

RFP No. NB.DFIBT/670/CBS-27/2022-23 dated 13 April 2022

National Bank for Agriculture and Rural Development

Request for Proposal (RFP) for Selection of Service Provider/Vendor for conducting

National Level Study on Core Banking Solutions (CBS) in Rural Cooperative Banks

Only Through e-Tendering



**Department of Financial Inclusion and Banking Technology(DFIBT),
National Bank for Agriculture and Rural Development
Head Office
4th Floor, E Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (East)
Mumbai - 400051**

Request for Proposal

NABARD hereby invites proposals from the eligible Service Providers/Vendors for taking up the assignment for the submission of the proposal. The proposal has to be submitted online on or before 11 May 2022.

Important Dates

Date of issue of RFP document	13 April 2022
Last date for receiving queries by NABARD	05:00 PM on 22 April 2022
Pre-Bid meeting (Through MS Teams)	03:00 PM on 28 April 2022
Clarifications to Bidders' queries to be issued by NABARD	06 May 2022
Last date and time for submitting a detailed application, including Technical & Financial Bids/Proposals	05:00 PM on 11 May 2022
Date and time of opening general information and Technical Bids/Proposals	11:00 AM on 12 May 2022
Declaration of Names of Service Providers/Vendors shortlisted for Stage-II	Will be uploaded on NABARD's website
Date of Presentations by shortlisted Bidders	Will be informed on NABARD's website
Date and time of opening of financial bids (only for shortlisted Service Providers/Vendors)	Will be informed on NABARD's website

This document is the property of the National Bank for Agriculture and Rural Development (NABARD). The use of the contents of this document, even by the authorized personnel or Service Providers/Vendors for any purpose other than the purpose specified herein, is strictly prohibited.

Disclaimer

- 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.
- 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) 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.
- e) This RFP an invitation to receive a response from an eligible interested Service Providers/Vendors for conducting National Level Study on Core Banking Solutions (CBS) in Rural Cooperative Banks. 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.

Because of COVID or any other unforeseen circumstances, if NABARD feels that a situation has arisen wherein it is not conducive for conducting the e-tendering process, NABARD reserves the right to Reschedule/Modify/Cancel the process at any stage without assigning any reason thereof. However, 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
Department of Financial Inclusion and Banking Technology
Head Office, BT Vertical
4th Floor, 'E' Wing
Head Office, C-24, G- Block
Bandra-Kurla Complex
Bandra (East), Mumbai 400051
India
Email: dfibt@nabard.org**

In case of any further guidance, help, and support while submission of e-bid, bidders may contact the following:

Contact Persons - NABARD	
Smt Surbhi Manager Deptt. of Financial Inclusion and Banking Technology Phone: 022-26539590 Email- surbhi@nabard.org	Shri A G Mavinkurve Assistant General Manager Deptt. of Financial Inclusion and Banking Technology Phone- 022-26539735 Email-ag.mavinkurve@nabard.org
Shri Prakash C Dash Deputy General Manager Deptt. of Financial Inclusion and Banking Technology Phone: 022-26539336 Email: praksh.dash@nabard.org	Smt Anjana Lama General Manager Deptt. of Financial Inclusion and Banking Technology Phone: 022-26539153 Email: anjana.lama@nabard.org

The Bank assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings, visits, etc.

Note: The word 'Service Provider/Vendor /Service Providers/Vendors has been used interchangeably with 'Bidder/Bidders for the purpose of this document.

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**National Bank for Agriculture and Rural Development (NABARD)
Bandra-Kurla Complex, Bandra East, Mumbai-400051**

RFP No. NB.DFIBT/670/CBS-27/2021-22 dated 13 April 2022

Request for Proposal (RFP) for selection of Service Provider/Vendor for conducting “National Level Study on Core Banking Solutions (CBS) in Rural Cooperative Banks” on behalf of NABARD

1 Background and Objectives of the Assignment/Study:

1.1 About NABARD

National Bank for Agriculture and Rural Development (hereinafter referred to as “NABARD”) is an apex development financial institution established under the National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai –400051. 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. NABARD, as a part of its mandate, has been taking various initiatives for financial inclusion.

