall be compliant to all regulatory/statutory norms applicable such as Minimum Wages Act, etc. and NABARD shall not be held responsible for any violations thereof by the subcontractor.

31. Representation and Warranties

In order to induce NABARD to enter into the agreement, the Service Provider shall be deemed to have represented and warranted as follows:

31.1 That the Service Provider is a company which meets the requisite eligibility qualifications mentioned in RFP, and it has power and the authority to enter into agreement and provide the services, deliver software sought by NABARD.

31.2 That the Service Provider is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of services/software.

31.3 That the representations made by the Service Provider in its bid shall be deemed to continue to remain true and the Service Provider continues to fulfill the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP, unless NABARD in writing specifies to the contrary, the Service Provider shall be bound by all the terms of the bid.

31.4 That the Service Provider has the professional skills, personnel and resources / authorizations that are necessary for providing services as are necessary to perform its obligations under the bid and the agreement.

31.5 That the Service Provider shall ensure that all assets including but not limited to software, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the agreement are duly maintained and suitably updated, upgraded, replaced or substituted with regard to contemporary and statutory requirements.

31.6 That the Service Provider shall procure all the necessary permissions, adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep NABARD, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
31.7 That all the representations and warranties as have been made by the Service Provider with respect to its bid and agreement are true and correct, and shall continue to remain true and correct throughout the term thereof.

31.8 That the execution of the services herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.

31.9 That there are no legal proceedings pending or threatened against Service Provider or its team which adversely affect/may affect performance under this agreement; and no inquiries or investigations have been threatened, commenced or pending against the Service Provider or its team members by any statutory or regulatory or investigative agencies.

31.10 That the Service Provider has the corporate power to execute, deliver and perform the terms and provisions of the agreement and has taken all necessary corporate actions, consents and approvals to authorize the execution, delivery and performance by it of the agreement.

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

31.12 If the Service Provider having been notified by NABARD fails to remedy the defect(s) within the timelines set out above, NABARD may proceed to take such remedial action as may be necessary, at the Service Provider’s risk and expense and without prejudice to any other rights, which NABARD may have against the Service Provider under and in accordance with the Contract.

31.13 In the event of delay in remedy of the defect in a Deliverable, NABARD shall have the right to liquidated damages equivalent to a 0.25% of the contract price, per week or part thereof till such defect is remedied, subject to a cap of aggregate 5% of Contract Price, after which NABARD may set off the dues towards penalty against any amounts payable by NABARD to the Bidder or against the PBG. In case of delay beyond a period of two weeks after attaining the maximum penalty of 5% of total project cost during implementation, NABARD may consider termination of the contract or purchase order.

31.14 Warranty shall be of the period as mutually decided between the selected bidder and NABARD from the date of Go Live.

31.15 AMC will start after the expiry of warranty period. AMC Term period will be mutually decided between the selected bidder and NABARD with automatic renewal unless terminated by NABARD.

32. NABARD’s Responsibility

NABARD will provide the bidder the following to carry out the assignment:
32.1 Facilitate filed visits/interaction with respect to development of the software for the project
32.2 Meeting space to facilitate Service Provider at NABARD.
32.3 Arrange for interactions with concerned departments/officers of NABARD/STCCS personnel in the State/State offices.

33. How to apply

33.1 Eligible Agencies can apply online at https://nabard.eproc.in from 06 September 2022 to 27 October 2022. No other mode of submission of proposals shall be accepted. Please note that proposals submitted through hardcopy, fax or e-mail shall be rejected.

33.2 This e-tender is being facilitated by C1 India on behalf of NABARD. Contact Details for online e-tendering support are given below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Person</th>
<th>Email</th>
<th>Contact Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contact</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Fairlin Jivin</td>
<td><a href="mailto:fairlin.jivin@c1india.com">fairlin.jivin@c1india.com</a></td>
<td>+91-124-4302000 Ext 112</td>
</tr>
<tr>
<td>2</td>
<td>Sachin Toraskar</td>
<td><a href="mailto:sachin.toraskar@c1india.com">sachin.toraskar@c1india.com</a></td>
<td>+91-124-4302000 Ext 200</td>
</tr>
<tr>
<td>3</td>
<td>Ujwala Shimpi</td>
<td><a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a></td>
<td>+91-124-4302000 Ext 112</td>
</tr>
</tbody>
</table>

33.3 The process of e-tendering involves the following steps:
33.3.1 Registration: The process involves bidder's registration with C1 India's e-procurement portal (https://nabard.eproc.in), which is free of cost. Only after registration, the Agencies/bidders can submit their proposals/bids electronically. For Electronic Bidding, Technical Proposal as well as Financial Proposal will be submitted over the internet.

33.3.2 Bidders should have a valid Digital Signature Class 3 & above Combo Pack (Signing & Encryption copy) to register on the website. Bids will not be recorded without Digital Signature.

33.3.3 Bidders are to make their own arrangement for bidding from a PC connected with Internet. C1 India is not responsible for making any such arrangement.

33.3.4 System Requirement are as follows:

<table>
<thead>
<tr>
<th>Hardware Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Hardware Requirements</td>
</tr>
</tbody>
</table>
- Pentium IV and Above
- Minimum 4 GB RAM
- An available USB port (If Certificate is in USB-Token)
- User has to install USB-Token drivers into computer system before usage of application
- If USB-Token driver is not installed before usage of application user cannot use his certificate for application
- Reliable Internet Connectivity.

### Other Requirements

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

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

33.3.5 Browser settings: The bidders may also require certain browser settings, the details of which are available on the link [https://nabard.eproc.in](https://nabard.eproc.in).

33.3.6 Uploading of supporting documents: Bidders are instructed to use ‘Attach Documents’ link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 20 MB. For further assistance, please follow instructions of bidder guide.

33.3.7 Valid Email id: Notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of tender by NABARD. Hence, the bidders are required to ensure that their corporate e-mail id. provided is valid and updated at the stage of registration of bidder.

33.3.8 Corrigendum: Bidders are requested to visit the website regularly before the last date of tender submission to ensure that they have not missed any corrigendum uploaded against the said tender. The responsibility of downloading the related corrigenda, if any, will be that of the Bidders/Agencies.

33.3.9 **No separate intimation in respect of corrigendum (if any) to this document will be sent to tenderer (s) in this regard.**

33.3.10 Last Date for e-tender: e-tender cannot be accessed after the due date **27 October 2022** mentioned in this document.

33.3.11 Bidding through e-tender:
33.3.11.1 The process involves electronic submission of information for Technical Proposal/Bid as well as Commercial Proposal/Bid.

33.3.11.2 The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. If this application is not run, then the bidder will not be able to save/submit his/her bid. This exercise has to be done twice immediately after clicking on the Technical Proposal. After filling the Technical Proposal/Bid, the bidder should click ‘save’ for recording their Technical Proposal. Once the same is done, the Commercial Proposal/ Bid link becomes active and the same has to filled up and then bidder should click on “save” to record their financial bid. Once all two (Technical Bid & Commercial Bid) have been saved, the bidder can click on the “Submit” button to register their bid.

In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

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

34. Validity of Proposal

34.1 The proposal should be valid for a period not less than ninety (90) days from the due date for receiving the proposal.

34.2 In exceptional circumstances NABARD may solicit the bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

34.3 NABARD, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

35. Late Proposals

35.1 If any proposal/application is received by NABARD after the specified time on the due date, it shall not be eligible for consideration and shall be summarily rejected.

35.2 Any alteration/ modification in the proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by NABARD shall be disregarded.

36. Clarifications

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

37. Right to reject any or all Proposals

37.1 Notwithstanding anything contained in this RFP, NABARD reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. NABARD’s decision in this regard is final.

37.2 Further, NABARD reserves the right to reject any proposal if:

37.2.1 At any time, a material misrepresentation is made or discovered; or,

37.2.2 The bidder does not provide, within the time specified by NABARD, the supplemental information sought by NABARD for evaluation of the proposal.

37.2.3 In case it is found during the evaluation or at any time before issue of Letter of Acceptance (LOA) that one or more of the eligibility conditions have not been met by the bidder or the team has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed as the bidder. If the bidder has already been issued the Letter of Acceptance the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NABARD without it being liable in any manner whatsoever to the bidder.

38. Queries by the Bidders and amendment of RFP document

38.1 Bidders may seek clarification on this RFP document. Any request for clarification must be sent to the e-mail ID: pacs.comp@nabard.org, on or before 23 October 2022. The queries should be pertinent to this RFP document only.

38.2 The preferred mode of delivering questions would be through e-mail. In no event shall NABARD be responsible for ensuring that Bidders’ inquiries have not been received by NABARD. The queries by the Bidders may be sent in the following format.

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Page No.</th>
<th>Section</th>
<th>Sub Section</th>
<th>Details</th>
<th>Clause of the RFP on which clarification required</th>
<th>Clarification Required</th>
</tr>
</thead>
</table>

38.3 NABARD shall consolidate all the queries and clarifications may be issued latest by 19 October 2022.
38.4 At any time prior to the last date for receipt of proposals, NABARD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by issuing a corrigendum. The same will be available on the website of NABARD.

38.5 The corrigendum (if any) & clarifications to the queries from all agencies shall be addressed suitably.

38.6 Any such corrigendum shall be deemed to be incorporated into this RFP.

38.7 In order to provide prospective Bidders reasonable time for taking the corrigendum into account or for any other reason deemed fit by NABARD, NABARD may, at its discretion, extend the last date for the receipt of Final Proposals.

39. **Pre-bid Meeting**

NABARD shall organize a pre-bid e-meeting (through Microsoft Teams) at 11:00 AM on 30 September 2022. The interested bidders may join the meeting at the mentioned date & time by clicking on the following link:

[Click here to join the meeting](#)

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

<table>
<thead>
<tr>
<th>Bidder’s Name</th>
<th>Name of the Authorized Person who will represent the bidder in the e-meeting</th>
<th>Email id /mobile Number</th>
</tr>
</thead>
</table>

*Note: NABARD reserves the rights to record the proceedings of the meeting.*

40. **Proprietary data**

All documents and other information provided by NABARD or submitted by an bidder to NABARD shall remain or become the property of NABARD. Agencies are to treat all information as strictly confidential. All information collected, analysed, processed, or in whatever manner provided by the bidder to NABARD in relation to the assignment shall be the property of NABARD.

41. **Proposal Preparation Costs and related Issues**

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

42.1 The agreement shall be governed by the laws of India for the time being in force. The courts of Mumbai shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.

42.2 In case of any dispute between the Service Provider and System Integrators, NABARD will not be a party to the dispute. In such cases, the jurisdiction law of the district, state, central shall be exercised by the concerned authority.

42.3 It will be NABARD’s endeavour to resolve amicably any disputes or differences that may arise between NABARD and the Service Provider from misconstruing the meaning and operation of the tender and the breach that may result.

42.4 If any dispute, difference, or question shall at any time arise between the parties regarding the execution of this project or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder on which the decisions of the NABARD is final and binding, the same shall be referred to arbitration and a final decision after giving at-least 30 days’ notice in writing to the other (hereinafter referred to as the Notice for Arbitration) clearly setting out disputes to a sole arbitrator who shall be appointed as hereinafter provided.

42.5 For the purpose of appointing the sole arbitrator referred to above, NABARD shall send to Service Provider within 30 days of the notice of arbitration a panel of three names of persons who shall be presently unconnected with this organization of the NABARD or the Service Provider.

42.6 The Service Provider shall on receipt of the names as aforesaid select any of the persons so named to be appointed as the sole arbitrator and communicate the same to the NABARD within 15 days of receipt of the names. The NABARD shall thereupon without any delay appoint the said person as the sole arbitrator. If Service Provider fail to communicate such selections as provided above within the period specified, the NABARD shall make the selection and appoint the sole arbitrator from the panel notified to the Service Provider.

42.7 If the employer fails to send to the Service Provider the panel of three names as aforesaid within the period specified, the Service provider shall send to NABARD a panel of three names of persons who shall be unconnected with either party. The NABARD shall on receipt of the names as aforesaid select any one of the person and appoint him as the sole arbitrator. If NABARD fails to select the person and appoint him as the sole arbitrator within 30 days of the panel and inform the Service Provider accordingly, the Service Provider shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to NABARD.

42.8 If the arbitrator so appointed is unable or unwilling to act or refuse his appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.
42.9 The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 as in force from time to time. The award of the arbitrator shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the arbitration, the arbitrator shall give a separate award in respect of reference and the award shall be a reasoned award.

42.10 The fees, if any, of the arbitrator shall if required to be paid before the award is made and published be paid in equal proportion by each of the parties. The cost of the arbitration including the fees, if any, of the arbitrator shall be directed to be borne and paid by such party or parties the dispute in such manner or proportion as may be directed by the arbitrator in the award.

42.11 NABARD and the Service Provider also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

42.12 The Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by NABARD or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

42.13 Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

42.14 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

42.15 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party’s specified address. The same has to be acknowledged by the receiver in writing.

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

42.17 No conflict between Service Provider and NABARD will cause cessation of services. Only by mutual consent the services will be withdrawn.

43. Terms and Conditions

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

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

43.3 Unless expressly overridden by the specific agreement to be entered into between NABARD and the successful bidder, the RFP shall be the governing document for arrangement between the NABARD and the bidders.

44. **Duration of Contract**

44.1 NABARD will enter into contract initially for a period of 5 years, subject to satisfactory performance of the agency.

44.2 The NABARD and vendor will reserve a right to re-negotiate the price and terms of the entire contract to arrive at a mutually favourable terms at the time of extension of contract.

44.3 Bank reserves the right to exit the contract after due notice of 3 months

45. **Evaluation process**

45.1 NABARD has adopted a Quality cum Cost Based System (QCBS) evaluation in the bid process. The bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.

- a) Technical bid
- b) Commercial bid

45.2 NABARD shall evaluate the ‘Technical bid’ and ‘Commercial bid’. During evaluation NABARD reserves the right to call the bidders to make a presentation before evaluation committee. Only bidders who score above 75% of Relative Technical Score (RTS) in the technical evaluation score will be considered for the ‘Commercial bid’ stage. In case less than 3 bidders qualify in the technical evaluation the score may be relaxed to accommodate three bidders. However, the bidder must score at least 50%. ‘Commercial bid’ shall be opened for only the shortlisted bidders from the technical evaluation process. The final selection will be done based on Techno-commercial evaluation.

45.3 Evaluation criteria - The criteria will be Quality cum Cost Based System (QCBS) where Technical bid Score will get a weightage of 80% and Commercial bid Score a weightage of 20%.

45.4 The evaluation by NABARD will be undertaken by a Committee of officials or/and representatives formed by NABARD and its decision shall be final.
46. Evaluation of Minimum Eligibility Criteria
Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the ‘Eligibility Criteria’ section at Clause No. 25. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.