1.2 In order to promote financial inclusion and strengthen the banking infrastructure of Rural Cooperative Banks, NABARD has been providing financial support through various schemes. One such initiative of NABARD was the implementation of Core Banking Solutions in Rural Cooperative Banks (RCBs), i.e., State Cooperative Banks (StCBs) and District Central Cooperative Banks (DCCBs). In 2012, NABARD initiated the CBS Project for RCBs propagating the Application Service Provider (ASP) model, which used the concept of cloud computing. The project thus enabled the banks to move to CBS faster, placed an advantage in reducing overall project cost by aggregating demand across States, ensured a good quality of the product while meeting their requirements and released management bandwidth at individual banks, which would otherwise have to deal with implementation pressures.

1.3 Core Banking Solution stands for Centralized Online Real-time Exchange (CORE) based banking solution. This helps the banks in maintaining a single set of books of accounts in electronic form, located at the Data Centre (DC). This electronic set of books of account is accessible to customers of the bank as well as other banks, who transact business with the bank. Reserve Bank of India (RBI) made CBS implementation mandatory for all banks including Regional Rural Banks (RRBs) as well as RCBs under the Short Term Cooperative Credit Structure (STCCS).

- 1.4 NABARD now proposes to facilitate a “National Level Study on Core Banking Solutions (CBS) in Rural Cooperative Banks (RCBs)”, covering 15 States/UT of the country to capture the existing infrastructure & provide an overview of the CBS environment, through a competent and reputed Service Provider/Vendor on a turnkey basis. The eligible Service Providers/Vendors desirous of conducting the study may apply for the same, as per the procedure mentioned in this document.

2 Details of National Level Study on CBS in RCBs

2.1 Objective

- 2.1.1 To study the existing arrangement of CBS in RCBs and to suggest suitable options for CBS architecture in RCBs with surround applications, like mobile banking, internet banking, payment systems, cyber security, fraud risk management, etc. including the one for a uniform CBS for all Rural Cooperative Banks.
- 2.1.2 Through “National Level Study on Core Banking Solutions (CBS) in Rural Cooperative Banks”, NABARD aims to understand the current status of the core banking infrastructure of RCBs in different regions to capture the existing infrastructure and an overview of the CBS environment comprehensively so that NABARD can guide the RCBs for appropriate technology upgradation.

2.2 Other Details of National Level Study on CBS in RCBs

- 2.2.1 **Geographic Coverage:** The proposed National Level Study on CBS in RCBs is to be conducted in 18 RCBs covering all regions, spread over 15 States/UT.

Sl. No	State	Region	Bank Name	Name of the CBS Service Provider/Vendor
1	Uttar Pradesh	Central	Sitapur DCCB	Megasoft Information Systems Private Limited
2	Bihar	Eastern	DCCB Begusarai	Wipro
3	Odisha	Eastern	Bolangir DCCB	VSoft Technologies Ltd, Hyderabad
4	Jharkhand	Eastern	Jharkhand StCB	Nelito Systems Ltd, Mumbai
5	Mizoram	North Eastern Region	Mizoram StCB	Virtual Galaxy Infotech Pvt. Ltd, Nagpur
6	Assam	North Eastern Region	Assam Co-operative Apex Bank ltd.	Infrasoft Technologies Ltd, Mumbai



Sl. No	State	Region	Bank Name	Name of the CBS Service Provider/Vendor
7	New Delhi	Northern	Delhi StCB	VSoft Technologies Ltd, Hyderabad
8	Madhya Pradesh	Central	MP State Cooperative Bank	TCS
9	Kerala	Southern	Malappuram DCCB	Wipro
10	Tamil Nadu	Southern	Cuddalore DCCB	TCS
11	Karnataka	Southern	Raichur DCCB	Megasoft Information Systems Private Limited
12	Telangana	Southern	Karimnagar DCCB	Infrasoft Technologies Ltd, Mumbai
13	Karnataka	Southern	Karnataka StCB	DataVision Software Solutions Pvt. Ltd.
14	Maharashtra	Western	Buldhana DCCB	Virtual Galaxy Infotech Pvt. Ltd, Nagpur
15	Maharashtra	Western	Ratnagiri DCCB	Virmati Software and Telecommunication Ltd.
16	Maharashtra	Western	Nasik DCCB	Nelito Systems Ltd, Mumbai
17	Maharashtra	Western	Ahmednagar DCCB	DataVision Software Solutions Pvt. Ltd.
18	Gujarat	Western	Jamnagar DCCB	Virmati Software and Telecommunication Ltd.

3 Scope of the Study

3.1 The scope of work/Terms of Reference, shall include, but not limited to, the following:

Part I: RCB's CBS systems	Undertake a study of the existing CBS systems of Rural Cooperative Banks (RCBs). This will involve, inter-alia, the study of impediments in the existing system, its pros and cons, and role of CBS in the broad area of functioning of the Bank and suggest areas and measures for improvement. The study should cover selected 18 RCBs.
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Part II- Study of Operational Structure	<ul style="list-style-type: none"> i. Review existing technology of RCBs with that of peers and identify gaps, if any. ii. Assess the availability of CBS plus services including MIS in the Bank. iii. Suggest/identify roles and responsibilities of officers operating bank functionalities through CBS. iv. Suggest/identify roles and responsibilities of the CBS vendor of RCBs and their current arrangement with RCBs. v. Availability of customer support including call centre, if any. vi. Study the level of engagement between CBS vendor and other vendors of the RCB. vii. Study the level of integration of CBS/data flow of RCBs with the lower tiers (DCCB/PACS), if any.
Part III- Recommendations on Best Solutions	<ul style="list-style-type: none"> i. Suggest and share best solutions for existing gaps/impediments and assist in defining methodology for bridging up those gaps to enable the RCBs improve functioning. ii. Suggest suitable options for CBS architecture in RCBs with surround applications, etc. including integration with lower tiers upto the level of PACS. iii. Suggestions on having a uniform CBS for Rural Cooperative Banks. iv. Draft appropriate RFP(s)/Master Agreement(s) after expiry of Current Master Agreement based on the findings/recommendations of the study. v. Define Technology Road Map for RCBs for the next 3 - 5 years based on the review of RCB's existing technology with that of peers and on the identified gaps, if any and assist in defining methodology for bridging up those gaps to ensure that the RCBs can effectively function in the banking industry vi. Define the IT strategy of the Rural Cooperative Banking sector both for the short term (3 years) and long term (5 years) with the investment layout and implementation roadmap with milestones.

3.2 The illustrative list of indicators is given below. Please note that this list is tentative and will be finalized by the selected Service Provider/Vendor in consultation with NABARD, in writing, before beginning the study.

3.2.1 Current services of CBS.

3.2.2 Maintenance of shadow accounts of PACS and its reconciliation.

- 3.2.3 Status of functioning of all modules including HO modules available in CBS.
- 3.2.4 System generation of MIS reports, balance sheet, Profit & Loss Statement, etc.
- 3.2.5 Flow of data in encrypted mode.
- 3.2.6 Plug & Play facility- KYC, Anti Money Laundering (AML) modules, Income Recognition and Asset Classification (IRAC), Currency Transaction Report (CTR), Suspicious Transaction Report (STR), eKYC, Credit Information Company (CIC), National E-Governance Services Limited (NeSL), etc.
- 3.2.7 Mechanism for fraud detection (Fraud Management System) and Cyber Security.
- 3.2.8 Integration of Human Resources Management System (HRMS)/ Asset-Liability Management (ALM) system/Share application/Fixed Assets application into CBS software.
- 3.2.9 Calculation of interest generation on deposits and loan products from the system.
- 3.2.10 Issues faced by the banks in development of interfaces on CBS for post CBS technologies from other vendors.
- 3.2.11 Status of availability of primary and secondary sources of connectivity.
- 3.2.12 Availability of helpdesk.
- 3.2.13 Return & Management Information Systems (MIS)- Regulatory/Statutory returns prescribed by RBI, NABARD, GoI, etc. including Credit Monitoring Arrangement (CMA). Non- Statutory Returns devised by banks for internal purpose and periodic for other Service Providers/Vendors/clients.
- 3.2.14 Accessibility of statutory reports of RBI and NABARD from CBS system.
- 3.2.15 Feasibility of integrating banks on a National CBS platform.
- 3.2.16 Architecture of National CBS platform.
- 3.2.17 Automatic data flow capabilities.
- 3.2.18 Risk Categorization.
- 3.2.19 Liquidity and Currency Management System such as automatic alert for soiled notes, automatic alert to HO for non-adherence to the cash balance ceiling by branches, etc.
- 3.2.20 Any Other.
- 3.3 The scope of work of the Service Provider/Vendor will include all aspects of planning, coordinating and conducting the study of select RCBs at the ground level and preparing report(s) based on analysis of data collected as per the scope of the study given in this document. The Service Provider/Vendor would ensure the quality aspect of the study and the report(s) by deploying competent project leaders, project officers, field coordinators and field staff.
- 3.4 NABARD reserves the right to change scope of work at any point of time, if required during the finalization of bid process. Further, any changes in scope of work, if required, after finalization/placement of order will be done on mutual cooperation basis.