46.1 Successful bids out of this stage would be considered for technical evaluation.

46.2 Bidders must submit the proofs of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won’t be considered as credentials towards satisfying eligibility criteria.

47. Language of Bid
The bid prepared by the bidders as well as all correspondence and documents relating to the bid exchanged by the bidder and NABARD and supporting documents and printed literature shall be written in English.

48. Evaluation of Technical Bids
48.1 The technical bids will be evaluated for determining the continued eligibility of the bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.

48.2 NABARD may seek specific clarifications from any or all the bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by NABARD.

48.3 The technical bid shall be evaluated as follows:

<table>
<thead>
<tr>
<th>S.N</th>
<th>Evaluation</th>
<th>Max. Score</th>
<th>Scoring criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Experience of bidder in supplying and implementing:</td>
<td>20</td>
<td>Upto 02 projects : 3 marks</td>
</tr>
<tr>
<td></td>
<td>IT system solutions for BFSI institutions in India during last ten years.</td>
<td></td>
<td>3 – 5 Projects : 5 marks</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6- 10 Projects : 10 marks</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>11 or more projects: 20 marks</td>
</tr>
<tr>
<td>2</td>
<td>Implementing projects relating to the deliverables of this RFP using cutting edge technologies</td>
<td></td>
<td>Additional marks-10</td>
</tr>
<tr>
<td>S.N</td>
<td>Evaluation</td>
<td>Max. Score</td>
<td>Scoring criteria</td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------------------------------------------------------</td>
<td>------------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>such as Block Chain/AI/ML etc.</td>
<td>30</td>
<td>Based on clarity, competence, detail and technical expertise demonstrated in the technical bid</td>
</tr>
</tbody>
</table>
| 3   | Experience of bidder in supplying and implementing ERP solutions during the last 10 years. | 20         | 1 - 2 Projects: 5 marks  
                                          |                                           | 3 - 5 Projects: 10 marks  
                                          |                                           | More than 5 Projects: -20 Marks         |
| 4   | IT Experience in Regional Rural Bank/Regional Cooperative Bank including cooperative society during the last ten years. | 10         | Experience in  
                                          |                                           | No. of RRBs/RCBs  
                                          |                                           | 1 - 3 no. of RRB/RCB: -5 marks  
                                          |                                           | >3 no. of RRBs/RCBs: 10 marks  
                                          |                                           | Additional marks for providing IT solution related experience in PACS:  
                                          |                                           | Upto 500 PACS: 2 marks  
                                          |                                           | Above 500 PACS: 5 marks  
                                          |                                           | Additional 05 marks: for IT solution implemented and existing in the last five years (Since August 2017) in any of the following categories:  
                                          |                                           | 1. E-commerce  
                                          |                                           | 2. Store management  
                                          |                                           | 3. Warehouse management  
| 5   | Certifications The Bidder should have minimum ISO 9001:2015 and ISO 27018 or CMMI Level 3 or higher certification and the certificate should be valid as on date of bid submission | 10         | 5 marks per relevant certification.  
<pre><code>                                      |                                           | More than 02 certificates: 10 marks |
</code></pre>
<p>| 6   | Approach and methodology (qualifying bidders shall be called upon to                                             | 30         | Based on clarity, competence, detail and technical expertise demonstrated in the technical bid |</p>
<table>
<thead>
<tr>
<th>S.N</th>
<th>Evaluation</th>
<th>Max. Score</th>
<th>Scoring criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>make a presentation to the evaluation committee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Total number of permanent full time resources available for development and implementation of the system</td>
<td>10</td>
<td>100 to 500 employees: 05 marks More than 500 employees: 10 marks</td>
</tr>
</tbody>
</table>

| Total marks (excluding grace/ additional marks) | 100 |

Note:

i. “Project/Solutions” means the software supplied under single work order. For example, if the bidder has the experience of implementation of IT system solution in multiple DCCBs/StCB under one work order, then it will be treated as one project.

ii. “Project/Solution” means ongoing/completed projects of amount Rs.1 Cr and above which are still being used by the clients of the bidder.

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

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

\[RS_{\text{Tech}} = \frac{T}{T_{\text{high}}} \times 100\]

Where:

\[
RS_{\text{Tech}} = \text{Relative score obtained by the bidder} \\
T = \text{Technical score obtained by bidder} \\
T_{\text{high}} = \text{Highest Technical score secured among the bidders}
\]

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

48.7 If less than 3 bidders qualify as per above criteria (\(RS_{\text{Tech}} >= 75\)), NABARD reserves the right to short list maximum top 3 bidders subject to \(RS_{\text{Tech}} >= 50\).
49. **Evaluation of Commercial Bids**

49.1 The Commercial Bids shall be submitted in the format given in Annexure-V with commercial values duly filled. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of NABARD.

49.2 The bidder is required to quote in Indian Rupees (‘INR’/ ‘₹’). Bids in currencies other than INR may not be considered. In case of any discrepancy, amount quoted in words will be considered.

49.3 Payment will be made as per the payment terms mentioned in this RFP.

49.4 Total cost must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes.

49.5 Prices quoted by the bidder are exclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST). GST will be paid on actuals on production of original invoice.

49.6 Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.

49.7 While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by NABARD, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to NABARD in its favour. This will remain applicable throughout the contract period.

49.8 In this phase (evaluation of commercial bids), the Commercial bids of only those bidders, who are found technically qualified in previous phase (evaluation of technical bids), will be taken for commercial evaluation.

49.9 Relative Technical Score (RS\textsubscript{Tech}) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.

49.10 The date for opening of commercial bids will be separately advised.

49.11 The total cost will be calculated for the purpose of arriving at TC (total cost) and would be used for comparing the bid prices.

49.12 Relative Commercial Score (RS\textsubscript{Com}) for each bidder will be calculated as follows:

\[
RS_{\text{Com}} = \frac{TC}{TC_{\text{Low}}} \times 100
\]
Where:

\[ RS_{\text{Com}} = \text{Relative score for Commercial bid of the bidder} \]

\[ TC = \text{Commercial bid value of the bidder under consideration} \]

\[ TC_{\text{Low}} = \text{Lowest commercial bid value out of all the eligible commercial bids obtained.} \]

**50. Final Selection of the Eligible Bidder**

50.1 Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows:

\[ RS = RS_{\text{Tech}} \times 0.8 + RS_{\text{Com}} \times 0.2 \]

50.2 The eligible bidder will be selected based on maximum relative score (RS) thus obtained.

50.3 The bidder with the highest Relative Score (RS) will be selected for further discussion for finalizing contract / placing Purchase Order (PO) or Letter of Intent (LoI)/ subject to satisfying all the terms and conditions defined in this RFP document. NABARD may also maintain a reserve list of agencies, which may be used in case the first ranked agency withdraws or fails to comply with the requirements as the case may be.

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

**51. Amendment to the bidding document**

51.1 At any time prior to the date of submission of bids, NABARD, for any reason, may modify the bidding Document, by amendment/corrigendum.

51.2 The amendment will be posted on the website of NABARD (www.nabard.org) and CPPP portal.

51.3 All bidders must ensure that such clarifications have been considered by them before submitting the bid. NABARD will not have any responsibility in case some omission is done by any bidder.

51.4 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, NABARD, at its discretion, may extend the deadline for the submission of bids.

**52. Earnest Money Deposit (EMD)**

52.1 All the responses must be accompanied by a refundable interest free security deposit of ₹5,00,00,000/- (Rupees Five Crores only). Details of the EMD are given in this RFP. The EMD is required to be deposited by all applicant agencies using National Electronic Funds Transfer (NEFT) to NABARD, and the details of Bank Account are as under:

<table>
<thead>
<tr>
<th>NAME OF ACCOUNT</th>
<th>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BANK NAME</td>
<td>NABARD</td>
</tr>
</tbody>
</table>
52.2 Earnest Money Deposit (EMD) is to be sent through online transfer (NEFT) not later than 02 (two) days before the last date of submission of tender. The receipt of online transfer has to be attached with Technical Bid (Annexure- IV). Agencies should note that the EMD shall not bear any interest. The EMD shall be forfeited in the event of any sort of non-compliance with the terms of services agreed upon after award of work order.

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

-- OR --

52.4 EMD Bid Security from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of Bid and strictly in the format as prescribed in Annexure – IX.

52.5 No interest will be payable on EMD under any circumstances

52.6 The Bank Guarantee for EMD should be submitted with the Technical Bid.

52.7 Submission of EMD other than with the Technical Bid is entirely at the risk of the bidder and in all such cases the bid is liable to be rejected on grounds of non-submission of EMD.

52.8 The technical bid will be evaluated only for those bidders who submit EMD with the Technical Bid.

52.9 The EMD of the Bidders not qualified under Technical Bid will be returned within 15 days after opening the Commercial Bid of the technically qualified bidders.

52.10 The EMD may be forfeited or the Bank Guarantee may be invoked if:
   a) Bidder withdraws its bid during the period of bid validity specified in the RFP; OR
   b) Bidder having been notified of acceptance of his bid by NABARD during the period of bid validity:
      i. Fails or refuses to execute the agreement if required; or
      ii. Fails or refuses to furnish the performance security, in accordance with the conditions of contract executed

52.11 The EMD submitted will be returned as it is, to all the technically unqualified bidders and to all whose commercial bid did not succeed within thirty (30) days of the selection of the successful bidder. NABARD will return the EMD to the successful bidder to whom Letter of Acceptance is issued once it furnishes the performance security in accordance with provision of the RFP, Service Level Agreement (SLA) and Letter of Acceptance. All Agencies are required to scan & upload a copy of Bank
Account details (cancelled cheque) and PAN card, along with Technical Proposal (Annexure- IV) to facilitate the return of EMD amount.

52.12 EMD of a tenderer shall be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer’s earnest money shall be forfeited if it fails to furnish the required performance security within the specified period.

53. **Public Procurement Policy on MSEs and Exemptions under GFR-2017**

53.1 This project shall be governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.

53.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

53.3 Such MSEs would be entitled for exemption from furnishing earnest money deposit (EMD). In case of any issue on the subject matter, the MSE’s may approach the tender inviting authority to resolve their grievances.

53.4 Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

53.5 The bidder to note that, in the current RFP splitting of order is not applicable.

53.6 NABARD shall be governed by the Public Procurement (Preference to Make In India) Order, 2017 – Revision dated 04 June 2020 issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce, Government of India. Any claim of preference under the above order shall be considered subject to submission/examination of all necessary documents as envisaged under the Order.

53.7 The Rule 171(i) & Rule 173 (i) of the GFR-2017 read with OM No. F/20/2/2014-PPD (PT) dated 25 July 2017 provides for EMD exemptions and certain relaxations from prior experience and prior turnover respectively, for DPIIT recognized start-ups subject to meeting of quality & technical specifications. Such start-ups may submit DPIIT recognition certificate for claiming exemptions.

54. **Modification and/ or Withdrawal of bids**

The bidder may modify or withdraw his/ her bid after the bid’s submission, through eproc portal, till the last date of bid submission. No bid may be modified or withdrawn after the deadline for submission of bids.
55. Opening of Technical Bids by NABARD

55.1 Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the ‘Critical Information’.

55.2 On the scheduled date and time, the Technical Proposals will be opened at 11.00 AM on 31 October 2022 in the presence of senior officers of the Institutional Development Department (IDD), NABARD. Financial Proposal will be kept sealed/closed for opening at a later date.

55.3 If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, either physically or virtually, NABARD at its discretion will proceed further with opening of the technical bids in their absence.

55.4 The bidder's name, presence, or absence of requisite EMD and such other details as NABARD, at its discretion may consider appropriate will be announced at the time of bid opening.

56. Preliminary Examinations

56.1 NABARD will examine the bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order.

56.2 NABARD may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

56.3 Prior to the detailed evaluation, NABARD will determine the substantial responsiveness of each bid to the bidding document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning bid security, performance security, qualification criteria, Force Majeure etc. will be deemed to be a material deviation. NABARD's determination of a bid's responsiveness is to be based on the contents of the bid itself, without recourse to extrinsic evidence.

56.4 If a bid is not substantially responsive, it will be rejected by NABARD and may not subsequently be made responsive by the bidder by correction of the non-conformity.

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

57. Bid Evaluation

57.1 All the responsive bids will be evaluated as per the procedure detailed in para 45-50.
57.2 All the documentary proofs are to be submitted along with the bid in this regard.

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

57.4 During evaluation, NABARD at its discretion can ask the bidders for clarifications.

58. Award of Contract

58.1 The successful bidder will be selected as per the process mentioned at clause 50. NABARD will award the contract to the successful bidder, out of the bidders who have responded to NABARD’s tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose bid has been determined to be substantially responsive.

58.2 Selected bidder would be issued ‘Letter of intent (LoI)/ Purchase Order (PO) on final selection and completion of internal approval formalities of NABARD. Immediately after the receipt, the selected bidder must go through the same and give acceptance by signing on all the pages of the duplicate copy of the LoI/ PO within the stipulated period.

58.3 After opening of bid to the time a communication in writing about its qualification or otherwise received from NABARD, bidder shall NOT contact NABARD on any matter relating to the bid.

58.4 Any effort by the bidder to influence NABARD in its decisions on bid evaluation, bid comparison may result in the rejection of the bid.

58.5 NABARD reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

58.6 NABARD will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.

58.7 The bids received and accepted will be evaluated by NABARD to ascertain the best as per procedure indicated in Bid Evaluation Methodology as appearing in this document. However, NABARD does not bind itself to accept the best or any bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. NABARD reserves the right to re-tender.

59. Corrupt and fraudulent practice

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

59.1 “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
59.2 “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of NABARD and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive NABARD of the benefits of free and open competition.

59.3 “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

59.4 “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by NABARD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

59.5 “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

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

60. Use of Contract Documents and Information

60.1 The bidder shall not, without NABARD’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of NABARD in connection with, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

60.2 The bidder will treat as confidential all data and information about NABARD, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of NABARD.

60.3 The successful bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with NABARD’s prior written consent.

61. Additional Payments

61.1 It may be noted that NABARD will not pay any additional amount separately towards travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses or any other fees /charges, neither in connection with bid process, nor in discharge of obligations of successful bidder to whom the contract will be awarded.

61.2 However, the bidder may factor such expenses within the total project cost towards travelling, boarding and lodging, if any, to meet the requirement described in the scope of work.
62. Applicable laws

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

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

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

63. Taxes and Duties

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

63.2 The Service Provider must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/labour laws are complied with while providing caretaker services. The selected bidder may have to execute an indemnity bond, as per Annexure-XVI in favour of NABARD in this regard.

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

63.4 Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, NABARD shall effect such deductions from the payment due to the Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall
be made by NABARD as per the laws and regulations in force. Nothing in the Agreement shall relieve the Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by the Service Provider in respect of this contract.

64. Performance Bank Guarantee (PBG)

64.1 The successful bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by NABARD equivalent to 5% of the contract value and shall cover the period of assignment.

64.2 In the event of non-performance of obligation or failure to meet terms of this RFP/Agreement, NABARD shall be entitled to invoke the performance guarantee without notice or right of demur to the Service Provider. The guarantee should be from a Scheduled Commercial Bank only.

64.3 The Bank Guarantee shall be released after three months of the end of period of assignment, subject to the terms of this document. Accordingly, PBG has to be kept valid till 60 days beyond the end of the period of the assignment. In case Service Provider cannot provide the PBG for entire period at once, it can be renewed year by year.

64.4 In case of expiry of PBG prior to project completion, the Service Provider will be required to renew the PBG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by NABARD, NABARD reserves the right to cancel the order and forfeit the EMD.

64.5 Notwithstanding anything to the contrary contained in the contract, NABARD shall be at liberty to invoke the PBG in addition to other remedies available to it under the contract / order or otherwise if the Successful bidder fails to fulfil any of the terms of agreement / order or commits breach of any terms and conditions of the agreement. (Annexure XIV)

64.6 Time shall be the essence of the contract / order; therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Service Provider, which in the opinion of NABARD should entitle the Service Provider to a reasonable extension of time, such extension may be considered by NABARD at its sole and absolute discretion, however such extension shall not operate to relieve the bidder of any of his/her obligations. NABARD shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the bidder would be required to extend the validity period of the performance guarantee accordingly.

65. Forfeiture of performance security

65.1 NABARD shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the selected bidder’s failure to complete its obligations under the contract. This is without prejudice to NABARD’s right to proceed against the selected bidder in the event of the security being not enough to fully cover the loss/damage.
65.2 In the event of non-performance of obligation or failure to meet terms of this RFP/Agreement, NABARD shall be entitled to invoke the performance guarantee without notice or right of demur to the selected bidder.

66. **Termination of Contract**

NABARD reserves the right to cancel the contract in the event of happening one or more of the following events:

66.1 Failure of the successful bidder to accept the contract.

66.2 Delay in services in case of deviation from the schedule beyond three months or in the event of NABARD informing the selected bidder in writing and no improvement is observed.

66.3 Serious problems in quality of services and despite NABARD informing the selected bidder in writing more than once and no improvement is observed.

66.4 In addition to the cancellation of purchase contract, NABARD reserves the right to appropriate the damages through encashment of Bid Security / EMD / Performance Guarantee given by the selected bidder.

66.5 NABARD shall have the option to terminate any subsequent agreement / contract, in whole or in part by giving the Successful bidder 03 months’ prior notice in writing. However, the successful bidder shall not have any right to terminate the Agreement entered into subsequent to this RFP.

67. **Payment in case of Termination of assignment**

NABARD would keep the delivered content and payment for services which could be used by NABARD shall be released on pro-rata basis after deducting applicable penalty and TDS/other taxes.

68. **Penalty and Liquidated Damages for error/variation**

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

68.2 Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by the NABARD in the purchase order.

68.3 Serious discrepancies noted in the inspection.

68.4 Breaches in the terms and conditions of the Order;

68.5 NABARD shall without prejudice to its other rights and remedies under and in accordance with the terms of RFP levy liquidated damages from payments due to the Vendor. Inability of the vendor to the provide requirements as per scope or to meet the timelines as specified would attract liquidated damages. NABARD shall be entitled to invoke guarantees furnished by the Bidder to the extent of the liquidated damages applicable.
68.6 LD for delay in the Service(s) rendered for each week of delay beyond the scheduled date or part thereof at every service level as indicated in Schedule-I of Service Level Agreement, subject to maximum of 5% (five percent) of the Contract Price. In case of delay beyond a period of two weeks after attaining the maximum penalty of 5% of total project cost during implementation, NABARD may consider termination of the contract or purchase order. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Vendor. Decision on whether the reason for delay is attributable to the vendor or not will be as decided by Competent Authority in NABARD.

68.7 NABARD reserves the right to recover the liquidated damages from any payment to be made under this Contract ‘Selection of a National Level PACS Software Vendor( NLPSV)’. The liquidation damages represent a genuine pre-estimate of the loss or damage that NABARD may suffer due to delay of breach in performance of the obligations by the Bidder. It may be further clarified that:

68.8 NABARD has the right to enforce liquidated damages by way of set off.

68.9 Overall liability will be calculated as per applicable laws.

68.10 NABARD cannot take the responsibility of establishing the reasons for delay, unless delay is attributable to force majeure event, which is provided for under the RFP.

68.11 If the agency fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to NABARD as compensation and NABARD can invoke the said Performance Bank Guarantee.

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

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

68.14 Penalty would not be applicable for delay due to reasons attributable to NABARD and Force Majeure. However, it is responsibility of the selected bidder to prove that the delay is attributed to NABARD or Force Majeure.

68.15 NABARD reserves the right to adjust the penalty and Liquidity damages if any, against any amount payable to the Service Provider or PBG.

69. Right of Publicity

69.1 Any publicity by the Bidder in which the name of NABARD is to be used should be done only with the explicit written permission of NABARD.
70. **No Employer-Employee Relationship**

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

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

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

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

71. **Information Security**

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

72. **Taken / Brought over of Company**

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

73. **Force Majeure**

73.1 If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any government or authority or representative of any such government including restrictive trade practices or regulations, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

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

74. IPR Infringement
As part of this project service provider will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the Intellectual Property Rights (IPR) of any third person, service provider shall be primarily liable to indemnify NABARD to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by the Service provider under this project.

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

75.1 NABARD’s authorized / bona fide use of the Deliverables and/or the Services provided by the Service Provider under this RFP document; and/or
75.2 An act or omission of the Service Provider, employees, agents, subcontractors in the performance of the obligations of the Service Provider under this RFP document; and/or
75.3 Claims made by employees or subcontractors or subcontractors’ employees, who are deployed by the selected bidder, against NABARD; and/or
75.4 Breach of any of the term of this RFP document and/or of the agreement to be entered subsequent to this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful bidder under this RFP document and/or of the agreement to be entered subsequent this RFP; and/or
75.5 Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.
75.6 Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
75.7 Breach of confidentiality obligations of the selected bidder contained in this RFP document; and/or
75.8 The use of unlicensed and illegal Software and/or allied components by the successful bidder
75.9 The Service Provider will have to at its own cost and expenses defend or settle any claim against NABARD that the Deliverables and Services delivered or provided under this RFP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark.
75.9.1 Notifies the selected bidder in writing; and
75.9.2 Cooperates with the selected bidder in the defence and settlement of the claims.

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

77. Rights to Visit

77.1 All records of the selected bidder with respect to any matters covered by this tender document/ subsequent order shall be made available to NABARD or its designees at any time during normal business hours, as often as NABARD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

77.2 NABARD, including its regulatory authorities like Reserve Bank of India reserves the right to verify, through their officials or such other persons as NABARD may authorize, the progress of the project at the development / customization site of the selected bidder or where the services are being rendered by the selected bidder.

77.3 NABARD and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the selected bidder’s premises with prior notice to ensure that data provided by NABARD is not misused. The Service Provider will have to cooperate with the authorized representative/s of NABARD and will have to provide all information/ documents required by NABARD.

77.4 Visit shall be conducted during normal business hours and on normal working days after informing the selected bidder in advance.

78. Audit

78.1 The Service Provider shall allow NABARD, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.

78.2 In case any of the services are further outsourced/ assigned/ subcontracted to other service providers, it will be the responsibility of the selected bidder to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.

79. Miscellaneous

79.1 Service Provider is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures.
79.2 Service Provider would undertake to provide appropriate human as well as other resources (PC/laptop etc.) required, to execute the various tasks assigned as part of the project, from time to time.

79.3 NABARD shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.

79.4 The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. NABARD may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

79.5 Service Provider shall promptly notify NABARD of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.

79.6 Service Provider shall comply with all the terms and conditions/stipulations as contained in the RFP and submit a Letter of Conformity (Annexure-VIII).

79.7 The format for Power of Attorney is given in Annexure- VII. The same shall be used by the Service Provider as and when required.

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

79.9 The Service Provider shall submit details of the official nominated by the company as its duly constituted Attorney in Annexure-VII.

79.10 A draft copy of Service Level Agreement (SLA) to be executed on award of contract by the bidder is given in Annexure-XIV. The final copy of the SLA with modifications, wherever necessary, will be sent to the successful bidder after award of contract.

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

79.12 Service Provider is obliged to give sufficient support to NABARD’s staff, work closely with NABARD’s staff, act within its own authority, and abide by directives issued by NABARD that are consistent with the terms of the order. Selected bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

79.13 NABARD reserves the exclusive right to make any amendments/changes to or cancel any of the above actions or any other action related to this RFP.
80. Confidentiality

80.1 Information provided under this RFP and subsequent agreement, if any, is confidential and selected bidder shall at any time, either during the association or at any time, thereafter, divulge either directly or indirectly to any person, firm or company, business entity, or other organization whatsoever.

80.2 The service provider will be exposed by virtue of the contracted activities of internal business information of NABARD, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, or legal action against the vendors for breach of trust.

80.3 In case the selected bidder acts in extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RFP and subsequent purchase order.

80.4 The selected bidder shall not, without the written consent of NABARD, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of NABARD in connection therewith, to any person(s).

80.5 The bidder shall not, without the prior written consent of the NABARD, make use of any document or information except for purposes of performing this RFP.

80.6 The selected bidder shall submit a Non-Disclosure Agreement as per Annexure –XV.

80.7 Any information provided by NABARD in terms of this contract shall also be deemed to be ‘Confidential Information’ and cannot be disclosed by Service Provider without written consent of NABARD.

80.8 Service Provider shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of NABARD’s information and data in its possession and to prevent unauthorized access thereto or use thereof.

81. Data Ownership

NABARD has the sole ownership of and the right to use, all data that may be in possession of the selected bidder or its representative in the course of performing the services under the agreement that may be entered into."

82. Third Party Rights

No provision of the RFP the agreement that may be entered into is intended to, or shall, confer any rights on a third-party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.
Annexure I: State wise- List of PACS

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I</strong> Agriculture, Deposit, Lending and Money Transfer Activities</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Deposit Mobilisation</td>
</tr>
<tr>
<td>2</td>
<td>Loaning to Agricultural &amp; Allied sector and also rural non-farm sector activities - CC, ST/ KCC, MT,LT, SHGBLP/ Loans to JLGs, Personal loans, Pledge loans, Gold loans/ Jewellery pledge loans, , Vehicle loans, Housing Loans, Loan against deposits, Loans to staff &amp; others against salary, Loans to small &amp; petty business, Safety Lockers, etc.</td>
</tr>
<tr>
<td>3</td>
<td>Demand Draft/ NEFT/RTGS through agency arrangements</td>
</tr>
<tr>
<td>4</td>
<td>Aadhaar Enabled Payment Services</td>
</tr>
<tr>
<td>5</td>
<td>ATM through agency arrangements</td>
</tr>
<tr>
<td>6</td>
<td>Bachat Bank, Pigmy, SHG savings, RD, FD</td>
</tr>
<tr>
<td>7</td>
<td>Computerised Passbook</td>
</tr>
<tr>
<td>8</td>
<td>Bank B.C</td>
</tr>
<tr>
<td>9</td>
<td>Business &amp; Personal Loan</td>
</tr>
<tr>
<td>10</td>
<td>Cheque Collection services</td>
</tr>
<tr>
<td>11</td>
<td>Crop Insurance/Fasal Bima</td>
</tr>
<tr>
<td>12</td>
<td>Pension schemes - mobilisation(agency role on commission basis)</td>
</tr>
<tr>
<td>13</td>
<td>Agriculture Inputs Sales - Seeds, Fertilisers &amp; Pesticides/ Cattle feed.</td>
</tr>
<tr>
<td>14</td>
<td>Seeds</td>
</tr>
<tr>
<td>15</td>
<td>Fertilisers</td>
</tr>
<tr>
<td>16</td>
<td>Pesticides</td>
</tr>
<tr>
<td>17</td>
<td>Cattle feed/ Fish feed</td>
</tr>
<tr>
<td>18</td>
<td>Agro Services Center &amp; Custom Hiring Center of Farm Machinery (Tractor, Power Tiller, Rotavator, Happy Seeder, Diesel Pump)</td>
</tr>
<tr>
<td>19</td>
<td>Agricultural Produce Purchase/Procurement operations(on commission basis) for FCI, Campco &amp; other public &amp; private corporates : rice, wheat, maize, ground nut, cotton, soybean, coconut&amp; copra, areca nut, cocoa and pepper</td>
</tr>
<tr>
<td>20</td>
<td>Agri Clinic</td>
</tr>
<tr>
<td>21</td>
<td>Farm Machinery &amp; Agri Equipment Sales &amp; service including Drip &amp; Sprinkler units, PVC pipes</td>
</tr>
<tr>
<td>22</td>
<td>Agri &amp; Horticultural Nursery</td>
</tr>
<tr>
<td>23</td>
<td>Agriculture Facilitation Centre(on commission basis) for various government schemes)</td>
</tr>
<tr>
<td>24</td>
<td>Agriculture Goods Processing &amp; Grading</td>
</tr>
<tr>
<td>25</td>
<td>Agro E Service</td>
</tr>
<tr>
<td>26</td>
<td>Agro Service Center &amp; Essential Commodities Sale Purchase</td>
</tr>
<tr>
<td>27</td>
<td>Agri-produce Auction Center</td>
</tr>
<tr>
<td>28</td>
<td>Coconut Marketing/ Coconut Processing Unit</td>
</tr>
<tr>
<td>29</td>
<td>Oil Mill - copra/coconut, ground nut, mustard, sunflower</td>
</tr>
<tr>
<td></td>
<td>Activity Description</td>
</tr>
<tr>
<td>---</td>
<td>----------------------</td>
</tr>
<tr>
<td>30</td>
<td>Storage godown for various agri-produce &amp; plantation crops per bag or per quintal basis.</td>
</tr>
<tr>
<td>31</td>
<td>Hiring Of Godown on rental basis</td>
</tr>
<tr>
<td>32</td>
<td>Agri produce - procurement, marketing and trading - coconut, ginger, pepper, etc.</td>
</tr>
<tr>
<td>33</td>
<td>Processing for value addition - Pickle making</td>
</tr>
<tr>
<td>34</td>
<td>Dairy - Milk collection, testing, chilling and milk route operations.</td>
</tr>
<tr>
<td>35</td>
<td>Dairy - Milk vending business</td>
</tr>
<tr>
<td>36</td>
<td>Farmers Clubs promotion</td>
</tr>
<tr>
<td>37</td>
<td>Farmers Service Center</td>
</tr>
<tr>
<td>38</td>
<td>Fasal Registration</td>
</tr>
<tr>
<td>39</td>
<td>Farmer Training</td>
</tr>
<tr>
<td>40</td>
<td>Farmers Super Market</td>
</tr>
<tr>
<td>41</td>
<td>Fisheries production/ procurement/ marketing units</td>
</tr>
<tr>
<td>42</td>
<td>Flour Mill</td>
</tr>
<tr>
<td>43</td>
<td>Flower Shop</td>
</tr>
<tr>
<td>44</td>
<td>Fruit Processing</td>
</tr>
<tr>
<td>45</td>
<td>Grain Mill</td>
</tr>
<tr>
<td>46</td>
<td>Rice Huller/ Rice Sheller</td>
</tr>
<tr>
<td>47</td>
<td>Honey, Tamarind Sales</td>
</tr>
<tr>
<td>48</td>
<td>Insurance Activity</td>
</tr>
<tr>
<td>49</td>
<td>Manure Depo</td>
</tr>
<tr>
<td>50</td>
<td>Milk Producers Co-Operative Society Ltd.</td>
</tr>
<tr>
<td>51</td>
<td>Multipurpose Cold Storage</td>
</tr>
<tr>
<td>52</td>
<td>Seed Processing Plant</td>
</tr>
<tr>
<td>53</td>
<td>Paddy Combiner - Harvest cum Thresher</td>
</tr>
<tr>
<td>54</td>
<td>Rental income from Storage Godown(for Agri-produce)</td>
</tr>
<tr>
<td>55</td>
<td>Soil &amp; Water Testing Lab</td>
</tr>
<tr>
<td>56</td>
<td>Turmeric Production &amp; Processing Unit</td>
</tr>
<tr>
<td>57</td>
<td>Way Bridge</td>
</tr>
<tr>
<td>58</td>
<td>Weekly Market/ Rural Haat</td>
</tr>
</tbody>
</table>