4 Eligibility Criteria

Only those bidders, who fulfil the following criteria, are eligible to respond to the RFP. Offers received from the bidders, who do not fulfil any of the following eligibility criteria are liable to be rejected.

Sl. No.	Clause	Documents required
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended for the last 3 years as on RFP issuance date. No two entities joining (JVs) specific to this project will be considered.	Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document, if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.
2	The Bidder should have a minimum annual turnover of INR 50 Crores per year from the consultancy service business during the last three financial years (2018-19, 2019-20 & 2020-21).	Copy of the audited balance sheet of the company for the consecutive last three financial years (2018-19, 2019-20 & 2020-21) should be submitted along with Chartered Accountant Certificate.
3	Bidder should have positive net worth in each of the last three financial years i.e. (2018-19, 2019-20 & 2020-21).	
4	The bidder should have prior experience in performing end to end IT consultancy services in any two Scheduled Commercial Banks/RBI/NPCI/ RRB/MoF/MeITY/GIC/LIC.	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates/ Payment Receipt/ Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.
5	Bidder should not have been Blacklisted by (the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission) any Bank/Institution in India.	Bidder has to submit a Declaration in the format as mentioned in the Annexure VI of this RFP document.
6	The Bidder should also ensure that there are no legal proceedings/ inquiries/ investigations have been commenced/ pending against service provider by any statutory or regulatory or investigative Service Providers/Vendors or any other for which performance under the contract will get adversely affected/ may get affected .	Self-declaration to this effect on the company's letterhead should be submitted.

Note:-

Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. NABARD reserves the right to verify /evaluate the claims made by the bidder independently. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, NABARD reserves the right to seek clarifications on the submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of NABARD in this regard shall be final, conclusive and binding upon the bidder.

5 Methodology

The National Level Study on Core Banking Solutions (CBS) in Rural Cooperative Banks would be based on the scope and methodology finalized in consultation with NABARD, in writing. The study instruments (questionnaire/data sheet) for the proposed study would be finalised by the Service Provider/Vendor in consultation with NABARD, in writing. The questionnaire/data sheet would be required to be filled-up based on the interview/interaction with the banks, their CBS vendors, and other vendors. The vendor would be required to create a digitized version of the questionnaire/instrument as well as translate it in an appropriate language (if required) to conduct the study electronically.

6 Data Analysis and Report Preparation

The analysis of data based on the study would be carried out by the Service Provider/Vendor in consultation with NABARD. The role of the Service Provider/Vendor in conducting the study would be duly recognized in the reports prepared based on the study. NABARD retains all the rights on the study instruments, data and the report(s) and any other document(s) derived from the assignment, by whatever name it is called, as the case may be. The reports will be published in the name of NABARD only (with due credit to the Service Provider/Vendor) and the Service Provider/Vendor shall not use the data or reports in part or full, in any form, without the permission of NABARD, in writing.

- 6.1 **Sample Size:** 18 Rural Cooperative Banks as given at point no. 2.2.1 above.
- 6.2 **Number of Reports:** The Service Provider/Vendor has to submit detailed study reports (04 copies).
- 6.3 The field staff of the Service Provider/Vendor would have to be provided adequate training by the Service Provider/Vendor before commissioning the study. Instruction material would have to be developed and provided to the field staff before starting of the study. The instruction material would cover, inter-alia, introduction, coverage, concepts, design and definitions to facilitate communication while studying/interviewing the banks/units. The designated NABARD officials may check on the progress and quality aspect of the study.
- 6.4 The Service Provider/Vendor shall submit a detailed work plan with timelines,

in writing, within the time frame specified by NABARD to complete the study. The quality of the work plan, detailed methodology, and managerial capability to handle the proposed Pan-India level study are key competencies expected from the Service Provider/Vendor .