## II Other Rural Business Activities

<table>
<thead>
<tr>
<th></th>
<th>Activity Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>59</td>
<td>Rural Haat &amp; Market Complex</td>
</tr>
<tr>
<td>60</td>
<td>Cement Sale</td>
</tr>
<tr>
<td>61</td>
<td>Coop. Medical Store/ Jana Oushadi Kendra</td>
</tr>
<tr>
<td>62</td>
<td>Mini Super Market</td>
</tr>
<tr>
<td>63</td>
<td>RO Water plant - Supply through tank/ Cans/ Package drinking water through bottles</td>
</tr>
<tr>
<td>64</td>
<td>Book Binding</td>
</tr>
<tr>
<td>65</td>
<td>Stationery, Xerox &amp; Lamination</td>
</tr>
<tr>
<td>66</td>
<td>Clothes business</td>
</tr>
<tr>
<td>67</td>
<td>Pick-up Van(Passenger)/ Pick-up Truck(Goods)</td>
</tr>
<tr>
<td>No.</td>
<td>Activity Description</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>68</td>
<td>Petrol/ Diesel Outlet</td>
</tr>
<tr>
<td>69</td>
<td>Gas distribution agency</td>
</tr>
<tr>
<td>70</td>
<td>Building on Rent(for storing the Stocks)</td>
</tr>
<tr>
<td>71</td>
<td>Building Materials Depot including Roof sheets</td>
</tr>
<tr>
<td>72</td>
<td>Cargo Van</td>
</tr>
<tr>
<td>73</td>
<td>Chicken Centre</td>
</tr>
<tr>
<td>74</td>
<td>Clinical &amp; Diagnosis Laboratory</td>
</tr>
<tr>
<td>75</td>
<td>Commercial Complex</td>
</tr>
<tr>
<td>76</td>
<td>Computer Centre &amp; Desktop Publishing Work (DTP)</td>
</tr>
<tr>
<td>77</td>
<td>Computer Training Institute</td>
</tr>
<tr>
<td>78</td>
<td>Timber Depot</td>
</tr>
<tr>
<td>79</td>
<td>Marketing of Forest Produce - Broomsticks, Tez patha</td>
</tr>
<tr>
<td>80</td>
<td>Consumer Stores</td>
</tr>
<tr>
<td>81</td>
<td>Consumer Durable Goods</td>
</tr>
<tr>
<td>82</td>
<td>Custom Hosiery making (per piece basis)</td>
</tr>
<tr>
<td>83</td>
<td>Drilling Machine</td>
</tr>
<tr>
<td>84</td>
<td>Stamp Vending including E-Stamping</td>
</tr>
<tr>
<td>85</td>
<td>Edible Oil vending</td>
</tr>
<tr>
<td>86</td>
<td>Electronics Sales</td>
</tr>
<tr>
<td>87</td>
<td>Foam Mattresses</td>
</tr>
<tr>
<td>88</td>
<td>Furniture Showroom</td>
</tr>
<tr>
<td>89</td>
<td>Garments Trading,</td>
</tr>
<tr>
<td>90</td>
<td>Grihalekshmi Home Appliance</td>
</tr>
<tr>
<td>91</td>
<td>Hardware Store</td>
</tr>
<tr>
<td>92</td>
<td>Handloom</td>
</tr>
<tr>
<td>93</td>
<td>Chicken &amp; Meat Outlet</td>
</tr>
<tr>
<td>94</td>
<td>Fish and Fish products marketing</td>
</tr>
<tr>
<td>95</td>
<td>Fruits &amp; Vegetable vending</td>
</tr>
<tr>
<td>96</td>
<td>Rice sale business</td>
</tr>
<tr>
<td>97</td>
<td>Tiles &amp; Sanitaries</td>
</tr>
<tr>
<td>98</td>
<td>Oil Cake</td>
</tr>
<tr>
<td>99</td>
<td>Oil Sales</td>
</tr>
<tr>
<td>100</td>
<td>Organic Farming &amp; Sales outlet</td>
</tr>
<tr>
<td>101</td>
<td>Café/ Restaurant</td>
</tr>
<tr>
<td>102</td>
<td>FMCG Store</td>
</tr>
<tr>
<td>103</td>
<td>Earth moving equipment on hire basis</td>
</tr>
<tr>
<td>104</td>
<td>Generator on rent basis</td>
</tr>
<tr>
<td>105</td>
<td>Rice Mill</td>
</tr>
<tr>
<td>106</td>
<td>River Lift Irrigation service to farmer members</td>
</tr>
<tr>
<td>107</td>
<td>Furniture Shop</td>
</tr>
<tr>
<td>108</td>
<td>Saw-Cum-Veneer Mill Activities</td>
</tr>
<tr>
<td>109</td>
<td>Whole Sale &amp; Retail Sale</td>
</tr>
</tbody>
</table>

<p>| III | Other Service Activities                                |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>110</td>
<td>Social Security Pension Distribution</td>
</tr>
<tr>
<td>111</td>
<td>Bills payment, Electrical And Water Charges</td>
</tr>
<tr>
<td>112</td>
<td>E-Governance/ e-Seva: Birth &amp; Death Certificates, Land records, EC, Residence Certificate, Income/ BPL Certificate, Community Certificate, Legal Heir Certificate, Other Revenue Department related Certificates, etc.</td>
</tr>
<tr>
<td>113</td>
<td>Truck rental</td>
</tr>
<tr>
<td>114</td>
<td>Health Club services</td>
</tr>
<tr>
<td>115</td>
<td>Common Service Centre</td>
</tr>
<tr>
<td>116</td>
<td>e-Seva</td>
</tr>
<tr>
<td>117</td>
<td>Jana Seva Kendra</td>
</tr>
<tr>
<td>118</td>
<td>Public Distribution System (PDS)/ Fair Price Shop/ Ration Shop</td>
</tr>
<tr>
<td>119</td>
<td>Travel Agent services - Air/Railways/ Bus Ticketing</td>
</tr>
<tr>
<td>120</td>
<td>Ambulance Service</td>
</tr>
<tr>
<td>121</td>
<td>Auditorium</td>
</tr>
<tr>
<td>122</td>
<td>Tourism Project/ Beach Park (under Lease), Cruize ticketing, etc.</td>
</tr>
<tr>
<td>123</td>
<td>Welfare &amp; Charity services</td>
</tr>
<tr>
<td>124</td>
<td>Pension disbursement to BPL category families &amp; others</td>
</tr>
<tr>
<td>125</td>
<td>Funeral related services</td>
</tr>
<tr>
<td>126</td>
<td>Tent house, Chairs, Tables &amp; Utensils - cooking, serving, etc.</td>
</tr>
<tr>
<td>127</td>
<td>Dialysis And Diagnostic Centre</td>
</tr>
<tr>
<td>128</td>
<td>Food catering service</td>
</tr>
<tr>
<td>129</td>
<td>Facility of Function Hall</td>
</tr>
<tr>
<td>130</td>
<td>Utility services - Electrical, Plumbing &amp; Carpentry</td>
</tr>
<tr>
<td>131</td>
<td>Guest House</td>
</tr>
<tr>
<td>132</td>
<td>GST Registration</td>
</tr>
<tr>
<td>133</td>
<td>Holiday Home</td>
</tr>
<tr>
<td>134</td>
<td>Hiring of Solar Lanterns on Rental basis</td>
</tr>
<tr>
<td>135</td>
<td>Health Insurance schemes</td>
</tr>
<tr>
<td>136</td>
<td>Kalyana Mandapam/ Marriage Hall</td>
</tr>
<tr>
<td>137</td>
<td>Lab for ECG, USG, X Ray, CT Scan, MRI, Dialysis, Blood/ Sputum/Urine/Stool tests.</td>
</tr>
<tr>
<td>138</td>
<td>Net Café &amp; On-line registration, etc.</td>
</tr>
<tr>
<td>139</td>
<td>Pawn Brokers</td>
</tr>
<tr>
<td>140</td>
<td>NSC/ KVP Agency services</td>
</tr>
<tr>
<td>141</td>
<td>Skill Center</td>
</tr>
<tr>
<td>142</td>
<td>Rental Income from Renting Out Rooms</td>
</tr>
<tr>
<td>143</td>
<td>Rented Mini Hall To Members</td>
</tr>
<tr>
<td>144</td>
<td>Public School</td>
</tr>
<tr>
<td>145</td>
<td>Rural Convention Centre</td>
</tr>
<tr>
<td>146</td>
<td>Anganavadi Food Supplies</td>
</tr>
<tr>
<td>147</td>
<td>Steel, Aluminum utensils &amp; other utility items sales</td>
</tr>
<tr>
<td>148</td>
<td>SRTO operations</td>
</tr>
<tr>
<td>149</td>
<td>TV &amp;Mobile Service Center &amp; Recharge vouchers</td>
</tr>
<tr>
<td>150</td>
<td>Western Union Money Transfer</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>151</td>
<td>Working Women Hostel</td>
</tr>
</tbody>
</table>
Annexure III: Broad functional requirements from NLPSV.

The NLPS should comply with guidelines of NABARD and encompass the following broad functional requirements. This list is indicative and is not exhaustive.

I. Expected salient features of NLPS
   i. Streamlining the process and will establish standardised accounting practices.
   ii. Automation of workflow processes of the PACS.
   iii. Business development plan, annual and biannual development plan preparation
   iv. Web enabled to generation of centralised MIS.
   v. Log generation and audit trail.
   vi. Linkage/interface for insurance business.
   vii. Agency banking/financing transaction capturing.
   viii. Implementation of audit module.
   ix. Standardising data security.
   x. The accounting standards should be as prescribed by ICAI for cooperatives.
   xi. The system should incorporate relevant tax norms that may be applicable to cooperative for easy and accurate preparation of financial statements as also to facilitate fulfilment of tax obligations.
   xii. XBRL compatible accounting standards.
   xiii. Minimum connectivity solution to run the PACS Computerisation Software
   xiv. The software interface should be multilingual and should be available in all major Indian languages
   xv. The software shall have modular functions for each business module, as given in Annexure-II, and hence the PACS could choose to use the modules relevant for them.
   xvi. There should be an interface for having Digital Membership Register maintained at the DCCB/StCB level for the purpose of linkage to CBS of DCCB/StCBs for issuance of Rupay Card as per Regulatory norms and its operations across any of the ATMs, PoS or mPoS. There should be proper interfaces or mechanism in the software to handle these issues. This should enable DBT.
   xvii. The software should additionally generate data in respect of Pradhan Mantri Fasal Bima Yojana premium to be electronically transmitted/transmitted to the Government Portal, as per the requirement of the Govt. portal.
   xviii. The Normal Credit Limit data of PACS must be electronically generated and digitally transmittable to DCCB/StCB for sanction.
   xix. The interest subvention claims related data should also be generated from the software for lodging claims with Central and State Governments through DCCB/StCB.
   xx. There should be interface for warehousing the data of a PACS (with identity of linked DCCB/StCB) at the State Level and consolidation at National level. The software should be equipped to handle requirements in this regard.
   xxi. The NLPS will take care of all activities being undertaken by the PACS. The NLPS should interface with other packages running in the PACS, like the Paddy Procurement package, to generate the TB and P& L statement from the PCS.
   xxii. The NLPS should be available both in online and offline module with capability to consolidate data at the DCCB, State level.
The NLPS would have features of auto-generation of MIS reports, especially for use by the affiliated DCCB.

II. **Broad functional requirements of National Level PACS Software (NLPS)**

The Service Provider’s NLPS application to be deployed at PACS level should have STQC or equivalent certification as regards the robustness and quality of the software (in case certification process has been initiated it should be completed and should have been issued within six months of completion of the pilot).

A. **Banking functions:**
   1. Deposit Management
   2. Credit management
   3. Borrowing
   4. Balance sheet management
   5. Budgeting
   6. Accounting
   7. Registry maintenance
   8. Cash flow registry
   9. Audit Management
   10. Tax management- TDS/GST etc.
   11. Paddy Procurement
   12. Seeds Disbursement
   13. Fertilizer Disbursement
   14. Customer Profiles
   15. Customer hiring
   16. KYC
   17. Savings Bank account including no-frills account
   18. Deposits-FD/RD/Daily deposits
   19. Normal Credit Limit application generation
   20. Loaning to member
   21. KCC loans
   22. Borrowings by PACS
   23. Interest Subvention/Subsidy calculation (Central and State separately)
   24. Interest rebate on prompt repayment
   25. Mortgage loans
   26. Gold loans for agriculture / rural development purposes
   27. Asset classification (NPAs)
   28. Resetting of interest (back dated calculation of interest)
   29. Land Holdings
   30. Agent Commission (Daily Deposit)
   31. Term Loan
   32. Loan Repayment Overdue
   33. Trading & Inventory
   34. Investments / Borrowings
   35. Imbalances monitoring
   36. Any other module required based on local requirement
   37. Computer generated Passbook
38. Integration with CBS of DCCBs/StCBs
39. PIGMY deposit management
40. Chit fund/nidhi fund/other small savings management
41. Membership & Share capital
42. User manual on operating NLPS modules (in pdf and infographic videos)

B. Administration and Governance
1. Shareholder Management
2. Attendance and leave management
3. Interoperability with biometric attendance registers
4. Employee bill settlement
5. TA/DA and other conveyance registers
6. HR management and Payroll
7. Day activity
8. Integration with Smart Devices
9. Voter and Election management module

C. Business Management
1. Inventory management
2. Sales and purchase registry
3. Profit and loss accounts
4. Billing systems with inbuilt tax, cess calculations
5. Fixed assets, assets on lease
6. Trading operations
7. PDS business
8. Procurement business
9. Agri Equipment service on Rental Basis
10. Common facility centre related business
11. Other Business of PACS
12. Management of Godowns and other assets
13. Graphical User Interface
14. Modular Approach
15. Parameterized Setup
16. Online Help
17. Bilingual support (local language support)
18. CAS compliant & certified by CISA
19. Can work with a low-end machine/PC
20. Integration with DCCBs
21. SMS Facility to clients

D. Regulatory and MIS module
1. CAS – MIS returns (Common Accounting System approved by NABARD)
2. Monthly balance sheet
3. Tax Reports
4. Asset classification, NPA provisioning
5. Detailed audit trail
6. Statutory returns
7. Audit schedules
8. Shares Management Report
9. Daybook Report
10. Transaction Report
11. Balancing Report
12. Cashier Report
13. Loans / Deposit Patterns Report
15. General Ledger Report
16. Loan Ledger Report
17. Sundry Debtors / Creditors Register
18. Depreciation Chart
19. Stock Register
20. Land and Building Register
21. Assets Register
22. Trading Account Summary Report
23. Profit and Loss Report
24. Balance Sheet Report
25. RCS Reports
26. Imbalance reports
27. Capability to adapt/customise to any other regulatory requirements of State registrar of co-operatives

E. Public Service Delivery function

Compatibility of software for interoperability with following platforms

1. UIDAI facilities- Aadhar Data Vault ( compatible with data security standards), AePS, e-KYC,
2. NPCI- Smooth transactions of PACS with DCCBs/StCBs in terms of payment products of NPCI
3. Add on devices: micro-ATMS, PoS machines, biometric devices, e-Sign/digital signature, etc
4. Public Financial Management System- For Channelizing Remittances of Direct Benefit Transfers to Aadhaar verified accounts, verification and report generation
5. Jan Samarth Portal: for accessing Credit linked subsidies
6. Electronics-National Agricultural market (e-NAM)
7. State government subsidies
8. e-commerce networks
9. Other portals of GoI, State Govt, RBI, NABARD, etc.

f) Implementation of General features:

1. Intuitive User Interface for Ease of Use
2. Dashboards
3. Multilingual (Major Regional Language Interface)
4. Audit Trials
5. Database Independence
6. Enquiry Tools (Search & Locate)
7. Integration with Smart Devices- Point of Sale, Mobile, Smart Cards, Biometric, ATM, RuPay Card, etc.
8. Multichannel access: Browser based, Windows Smart Client, Mobile App, etc.
Note: Other than above, the NLPS shall based on the business requirements undertaken by PACS, as given in Annexure-II or any module based on futuristic demand due to present or future IT sector technological interventions and innovations. The proposed NLPS and NLDR should have the capability to adapt to any changes/additions required due to any changes in technologies, methodology, systems, etc.
Annexure IV: Technical Bid for NLPSV

The information provided in this section will be used to evaluate the bidder and only the shortlisted bidders will proceed to Commercial Bid Evaluation. The bidder are advised to provide all supporting documents indicated below and strictly adhere to all other instructions. The details are given below:

1. **Identifying Details- Bidder**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder /Prime Bidder in case of Consortium Partner</td>
</tr>
<tr>
<td>2</td>
<td>Office Address</td>
</tr>
<tr>
<td>3</td>
<td>Correspondence Address of the Bidder</td>
</tr>
<tr>
<td>4</td>
<td>Status of the Company (corporate / firm / govt. institution)</td>
</tr>
<tr>
<td>5</td>
<td>Details of Incorporation of the Company          Date:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Details of Commencement of Business              Date:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Valid Sales tax registration no.</td>
</tr>
<tr>
<td>8</td>
<td>Valid Service tax registration no.</td>
</tr>
<tr>
<td>9</td>
<td>Permanent Account Number (PAN)</td>
</tr>
<tr>
<td>10</td>
<td>Corporate Identification Number (CIN)</td>
</tr>
<tr>
<td>11</td>
<td>Goods and Service Tax (GST) Registration</td>
</tr>
<tr>
<td>12</td>
<td>Name &amp; Designation of the contact person to whom all references shall be made regarding this tender</td>
</tr>
<tr>
<td>13</td>
<td>Telephone No. (with STD Code)</td>
</tr>
<tr>
<td>14</td>
<td>E-Mail of the contact person:</td>
</tr>
<tr>
<td>15</td>
<td>Mobile No. of the contact person:</td>
</tr>
<tr>
<td>16</td>
<td>Website</td>
</tr>
<tr>
<td>17</td>
<td>Financial Details (as per audited Balance Sheets) (in Cr)</td>
</tr>
<tr>
<td>---</td>
<td>------</td>
</tr>
<tr>
<td>18</td>
<td>Net Worth</td>
</tr>
<tr>
<td>19</td>
<td>Turn Over</td>
</tr>
<tr>
<td>20</td>
<td>Profit After Tax</td>
</tr>
<tr>
<td>21</td>
<td>EBITDA</td>
</tr>
</tbody>
</table>

EMD Deposit Date (DD-MM-YYYY)

EMD Deposit UTR No. (EMD Deposit Receipt to be attached)

2. Profile of the consortium Partners, if any

<table>
<thead>
<tr>
<th>Details of the Consortium Partner (Company)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>7</td>
</tr>
<tr>
<td>8</td>
</tr>
<tr>
<td>9</td>
</tr>
<tr>
<td>10</td>
</tr>
<tr>
<td>11</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>12</td>
</tr>
<tr>
<td>13</td>
</tr>
<tr>
<td>14</td>
</tr>
<tr>
<td>15</td>
</tr>
<tr>
<td>16</td>
</tr>
<tr>
<td>17</td>
</tr>
<tr>
<td>18</td>
</tr>
<tr>
<td>19</td>
</tr>
<tr>
<td>20</td>
</tr>
<tr>
<td>21</td>
</tr>
</tbody>
</table>

### 3. Bank Account Details

**Bidder’s Bank Account Details**

<table>
<thead>
<tr>
<th></th>
<th>Supporting documents to be attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>Name of the Bank (with which Bidder’s/ Prime Bidder’s Account exists)</td>
</tr>
<tr>
<td>ii</td>
<td>Account Name</td>
</tr>
<tr>
<td>iii</td>
<td>Bidder’s Bank Account Number</td>
</tr>
<tr>
<td>iv</td>
<td>IFSC</td>
</tr>
<tr>
<td>v</td>
<td>Bidder’s PAN</td>
</tr>
</tbody>
</table>

**Supporting documents to be attached**

- Attach a copy of the cancelled cheque
- Attach a copy of the PAN Card

### 4. General Information

<table>
<thead>
<tr>
<th>S.No</th>
<th>Particulars</th>
<th>Response</th>
<th>Supporting Documents required to be scanned &amp; uploaded</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>Bidder is Registered under which Act?</td>
<td>A copy of Registration/Incorporation Certificate</td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>Number of Offices in India</td>
<td>Provide address proof of offices located in India</td>
<td></td>
</tr>
</tbody>
</table>

---

**Page 88 of 146**
<table>
<thead>
<tr>
<th>S.N</th>
<th>Evaluation</th>
<th>Supporting documents to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Experience of bidder in supplying and implementing: IT system solutions for BFSI institutions in India during last ten years viz., from FY 2011-2012 to FY 2021-22</td>
<td>Copies of POs and a Letter from the Customer confirming the successful implementation of the solution in their organisation should be submitted. The letter must indicate the Start and End date of implementation, No. of locations included. Contact Details of SPoC from the three organisations should also be furnished.</td>
</tr>
<tr>
<td>2</td>
<td>Implementing projects relating to the deliverables of this RFP using cutting edge technologies such as Block Chain/AI/ML etc.</td>
<td>Proof of work along with the other supporting documents certified from the client</td>
</tr>
<tr>
<td>3a</td>
<td>Experience of bidder in supplying and implementing ERP solutions for last 10 years viz., from FY 2011-2012 to FY 2021-22</td>
<td>Copies of POs and a Letter from the Customer confirming the successful implementation of the solution in their organisation should be submitted.</td>
</tr>
</tbody>
</table>
S.N | Evaluation | Supporting documents to be submitted
--- | --- | ---
6 | Experience in Regional Rural Bank / Regional Cooperative Bank society during last ten years | Proof of work along with the other supporting documents certified from the client.

| Experience in implementation of IT solution in e-commerce, store management or warehouse management sector in the last five years (i.e since Aug 2017) is preferred. | Proof of work along with the other supporting documents certified from the client.

The letter must indicate the Start and End date of implementation, No. of locations included. Contact Details of SPoC from the three organisations should also be furnished.

4 | **Certifications**  
The Bidder should have minimum ISO 9001:2015 and ISO 27018 and CMMI Level 3 or higher certification and the certificate should be valid as on date of bid submission. | Certification issued by an accreditation body (listed on International Accreditation Forum website)  
Copy of the same is to be attached.

5 | Approach and methodology | Detailed approach and methodology -1000 words.

6 | Total number of **resources available for development** and implementation of the system | Self-declaration certificate on the letter head of the company.

6. **Work plan and timeline**

   The bidder shall indicate their plan of work with timelines for the stages of work delineated at clause no. 21 of the RFP at any other stages envisaged by bidder as per their technical approach.

7. **Executive Summary**

   As mentioned at Clause no. 24 of the RFP

Authorized signatory:  
Designation:  
Phone & E-mail:  
Name of the Organization:  
Seal
Form A: CHARTERED ACCOUNTANT’S CERTIFICATE

(On letterhead of the Chartered Accountant’s Firm)

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

(₹ crore)

<table>
<thead>
<tr>
<th>Year</th>
<th>Turnover</th>
<th>EBITDA</th>
<th>Net Worth</th>
<th>PAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-18</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018-19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020-21</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2021-22</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name and Signature (with stamp):

Membership number:

Name of the Firm:

Firm Registration Number (FRN) of the Firm:

Note: The detailed Balance Sheet of the Bidder may be verified at a later stage by NABARD.
Annexure V: Commercial Bid

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Cost (in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One time cost of Software development (including UAT under live conditions/Pilot** in all States)</td>
<td></td>
</tr>
<tr>
<td>Customization/Parametrization/Additional cost per module (after rolling out of software as and when required)</td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>Year 2</td>
</tr>
<tr>
<td>Annual Maintenance Cost#</td>
<td></td>
</tr>
<tr>
<td>Annual Training Cost@</td>
<td></td>
</tr>
<tr>
<td>Cost of additional training over and above 1500 @</td>
<td></td>
</tr>
<tr>
<td>* Onsite managed services and support</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>Total (exclusive of GST)</td>
<td></td>
</tr>
</tbody>
</table>

# As defined at Clause No. 13.7.4
@ Training details as given in Clause No. 13.7 of the RFP
* Support details as given at Clause No. 13.7.5 of the RFP
** Pilot will be done on pre-existing hardware available with the PACS

Note:
1. Total cost must be quoted in Indian Rupees and in WORDS AND FIGURES.
2. In case of any discrepancy, amount quoted in words will be considered.
3. Payment will be made as per the payment terms mentioned in this RFP.
4. Prices quoted by the bidder are exclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST). GST will be paid on actual on production of original invoice.
5. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. While any increase in the rates of applicable taxes or impact of new taxes imposed by the Central or State Governments of India, subsequent to the submission of commercial Bid shall be borne by NABARD, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to NABARD in its favour. This will remain applicable throughout the Contract Period.
6. The financial evaluation shall be based on the above Financial Proposal.
7. No escalation on any account will be payable on the above amounts.

Authorized signatory:
Designation:
Phone & E-mail:
Name of the Organization:
Seal
Annexure- VI: Declaration of Clean Track Record
(To be submitted on Bidder’s company letter head)

Date:

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

Dear Sir,

Declaration Regarding Clean Track Record
Software delivery and implementation for NABARD

I have carefully gone through the Terms & Conditions contained in the RFP No. 570 dated 07 September 2022 regarding National Level PACS software development for this purpose. We hereby declare that our company/ firm has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations as on date of submission of the bid. I further certify that I am competent officer in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

Date Signature of Authorised Signatory ...
Place Name of the Authorised Signatory ...
Designation ...
Name of the Organisation ...
Seal ...
Annexure – VII: Power of Attorney

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

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

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘National Bank for Agriculture and Rural Development’ (“NABARD”) relating to Request for proposal RFP No.570 dated 07 September 2022 for ‘Selection of National Level PACS Software Vendor (NLPSV)’ and to attend meetings and hold discussions on behalf of the Company with NABARD in this regard.

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

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

For and on behalf of the Board of Directors of

______________________________
______________________________

WITNESS:
Signature of _________________

______________________________
Attested
Annexure –VIII: Letter of Conformity

(To be submitted on Bidder's company letter head)

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

Dear Sir,

RFP for Selection of a National Level PACS Software (NLPS) Vendor

We, the undersigned bidder/s, having read and examined the aforesaid RFP document, issued by National Bank for Agriculture and Rural Development (NABARD) do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by NABARD, provided however that only the list of deviations furnished by us in Annexure-____ of the main RFP document which are explicitly clarified by NABARD and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. 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 and persons claiming through us.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you,

Yours sincerely,

Date
Signature of Authorized Signatory ...

Place
Name of the Authorized Signatory ...
Designation ...
Name of the Organization ...
Seal:
Annexure –IX: Earnest Money Deposit (EMD)

(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER at prevailing rates)

To: National Bank for Agriculture and Rural Development

1. WHEREAS …………………………………………………….. (Name of Service Provider (hereinafter called the ‘the Service Provider”) has undertaken, in pursuance of Request for Proposal (RFP No.__/NABARD/2022-23 dated __ September 2022 for Selection of National Level PACS Software Vendor (Herein after called the ‘the RFP”)) to you.

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

3. AND WHEREAS we ----------------- Bank having its registered office at ----- and inter alia a branch office situated at ------- have agreed to give a performance guarantee in lieu of EMD of Rs. 5,00,00,000/- (Rupees Five Crore Only) on behalf the service provider.

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

5. We ----- Bank do hereby unconditionally and irrevocably undertake to pay to NABARD without any demur or protest, merely on demand from NABARD, an amount not exceeding ₹ 5,00,00,000/- (Rupees Five Crore Only) on by reason of any breach of the terms of the RFP dated ---- by service provider. We hereby agree that the decision of the NABARD regarding breach of the terms of the RFP shall be final, conclusive and binding

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

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

i. Any time waiver granted to the Service Provider;

ii. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Service Provider;

Page 97 of 146
iii. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;

iv. any unenforceability, invalidity or frustration of any obligation of the Service Provider or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the Service Provider;

v. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;

vi. any change in constitution of the Service Provider;

vii. any petition for the winding up of the Service Provider has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Service Provider has been made by a Court of competent jurisdiction;

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

ix. This guarantee shall be valid and be in force for a period of 180 days, i.e. up to ____________ and we hereby agree to renew this guarantee for such further period or periods at the request of NABARD in the event of the works specified in the Tender are finally awarded to the Tenderers and/ or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.

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

Signature and Seal of Guarantors (Bidder’s Bank)

.................................................................

Date..............................................................

Address .........................................................

.................................................................

...............................................................
Annexure-X: Bank Guarantee Form for Performance Security

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

WHEREAS ................................................................. (name and address of the Service Provider) (hereinafter called – the Service Provider ) has undertaken, in pursuance of RFP/contract no........................................... dated ............ to offer “Services in Developing National Level PACS Software” AND WHEREAS it has been stipulated by you in the said contract that the Service Provider 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 Service Provider such a bank guarantee;

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

(amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Service Provider 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 consulting the Service Provider 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 Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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

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

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...... ................. (sixty days beyond the date of completion)

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

Name and designation of the officer

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

**********
Annexure XI: Pre Bid INTEGRITY PACT

On non-judicial stamp paper of ₹200/-

Between

National Bank for Agriculture and Rural Development (NABARD)

hereinafter referred to as “The Principal”

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

Section 2 – Commitments of the Bidder(s)/Contractor(s)
(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

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

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

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

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

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

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

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

Section 3 – Disqualification from tender process and exclusion from future contracts
If the Bidder(s)/Contractor(s), before award or during execution has committed a
transgression through a violation of Section 2, above or in any other form which put
their reliability or credibility in question, the Principal is entitled to disqualify the
Bidder(s)/Contractor(s) from the tender process.

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or
Subcontractor, or of an employee or a representative or an associate of a Bidder,
Contractor or Subcontractor which constitutes corruption, or if the Principal has
substantive suspicion in this regard, the Principal will inform the same to the Chief
Vigilance Officer.
Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABARD is

Shri P K Sangewar, IRS (Retd.)
H No. 12-5-65/1, Flat No.109
Shri Harsha Sethuram Unique, Vijayapuri Colony, South Lalaguda
Secunderabad - 500017
Telangana
Email: sangewarer@gmail.com

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

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

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

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
(7) The monitor will submit a written report the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

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

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

__________________________________________________________  __________________________________________________________

(For & On behalf of the Principal)  (For & on behalf of the Bidder/contractor)

__________________________________________________________  __________________________________________________________

(Office Seal)  (Office Seal)
Place:  
Date:  

Witness 1:  
Name:  
Address:  

Witness 2:  
Name:  
Address:  
Annexure XII: Black List

Declaration that the Bidder is not any other BANK/ PSU’s / Govt.’s Vendor BLACK-LIST

Part A) In the case of a Consortium Firm:
We hereby declare that neither we, M/s. ................................, acting as prime bidder in consortium accompanying Bid/Tender nor any consortium partner have been placed on blacklist declared by any Bank, Financial Institution, State Govt or GoI, Govt’s Vendor or any other firm Black List, except as indicated below

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

Part B) In the case of Company:
We hereby declare that we have not been placed on any black list declared by declared by any Bank, Financial Institution, any State or GoI, Govt’s Vendor or any other firm Black List, except as indicated below:

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

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

Signature of Authorised signatory of the Bidder: ______________________
Name of Signatory: ______________________

Date:
Place:
Annexure XIII: Proposed Team Profile

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Name of Proposed Engagement Manager / Team Member</th>
<th>Role (Engagement Manager / Team Member)</th>
<th>Qualification</th>
<th>Experience in similar assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No of Assignments</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Details of Client (Out of which Banks/ FIs/ MFIs/BFSI)</td>
</tr>
</tbody>
</table>
Annexure XIV: Service Level Agreement

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

BY AND BETWEEN:

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

AND

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

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

WHEREAS:

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

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

C. NABARD had issued a Request for Proposal (“RFP”) vide ref No. 570 dated 07 September 2022 for provision of certain services which include the implementation of the National Level PACS Software, and had selected the Service Provider as the successful bidder as per the terms of the RFP.

D. Accordingly, Parties have entered into an agreement on or about the date hereof for the provisions of services for designing and implementation of National level PACS Software.

E. The Service Provider agrees to provide Support Services (as defined hereinafter) in relation to the implementation of the National Level PACS Software
F. The Parties have now decided to enter into this Agreement to record the terms and conditions which will govern the Support Services rendered by the Service Provider to NABARD during the Term (as defined hereinafter).

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

1. DEFINITIONS

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

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

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

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

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

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

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

“Customization” – means making changes to an Off-the-Shelf software/hardware to meet PACS/NABARD’s requirements

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

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

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

   a. war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade and military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;

   b. act of terrorism, sabotage or piracy;

   c. act of authority whether lawful or unlawful, compliance with any Law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;

   d. act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, nuclear catastrophe, volcanic activity, land slide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease;

   e. explosion, fire, destruction of facilities, and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;

   f. general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; or

   g. Any other cause beyond the reasonable control of the applicable Party.

Provided that the current ongoing situation regarding COVID-19 and/or lockdowns due to COVID-19 shall not be considered as Force Majeure Event under this Agreement.

h. “Go-Live” means the stage at which desired functionalities/modules will be implemented in the NLPS and the same can be seamlessly used by PACS for their day to day operations (End of the Day) without any hurdles such as:

   ✓ All functionalities, modules, deliverable specified in RFP are developed, UAT signoff accorded by competent authority and deployed in production.
   ✓ The application is ready for usage by the end users.
   ✓ The requisite trainings has been provided to Training Institutions/NABARD/ System Integrators/ NABARD identified master trainers.
   ✓ The production system is running smoothly as expected and received signoff from competent authority.
i. **“Intellectual Property”** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including patents, trademarks, copyright, integrated circuits, trade secrets, know how, design rights, discoveries, ideas, concept notes, business methods, software codes (including source code, object code executable file) and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests;

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

k. **“Personnel”** shall mean NABARD’s employees, executives, board members or individuals engaged in day to day business of NABARD or as may be designated by NABARD;

l. **“Project”** the design, development, testing, bug fixing, prototype development, customisation, pilot testing and implementation of the National Level PACS Software, by the Service Provider and maintenance, support and upgradation thereof, pursuant to the Principal Agreement;

m. **“Reports”** means information from the services in desired format.

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

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

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

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

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

s. **“Support Services”** means the services to be provided by the Service Provider to NABARD as set out in

t. "**Support**" means implementation support in the form of supply, installation, implementation, commissioning, maintenance of the software and maintenance of the desired Service Levels to provide quality customer service to NABARD.
u. "Support Term" is the period starting from the date of this Agreement, consisting of (a) warranty duration, and (b) post-warranty Annual Maintenance of duration for the delivery of Support. It will also mean such further extensions or renewals undertaken in accordance with this Agreement.

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

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

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

y. “UAT” means user acceptance testing to ensure that all features.

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

aa. “Warranty Period” means a period of ___ commencing from the date of Go-Live of the National Level PACS Software (NLPS) as per the terms of the SLA/Work order/Purchase order.

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

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

This Agreement shall ensure the following:

a) Establishment of mutual responsibilities and accountability of the Parties;

b) Definition of each Party’s expectations in terms of services provided;

c) Establishment of the relevant performance measurement criteria;

d) Definition of the availability expectations;

e) Definition of the escalation process; and

f) Establishment of trouble reporting single point of contact;

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

5. **Service Levels**

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

6. **Maintaining Service Levels**

i. The Service Provider shall be responsible for implementing and operating all measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable Service Levels.

ii. The Service Provider shall submit monthly reports on the 7th day of each calendar month to NABARD, with such details and in the format, as may be mutually agreed between the Parties, specifying compliance with the Service Levels.

iii. Service Provider shall provide additional services including advisory and consultancy on such terms and conditions as may be mutually agreed between the Parties. These services shall be made available for such fee as shall be determined by the Parties on the basis of the time to be spent and materials required for such services.

7. **ANNUAL MAINTENANCE CONTRACT (AMC)**

i. On expiry of Warranty, Service Provider will provide AMC for the system software/hardware for a period of duration as agreed in the RFP. While NABARD and Service Provider agree that the AMC is for a minimum period of 5 years post warranty period, the Agreement shall be automatically renewed on yearly basis, unless otherwise decided by NABARD by giving a 30 days’ prior written notice to the other.

ii. Service Provider shall offer comprehensive support under AMC, etc. supplied for NLPS. The support will also cover proactive system health check and reporting. However, this monitoring shall require NABARD’s permission with relevant access levels to the Systems.

iii. AMC support shall be provided on 24 x 7 x 365 basis.

iv. Software maintenance services: Software maintenance services include providing support for software deployed. This also includes bug fixing, applying patches and upgrades (both major and minor), fixing of vulnerabilities/defects identified through VAPT exercise or IS Audit or any other audit/observations, fine tuning of databases based on Database Tuning exercise, etc. The Service Provider shall ensure that during version upgrades and version migrations, customisations already done are carried over successfully.
v. The Service Provider shall maintain the application tuned for optimum performance and shall provide application utilization metrics (e.g., Process/Module names, no. of transactions executed, process execution time metrics, delayed process, abandoned processes, etc.)

8. AUDIT SERVICES

i. If it is desired by NABARD/Reserve Bank of India or any regulatory authority of the country, the Service provider shall subject themselves to an audit of the systems and processes followed by the Service Provider for the product supplied to NABARD as also the processes/services, by which, support is being provided to NABARD, including support services, escalation methodologies, change management processes, etc. as per the risk parameters finalized by the NABARD/ such auditors.

ii. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the NABARD or as per mutual agreed proportion. No Audit or inspection will be allowed till Service Provider has received at least 5 business days’ prior written notice for Audit or inspection conducted by NABARD, while prior notice may not be given for Audit or inspection conducted by Regulatory authority.

iii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by NABARD or in the certification submitted by the auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same within such timelines as prescribed by NABARD. The Service Provider shall provide certification of the auditor to NABARD regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies were observed.

iv. NABARD reserves the right to call and/or retain any relevant material information/reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to NABARD.

9. PERSONNEL AND INSPECTION OF RECORDS

i. The Service Provider shall coordinate with the Authorised Representatives of NABARD, for continuous monitoring and assessment by NABARD of the Support Services provided under this Agreement.

ii. The Service Provider shall appoint sufficient number of individuals in order to ensure that the Support Services are provided to NABARD in a proper, timely and efficient manner. The Service Provider shall provide NABARD with the names of the individuals who shall be involved in carrying out the Support Services and shall obtain approval in writing from NABARD before making any change in such team. The individuals appointed by the Service Provider shall be those indicated by the Service Provider under its response to the RFP. Any additional individual shall be appointed subject to prior written approval from NABARD.
iii. The Service Provider shall maintain electronic books of accounts, log-books and any other operating records that it may deem necessary in connection with the rendering of Support Services under this Agreement. The Service Provider shall retain all such electronic books of accounts and operating records relating to the Support Services for a period of 7 (seven) years after the expiry or earlier termination of the Agreement.

iv. In order to enable NABARD to comply with Applicable Laws, the Service Provider shall furnish such documents and information, in addition to the books and electronic records maintained by the Service Provider in terms of this clause, as may be requested by NABARD, from time to time, in relation to the Support Services rendered by the Service Provider under this Agreement at its own cost.

v. Upon receipt of formal communication from NABARD, whether during the Term or thereafter, the Service Provider shall permit NABARD and/or its Authorized Representative(s) to, during normal business hours on any Business Day, access its premises to inspect the electronic records maintained by the Service Provider in relation to the Project.

vi. If required under Applicable Law, whether during the Term or thereafter, the Service Provider shall provide access to any Governmental Authority to inspect records, documents, books and accounts of the Service Provider maintained in relation to the Support Services rendered under this Agreement.

vii. Manpower hiring – the duties/ obligations, regulatory compliance on the part of the Service provider, particularly compliance with respect to the Contract labour Act and other labour laws to be fulfilled by the Service Provider

10. SUPPORT BY NABARD

i. NABARD shall provide Service Provider with necessary access to NABARD's Personnel and its equipment, only as necessary for provision of Support Services by the Service Provider.

ii. NABARD shall provide supervision, control and management of the use of the Support Services. In addition, NABARD shall implement procedures for the protection of information in the event of errors or malfunction of the equipment.

iii. NABARD shall document and report all detected errors or malfunctions of any software or programs to the Service Provider. NABARD shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Service Provider.

iv. NABARD shall annually review the financial and operational condition, security practices and control processes, performance during the year of the service provider to re-assess its ability to continue to meet outsourcing obligations in order to ensure its preparedness for business continuity.

11. WARRANTY

i. Warranty support shall be covered from the date of Go-Live of the project. During the warranty period, Service Provider will provide in each PACS to end
of project period, i.e. 31 March 2021 the implementation Support for the software

ii. Warranty support shall be provided on 24 x 7 x 365 basis with predefined time lines during office Hours i.e. 8 AM to 8 PM and Beyond office hours as per administrative exigencies (As per agreed time lines).

iii. Service Provider will sign agreements with Original Equipment Manufacturers (OEMs) for any support services required from them and shall be responsible for any SLA in this regard, which shall be agreed between NABARD and Service Provider.

iv. During the Warranty Period, Service Provider shall provide the Upgrades and Updates to be patched on to the systems.

12. TRAINING SERVICES
i. Service Provider to offer training to NABARD’s employees and Client Institutions as defined in the RFP on the software/hardware covering features, facilities, operations, implementation, trouble shooting, system administration, audit, MIS including report generation, etc.

ii. Service Provider shall provide handholding support during pre and post implementation and rollout phases with the adequate number of competent support persons for the period as specified in the RFP.

iii. Service Provider to provide manuals for reference in handling of operation and running the software/hardware etc.

iv. Training - While On-site training is the norm, offsite or web based training could also be considered keeping in view exigencies as decided mutually. Where Web based training is provided, on-site training could be considered at a later point. Online and offline content also to be part of Training set up and knowledge transfer. Simple and easy to understand short videos on various features, wherever needed; functionalities and workflows may be designed as ready reckoner to further accelerate the training process. Service provider may need to coordinate and provide content for the development of e-learning modules of NABARD.

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

   b) Providing services based on timelines and completion of the same as mentioned in the Schedule I

   c) Change Requests (CRs): While, development of returns/reports shall be onsite and no CRs are generally visualized. If any change requests for applications would have to be first cleared by NABARD. After finalizing the proposed change, a Business Requirement Document (BRD) will be prepared followed by development, UAT testing and movement to production. The person day rate will be as under:

14. PERIODIC REVIEW PROCESS
This SLA is an operational document and will be periodically reviewed and changed when the following events occur:

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

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

**15. EXCLUSIONS**

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

a) the restoration of any service that has been lost due to the failure of NABARD

b) The correction of any error, malfunction or fault in the Software due to a failure on the part of NABARD to operate the System in accordance with the Technical Documentation provided by Service Provider.

c) The correction of any error, malfunction or fault in the Scope due to any accident or disaster affecting the system on which the System is located.

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

**16. ADDITIONAL SERVICES**

i. Service Provider may provide additional services such as advisory and consultancy on such terms and conditions as may be mutually agreed between the parties. These services will be made available on a time and materials basis.

ii. NABARD regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the system. The Service Provider shall make suitable changes as per the recommendations emerging from VAPT's emerging within the contract period at no additional cost to NABARD. The vulnerabilities so identified may be fixed by the Service Provider within the predefined timeline as follows:

<table>
<thead>
<tr>
<th>#</th>
<th>Severity</th>
<th>Impact</th>
<th>Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Critical &amp; High category Vulnerabilities</td>
<td>Exploitation could result in elevated privileges.</td>
<td>Within 30 (thirty) days of intimation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Exploitation of the vulnerability likely results in root-level</td>
<td></td>
</tr>
</tbody>
</table>
iii. For the period, Service Provider hosts the software infrastructure over third-party infrastructure outside NABARD DC, necessary logs generated by the software/applications to be provided by the Service Provider to the NABARD on a quarterly basis or whenever needed by the NABARD (whichever is earlier).

17. INTELLECTUAL PROPERTY OWNERSHIP

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

18. CONFIDENTIALITY

i. All data captured and reported by Service Provider to the NABARD in connection with terms of this agreement shall be deemed to be “Confidential Information” for the purpose of this clause and cannot be disclosed by Service Provider without written consent of NABARD. Likewise, any information provided by NABARD in terms of this agreement shall also be deemed to be ‘Confidential Information’ for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to NABARD) should be returned back to NABARD. Likewise, the data captured by Service Provider and retained by Service Provider is purely for providing service and based on the agreement entered into with the NABARD. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Service Provider will be property of NABARD. The Provision of Confidential Information shall survive termination or expiration on this agreement.

<table>
<thead>
<tr>
<th>Category</th>
<th>Vulnerabilities</th>
<th>Exploitation</th>
<th>Intimation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Medium Category</td>
<td>Exploitation provides only very limited access to attacker.</td>
<td>Within 45 (forty-five) days of intimation</td>
</tr>
<tr>
<td>3</td>
<td>Other Category</td>
<td>Very little impact on an organization's business or operations.</td>
<td>Within 90 (ninety) days of intimation</td>
</tr>
</tbody>
</table>
ii. The service provider will be exposed by virtue of the contracted activities of internal business information of NABARD, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, or legal action against the vendors for breach of trust.

iii. In case the selected bidder acts in extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this agreement and subsequent purchase order.

iv. The selected bidder shall not, without the written consent of NABARD, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of NABARD in connection therewith, to any person(s).

v. The bidder shall not, without the prior written consent of the NABARD, make use of any document or information except for purposes of performing this agreement.

vi. Service Provider shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of NABARD’s information and data in its possession and to prevent unauthorized access thereto or use thereof.

vii. The selected bidder shall submit a non-disclosure agreement as per Annexure – XV.

19. SUBCONTRACTING

i. Service Provider may engage the services of sub-contractors to perform any of its duties with the prior written permission of NABARD. Unless otherwise agreed in writing, no sub-contracting of such duties shall relieve Service Provider of responsibility for their due performance.

ii. The Service Provider shall ensure that the sub-contractor is bound by the terms of this Agreement as applicable. A copy of contract details entered between Service Provider and sub-contractor to be made available by the Service Provider to NABARD within 30 days of engaging the sub-contractor.

iii. Service Provider agrees that it shall not transfer/assign to any of its rights and/or obligations under this agreement to any entity including affiliates without the prior written permission from NABARD.

iv. 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.

v. NABARD, including its’ auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another Service Provider.

vi. The Service Provider shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, background checks and other due diligence to examine their antecedents and
ensure their suitability for such engagement. The Service Provider shall retain the records of such verification and shall produce the same to NABARD as and when requested.

vii. In relation to a Third Party sub-contractor appointed in terms of this Clause, NABARD may, withdraw its approval and direct the Service Provider to terminate the appointment of such Third Party subcontractor with immediate effect or within such other period as may be prescribed by NABARD in its sole discretion, if NABARD determines that the Third Party subcontractor is in breach of this Agreement or if NABARD is not satisfied with the quality of Support Services rendered by such Third Party sub-contractor. Upon receipt of notice by NABARD, the Service Provider shall terminate the appointment of such Third Party sub-contractor, provided that nothing contained in this Clause shall effect the right of the Service Provider to appoint any other Third Party sub-contractor in terms of this Clause 16 (Subcontracting).

20. **LIMITATION OF LIABILITY**

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

21. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

Service Provider hereby represents and warrants to NABARD that:

i. it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organisation;

ii. it has taken all necessary actions, corporate or otherwise, as applicable to it to authorize or permit the execution, delivery and performance of this Agreement and the transactions contemplated hereunder, and this Agreement when executed and delivered by it is a valid and binding obligation of such Party enforceable in accordance with its terms;

iii. neither the execution, delivery and performance of this Agreement, nor the performance of the transactions contemplated in the Agreement by it, will (i) constitute a breach or violation of its charter documents, (ii) conflict with or constitute (with or without the passage of time or the giving of notice) a default under or breach of performance of any obligation, agreement or condition that is applicable to it, (iii) contravene any provision of any Law applicable to it, or (iv) require the consent of any Third Party, including any Governmental Authority, by it other than as set out in this Agreement;

iv. there are no claims, investigations or proceedings before any court, tribunal or Governmental Authority in progress or pending against or relating to it, which
could reasonably be expected to prevent it from fulfilling its obligations set out in this Agreement;

v. it is not bankrupt or insolvent under the Applicable Laws of its jurisdiction and there are no insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it, or is pending or, to the best of its knowledge, threatened in writing, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

vi. Service Provider shall provide the Support Services in accordance with the generally accepted industry standards and practices relating to such Support Services and in accordance with requirements specified by NABARD in writing;

vii. the Service Provider has the requisite infrastructure, facilities and systems, including adequate skill, know-how, and manpower to fulfil its obligations under this Agreement on its own and shall undertake all Support Services and obligations under this Agreement on a first priority basis;

viii. Service Provider shall exercise highest standards of skill, care, and due diligence in performance of its Support Services and obligations under this Agreement;

ix. Service Provider has adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to provide uninterrupted performance of Support Services under this Agreement consistent with the standards agreed hereto;

x. The Service Provider shall provide Support Services in accordance with the specifications set out under this Agreement;

xi. Service Provider will not violate the Intellectual Property Rights of Third Parties whilst providing the Support Services;

xii. Service Provider shall provide Support Services in the premises of NABARD or in an enclosed environment wherein no third party or any employees of the Service Provider will have access to such premises. Only such personnel/ Third party sub-contractors (as per Clause ) of the Service Provider who are working to or engaged for providing the Support Services under this Agreement between the Service provider and NABARD shall have the restricted access to such enclosed environment.

xiii. Service Provider shall ensure that the employees of the Service Provider/ Third Party sub-contractors who are engaged in providing the Support Services under this Agreement shall have executed/ execute such confidentiality documents as may be required by NABARD and shall have confidentiality obligations not lesser than those prescribed under this Agreement.

xiv. The Service Provider shall be fully and completely responsible and liable for all acts, omissions, liabilities undertaken by personnel employed / engaged by the Service Provider and shall be solely responsible for any and all claims, payments and benefits payable to such personnel employed by the Service Provider.

xv. The Service Provider further undertakes to exercise all due diligence with regard to and shall maintain strict controls and physical and digital safeguards in connection with the Support Services.
xvi. any material, codes, applications, front ends, etc created, developed or being used for providing the Support Services under this Agreement shall not be shared with or shown to or discussed with any other entity whatsoever, for any purpose including any development, sales pitch, demonstration or publicity or as examples or otherwise.

xvii. no representation or warranty by it contained herein or in any other document furnished by it to NABARD or to any government instrumentality in relation to the Support Services contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

xviii. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or Personnel of NABARD in connection therewith.

xix. The Service Provider shall not, whether during or after the Term of this Agreement, make any announcements or statements to any person that are or may be derogatory, defamatory or prejudicial to NABARD, or any of its Affiliates, directors, Personnel, officers, agents or advisors, in any manner.

xx. Appropriately qualified personnel appointed by the Service Provider shall perform Support Services as listed in Schedule I with due care and diligence and to such high standards of quality as it is reasonable for NABARD to expect in all the circumstances post the expiry of this Agreement.

22. WARRANTIES POST SLA EXPIRY

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

23. NOTICES

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

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

<table>
<thead>
<tr>
<th>Address of NABARD</th>
<th>Address of Service Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Designation: Chief General Manager</td>
<td>Name &amp; Designation:</td>
</tr>
<tr>
<td>Postal Address/ Office Address:</td>
<td></td>
</tr>
</tbody>
</table>
24. INDEMNIFICATION

i. Service Provider shall indemnify and agrees to defend and to keep NABARD and its affiliates and agents, officers, directors, employees successors and permitted assigns indemnified, from any and all Losses suffered arising from, or in connection with, any of the following:

ii. the non-performance and non-observance of any of the terms and conditions of this Agreement by the Service Provider;

iii. acts or omissions of the Service Provider which amount to negligence or wilful misconduct;

iv. any infringement or alleged infringement by the Service Provider of a Third Party's Intellectual Property;

v. any infringement or alleged infringement by the Service Provider of NABARD's Intellectual Property and/or Material

vi. Failure by the Service Provider to fulfil its obligations under any applicable Law.

vii. The Service Provider shall, at his own expense, defend and indemnify NABARD against any Losses in respect of any damages or compensation payable in relation to any non-compliance with Applicable Law including (i) non-payment of wages, salaries, remuneration, compensation or the like and (ii) any Losses arising out of or in relation to any accident or injury sustained or suffered by the Service Provider’s workmen, contractors, sub-contractors, Service Providers, agent(s), employed/engaged otherwise working for the Service Provider or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Service Provider.

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

25. TERM AND TERMINATION

i. Term

This Agreement shall commence on and from the Effective Date and shall remain valid until the subsistence of the Work order/Purchase order (including all renewals thereof) ("Term"), unless terminated earlier in accordance with Clause 25.ii (Termination) hereunder.
ii. Termination/Order Cancellation/Termination of Contract

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

a. Delay in Implementation of the Project beyond the specified periods for reasons solely ascribed to the Service Provider, as determined by the Competent Authority of NABARD.

b. Serious discrepancies noted in the implementation of the project.

c. Breaches in the terms and conditions of the Purchase Order.

d. Project adversely affecting the Core Systems or Core Business of the NABARD and the normal functioning of the Offices of NABARD.

iii. If Service Provider fails to upgrade any or all of the critical hardware/software within the period(s) specified in the Contract or within any extension thereof granted by the NABARD.

iv. If Service Provider fails to perform any other obligation(s) under the Contract.

v. If Service Provider is not providing after sales and maintenance services and the calls are not attended for three or more occasions, NABARD is at liberty to terminate the Contract by giving 30 days’ Notice. If Service Provider provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.

vi. In addition to the cancellation of purchase order, NABARD reserves its right to invoke the Performance Bank Guarantee given by the Service Provider after giving notice.

vii. Termination in all circumstances will mean a proper transition with data transfer in a readable format along with all knowledge documents. Transition to take within a month unless extended by mutual consent.

viii. NABARD, without prejudice to any other remedy for breach of contract, by giving 30 days’ written notice of default sent to Service Provider and if Service Provider fails to cure the default within the notice period, may terminate this Contract in whole or in part.

ix. Failure of the successful bidder to accept the contract.

e. Delay in services in case of deviation from the schedule beyond three months or as deemed suitable by the Competent Authority of NABARD or in the event of NABARD informing the service provider in writing and no improvement is observed.

x. Serious problems in quality of services and despite NABARD informing the service provider in writing more than once and no improvement is observed.

xi. In addition to the cancellation of purchase contract, NABARD reserves the right to appropriate the damages through encashment of Bid Security/Performance Guarantee given by the service provider.

xii. NABARD shall have the option to terminate any subsequent agreement/contract, in whole or in part by giving the Successful bidder at least 30 days’ prior notice in writing. However, the successful bidder shall not have any right to terminate the Agreement entered into subsequent to this RFP.
26. **Effect of Termination**

i. Service Provider agrees that it shall not be relieved of its obligations under the Reverse Transition Mechanism notwithstanding the termination of the Contract/assignment. Reverse Transition Mechanism would typically include service and tasks that are required to be performed /rendered by Service Provider to NABARD or its assignee to ensure smooth handover and transitioning of NABARD’s deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.

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

iii. Service Provider agrees that after completion of the Term or upon earlier termination of the Contract/assignment Service Provider shall, if required by NABARD, continue to provide warranty services to the NABARD at no less favourable terms than those contained in RFP/Agreement. In case NABARD wants to continue with the Service Provider after the completion of this contract then Service Provider shall offer the same or better terms to NABARD. Unless mutually agreed, the rates shall remain firm.

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

v. Notwithstanding the termination or expiry of this Agreement, all rights granted to NABARD pursuant to this Agreement shall survive.

vi. Service Provider shall:

   a) return any and all Confidential Information of NABARD, whether in written or electronic form, and shall not retain any copies, extracts, derivatives, or other reproductions of the Confidential Information of the requesting Party (in whole or in part) in any form whatsoever;

   b) Take reasonable steps to assure that any and all documents, memoranda, notes, and other writings or electronic records prepared or created by the requesting Party, which include or reflect the Confidential Information of the requesting Party, are returned.

   c) Provide Declaration of return or destruction of confidential information to NABARD. The last AMC payment will be made on provision of above declaration

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

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

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

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

iv. The seat & venue of the same shall be in Mumbai (as agreed in RFP)

v. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.

vi. The language of the proceedings shall be in English.

vii. Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction.

viii. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party’s specified address. The same has to be acknowledged by the receiver in writing.

a) A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

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

   The Chief General Manager
   Institutional Development Department
   National Bank for Agriculture and Rural Development
   5th Floor, ‘E’ Wing, Bandra-Kurla Complex, Bandra(East),
   Mumbai-40051

28. **INDEPENDENT CONTRACTOR**

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

29. **Source Code and Documentation**

The software shall be purchased on an outright basis and will become the property of NABARD and/or GoI appointed agency nominated for the purpose. Accordingly, the successful bidder, once the purchase consideration are paid shall work during customisation and AMC period as an authorised agent of NABARD/owning agency for making further development and customisation/parametrisation.

For this purpose all the source code and code documentation from time to time including version upgrades/patches/fixes and enhancement shall be stored at a location, in a mode and firm of NABARD’s choice and access will be strictly controlled by NABARD post signing off the contract.

For avoidance of any doubt, it is clarified that on triggering of a termination event, NABARD will have the unfettered right to transfer the source code and code documentation to any entity of its choice and the service provider shall claim no intellectual property or residual rights in the source code and code documentation. A few examples of termination event are:

i. bankruptcy, winding up, liquidation proceedings are commenced in respect of the selected Bidder, or

ii. Bidder passes a resolution approving voluntary winding up proceedings, or

iii. there is an assignment by the Bidder for the benefit of its creditors, or

iv. the Bidder is involved in any dispute with a third party and/or the NABARD, which, in NABARD’s sole determination, affect the rights in the Background Intellectual Property.

30. **FEES**

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

31. **FORCE MAJEURE**

a. No Party shall be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent the default or delay is caused, directly or indirectly, by Force Majeure and provided that the non-performing Party could not have been prevented such default or delay.

b. The affected Party shall provide notice of non-performance due to Force Majeure to the other Party within 24 hours after the start of such non-performance (or, if providing notice within such time frame is not commercially practicable due to Force Majeure, then as soon as possible thereafter) and such non-performance will be excused for the period such Force Majeure Event causes such non-performance; provided that if NABARD determines it is commercially or technically infeasible to cure the Force
Majeure and so notifies the Service Provider, then NABARD may terminate this Agreement effective immediately upon delivery of notice of termination to the Service Provider.

32. LIQUIDATED DAMAGES

i. NABARD shall be entitled to recover liquidated damages as set out in Schedule I from the Service Provider for breach of Service Levels.

ii. Except as otherwise specified under Schedule I, if the Service Provider fails to deliver any Support Services or meet any Service Levels under this Agreement, NABARD shall be entitled to liquidated damages of a sum equivalent to 0.25% percent of the contract price per week or part thereof of the unperformed services subject to maximum of 5% of the contract price. In case of delay beyond a period of 15 days unless otherwise waived by NABARD, NABARD at its discretion may consider the delay as a ground for termination of the Agreement.

iii. NABARD reserves the right to impose / waive any such liquidated damages. Parties agree that the liquidated damages constitute a genuine pre-estimate of the damages, losses, likely to be suffered by NABARD in the event of breach by the Service Provider of the terms hereof.

iv. NABARD may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the Service Provider in its hands (which includes NABARD’S right to claim such amount against the Service Provider’s bank guarantee under the Work order/Purchase order) or which may become due to the Service Provider. Any such recovery of penalty shall not in any way relieve the Service Provider from any of its obligations to complete the Support Services or from any other obligations and liabilities under this Agreement.

33. MISCELLANEOUS

a. This agreement shall be effective for a period of five years from the date of Go-Live unless terminated as per the clause provided in this agreement.

b. All the scope of work stipulated in the RFP ....................... dated .......................... regarding National Level PACS Software (NLPS) are considered as part and parcel of this agreement.

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

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

e. Terms of Payment: In consideration of the Services and subject to the provisions of the RFP and this Agreement, NABARD shall pay the amounts in accordance with the Terms of Payment Schedule of the Purchase Order.
f. Service Provider shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.

g. Service Provider will not release any factual information concerning these SLAs Agreement to any person/news media without prior permission of NABARD.

h. In the event of change in ownership structure or change in control, in any manner whatsoever of Service Provider, or if any person / entity that, as of the Execution Date, does not possess, directly or indirectly, the power to direct or cause the direction of the management, policies or affairs of the Service Provider, whether through the ownership of voting securities, by contract or otherwise, later comes into possession of such power, Service Provider shall inform NABARD in writing of such change in control along with the details of new ownership structure or persons / entities in control. In such event, NABARD shall have the right to terminate this Agreement.

i. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.

j. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts in hard form.

k. This Agreement shall be deemed to be incorporated as part of the Work Order/Purchase Order by reference. This Agreement along with the Work Order/Purchase Order shall contain the entire understanding of the Parties and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

l. No supplement, amendment or modification to this Agreement shall be valid, enforceable or binding upon the Parties unless made in accordance with the provisions of this Agreement.

m. The Parties agree that in the event of any conflict between the provisions of this Agreement and the Work Order/Purchase Order, the provisions of the Work Order/Purchase Order shall prevail.

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

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

NABARD _______________ (Name of Service Provider) _______________
1. The Service Provider shall manage the development, delivery and implementation of the National Level PACS Software (NLPS) in a structured, organized, and cost-effective manner.

2. The Service Provider shall bring in accuracy and uniformity in the conduct of business, accounting with entries originating at the transaction level and reporting thereof through standardization of processes, implementation of Common Accounting System (CAS), Generation of consolidated Financial Statements, Management Information System (MIS), Generation of reports at National Level, State level and as per the requirement of other stakeholders such as NABARD, GoI, State Govts, StCBs, DCCBs, etc.

3. The Service provider shall provide one common ERP software application i.e. National Level PACS Software (NLPS), customisable for state specific needs, to capture data on all functionalities of PACS, both credit and non-credit, including system software with Disaster Recovery features, etc.

4. The Service Provider shall provide training on use of software to System Integrators (SIs) and National Level Training Institutions and NABARD selected officials/ master trainer.

5. Project Management Service Levels
<table>
<thead>
<tr>
<th>Type</th>
<th>Measurement</th>
<th>Timelines</th>
<th>% of the contract price, for each calendar week of delay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptance of the Work Order</td>
<td>Copy of work order duly accepted by authorized signatory</td>
<td>Starting of the project period</td>
<td>0.25%</td>
</tr>
<tr>
<td>Signing of Contract with NABARD</td>
<td>Signed Contract</td>
<td>Within 1 weeks of acceptance of order</td>
<td>0.25%</td>
</tr>
<tr>
<td>Interaction with NABARD Team</td>
<td>Delivery AS-IS document</td>
<td>Within 4 weeks of acceptance of order</td>
<td>0.25%</td>
</tr>
<tr>
<td>Proposed NLPS and with the customization required as per the technical bid or as per any changes suggested by NABARD after the award of contract.</td>
<td>Delivery BRD document</td>
<td>Within 10 weeks of acceptance of order</td>
<td>0.25%</td>
</tr>
<tr>
<td>Set up of cloud resources with Development Environment, System Software and associated software as per the technical bid including setting up pre-production and production environment,</td>
<td>Delay from stipulated timelines</td>
<td>Within 12 weeks of acceptance of order</td>
<td>0.25%</td>
</tr>
<tr>
<td>Task Description</td>
<td>Delay from stipulated timelines</td>
<td>Acceptance of order Duration</td>
<td>Penalty on contract price for each calendar week of delay</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>----------------------------------</td>
<td>-------------------------------</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Delivery of Test Environment with System Software and associated software</strong></td>
<td>Within 14 weeks of acceptance of order</td>
<td>0.25% of the contract price</td>
<td></td>
</tr>
<tr>
<td><strong>Testing &amp; Debugging/Mid Term Review</strong></td>
<td>Within 16 weeks of acceptance of order</td>
<td>0.25% of the contract price</td>
<td></td>
</tr>
<tr>
<td><strong>Rectification of observations made during mid-term review</strong></td>
<td>Within 20 weeks of acceptance of order</td>
<td>0.25% of the contract price</td>
<td></td>
</tr>
<tr>
<td><strong>Go Live with 100% of the functionalities for pilot testing in upto 1000 PACS</strong></td>
<td>Within 28 weeks of acceptance of order</td>
<td>0.25% of the contract price</td>
<td></td>
</tr>
<tr>
<td><strong>Review of the progress of pilot testing</strong></td>
<td>Within 32 weeks of acceptance of work order</td>
<td>0.25% of the contract price</td>
<td></td>
</tr>
<tr>
<td><strong>Roll out in 13000 PACS/ such number of PCs ready to go-live in Stage-I and complete hosting of the software in NLDR.</strong></td>
<td>Within 36 weeks of acceptance of order</td>
<td>0.25% of the respective deliverable for each calendar week of delay</td>
<td></td>
</tr>
<tr>
<td><strong>Documentation Updates (both technical and functional)</strong></td>
<td>Service Provider provides documentation later</td>
<td>0.25% of the contract price</td>
<td></td>
</tr>
</tbody>
</table>
than 1 week after UAT is completed.

<table>
<thead>
<tr>
<th>Roll out in additional 20000 PACS</th>
<th>Roll out plan with timelines and milestones achieved</th>
<th>Within 01 year from the date of software implementation in all 13000 PACS</th>
<th>0.25% of the balance amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roll out in additional 30000 PACS</td>
<td>Roll out plan with timelines and milestones achieved</td>
<td>Within 02 years from the date of software implementation in all 13000 PACS</td>
<td>0.25% of the balance amount</td>
</tr>
<tr>
<td>AMC, Training and Maintenance Support</td>
<td>Throughout the period of project. Training as directed by NABARD</td>
<td>For total project period of 05 years</td>
<td>0.25% of the contract price for each calendar week of delay</td>
</tr>
</tbody>
</table>

6. NABARD shall at its sole discretion determine the order value of the relevant deliverable for the purpose of calculation of liquidated damages in case of failure of compliance with the Service Levels as set out above.

7. The overall liquidated damages payable by the Service Provider during the implementation of the National Level PACS Software shall be a maximum of 5% of the Contract Price.

**Part B**

**Project Quality Levels**

1. The Service Provider shall apply appropriate process and practices in order to deliver high quality services/solution to NABARD.

2. Software Quality Service Levels and Penalties

<table>
<thead>
<tr>
<th>Type</th>
<th>Measurement</th>
<th>Liquidated Damages/Penalties</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Success Rate at User Acceptance Test</td>
<td>Less than 80% of user acceptance test cases pass on the first execution.</td>
<td>1% of Implementation cost</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Success of System Integration test</td>
<td>Failure of integration of foundational modules, subsystems, databases, APIs and micro services related software</td>
<td></td>
</tr>
<tr>
<td>Number of P1 problems post Go-Live</td>
<td>There is more than 5 P1 problems in a year after release to production.</td>
<td>0.1% of Contract Price for every P1 issue beyond 5 in a year</td>
</tr>
<tr>
<td>Number of P2 problems post Go-Live</td>
<td>There is more than 20 P2 problems in a year after release to production.</td>
<td>0.1% of Contract Price for every 5 issue beyond 20 in a year</td>
</tr>
<tr>
<td>Number of P3 problems post Go-Live</td>
<td>There is more than 100 P3 problems in a year after release to production.</td>
<td>0.1% of Contract Price for every 10 issue beyond 100 in a year</td>
</tr>
</tbody>
</table>

P1, P2, P3 and P4 are defined below.

**Support Priority Levels**

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

**PART C**

**System Maintenance & Support Services**

1. The Service Provider shall guarantee a minimum of uptime of 99.5% per month for the NLPS. The uptime will be calculated on a monthly basis. Wherever the Service Provider monitors onsite, the downtime starts from the time software/tool/solution/etc, fails leading to denial of service. As long as there is no denial of service, downtime does not arise. Wherever NABARD monitors, the downtime starts from the time of reporting by NABARD.

2. In case of non-conformity with the requisite uptime, the Service Provider shall be liable to pay the following amounts as liquidated damages.

   The Downtime calculated shall not include any:
   i. Failure of Power, Network etc. in NLDR
   ii. Preventive maintenance activity and
   iii. Force Majeure.

   Performance (%) =
   \[(\text{Total contracted minutes per month} - \text{downtime minutes within contracted minutes per month}) \times 100\]

   Total contracted minutes per month

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

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Shortfall in Performance</th>
<th>Penalty (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>&gt;0.5% and &lt;= 1%</td>
<td>Rs. 50 lakh</td>
</tr>
<tr>
<td>2</td>
<td>&gt;1 % and &lt;=3%</td>
<td>Rs. 1.00 Cr</td>
</tr>
<tr>
<td>3</td>
<td>&gt;3% and &lt;= 5%</td>
<td>Rs.1.5 Cr</td>
</tr>
<tr>
<td>4</td>
<td>&gt;5%</td>
<td>Rs.2.00 Cr</td>
</tr>
</tbody>
</table>

Total of such penalties shall not exceed 10% of the contract price/Purchase order value.

Type of support mode

a. Support mode

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

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

b. Support Window

<table>
<thead>
<tr>
<th>Description</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time defined for any service requests for remediation</td>
<td>Email &amp; Chat 24X7X365 days, Call, Visit and Remote Support – 8 AM to 8 PM and Beyond office hours as per administrative exigencies excluding holidays &amp; Sundays</td>
</tr>
</tbody>
</table>

c. Support Escalation

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Priority level</th>
<th>Designation</th>
<th>Phone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>P1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Priority level</td>
<td>Designation</td>
<td>Phone</td>
<td>E-mail</td>
</tr>
<tr>
<td>------</td>
<td>----------------</td>
<td>--------------</td>
<td>-------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>P2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>P3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>P4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Note: Any change in the persons/contact details in escalation matrix and SPOC shall be intimated in advance to NABARD.
Annexure – XV: Non-Disclosure Agreement

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

AND

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

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

WHEREAS:

1. NABARD is engaged in developmental financial activities and has floated a Request for Proposal for Selection of National Level PACS Software vendor the scope and deliverables of which is specified in Section 12, 13 & 16 of this RFP. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the service provider some Confidential Information (as hereinafter defined), to enable the service provider to carry out the aforesaid exercise (hereinafter referred to as “the Purpose”).

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

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

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

5. Receiving Party means who receives the confidential information.


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

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

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

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

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

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

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

Confidential Information does not include information which:

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

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

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

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

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

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

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

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

2. Non-disclosure

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

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

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

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

c) Business processes and procedures; or
d) Current and future business plans; or

e) Personnel information; or

f) Financial information.

g) Capital adequacy computation workings

3. Publications

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

4. Term

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

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

5. Title and Proprietary Rights

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

6. Return of Confidential Information

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

7. Remedies

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

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

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

7.4. Receiving Party acknowledges that monetary damages may not be the only and/or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
   a. Suspension of access privileges
   b. Change of personnel assigned to the job
   c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
   d. Termination of contract

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

8. Entire Agreement, Amendment, Assignment

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

9. Miscellaneous

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

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

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

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

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

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

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

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

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

10. Suggestions and Feedback

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

11. Governing Law

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

12. General

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

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

BUYER

Name of the Officer

Chief Executive Officer

Designation

Organisation

NABARD

Witness

1.____________________

2.______________

BIDDER

Witness

1.___________________

2.___________________
Annexure-XVI: INDEMNITY BOND
(On Rs.100/- Stamp Paper)

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

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/s .......................................................... hereby do Indemnify, and same harmless
NABARD against and from

1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us.

2. Any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.

3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.

4. Any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s ..............................................................has set his/their
hands on this .............day
of ............. 2022.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

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