6.5 Activities under the study are listed below (only indicative):

Sl. No.	Indicative Task/Activity
Task I	Preparation of detailed work plan and inception report
1.	List of information needed and sources of such information and data collection
2.	Identification of analytical parameters finalizing concepts and definitions
3.	Preparation of week-wise plan and activity schedule
4.	Preparation of detailed questionnaires, interview schedules with banks, their CBS and IT Service Providers/Vendors.
5.	Preparation of plan for study for finalising the action plan
6.	Submission of the work plan with timelines and inception report including team composition
7.	Obtaining approval from NABARD for the work plan after necessary modifications, if any
8.	Conducting the study, finalizing questionnaire, methodology
9.	Field force deployment plan, monitoring and quality control plan
10.	Preparation of data entry and analysis plan – database design, data entry (preferably Tab/web based), data validation rules
11.	Preparation of tentative structure for the reports to be generated and tabulation plan
Task II	Field Study
12.	Commencement, the conduct of study/data collection,
13.	Real time data compilation and quality check
Task III	Data analysis, computation and tabulation of results
14.	Computation of results and generating tables
15.	Compilation of observations based on Field Study Data and other qualitative assessment
Task IV	Drafting Reports
16.	Preparation of draft reports
17.	Submission and presentation of draft reports and obtaining feedback
18.	Revising draft reports in the light of feedback
Task V	Finalisation of reports
19.	Finalizing reports and submission
20.	Submission of primary data in a form amenable for use

7 Submission of Proposals

The bidder shall submit **two** separate proposals for the work – (a) General Profile / Information and Technical Proposal/bid, and (b) Commercial/Financial bid). Both the proposals have to be submitted **by 05:00 PM of 11 May 2022**. For other dates, please refer “**Important Dates**” table at the beginning of the RFP, given at page no.2.

1.	Address for Communication	Chief General Manager DFIBT, 4 th Floor, E Wing National Bank for Agriculture & Rural Development C-24, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 Email: dfibt@nabard.org
2.	Bid Validity	90 days from the last date of bid submission
3.	Earnest Money Deposit	Rs.1,30,000/- (Rupees One Lakh Thirty Thousand Only)
Contact details of NABARD officials		
4.	Name: Prakash C Dash, DGM Phone: 022-26539336 Email: prakash.dash@nabard.org	Name: J S Upadhyay, CGM Phone: 022-26539724 Email: js.upadhyay@nabard.org
Contact details for e-tendering related Queries		
5.	Name: A G Mavinkurve, AGM Phone: 022-26539735 Email: ag.mavinkurve@nabard.org	Name: Surbhi, Manager Phone: 022-26539590 Email: surbhi@nabard.org
6.	Independent External Monitor	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: sangewarer@gmail.com

8 How to Apply

- 8.1 Eligible Service Providers/Vendors can apply online at <https://nabard.eproc.in> from **13 April 2022 to 11 May 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.
- 8.2 This e-tender is being facilitated by C1 India on behalf of NABARD. Contact Details for online e-tendering support are given below:

Sl. No.	Name of the Person	Email	Contact Number
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Primary Contact			
1.	Fairlin Jivin	fairlin.jivin@c1india.com	+91-124-4302000 Ext 112
Secondary Contact			
2.	Sachin Toraskar	sachin.toraskar@c1india.com	+91-124-4302000 Ext 200

8.3 The process of e-tendering involves the following steps:

8.3.1 Registration

- i. The process involves Service Provider's/Vendor's/bidder's registration with C1 India's e-procurement portal (<https://nabard.eproc.in>), which is free of cost. Only after registration, the Service Providers/Vendors/bidders can submit their proposals/bids electronically. Electronic Bidding for submission of General Profile/ Information, Technical Proposal as well as Financial Proposal will be submitted over the internet.
- ii. Service Providers/Vendors/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.
- iii. Service Providers/Vendors/ Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. C1 India is not responsible for making any such arrangement.

8.3.2 System Requirement are as follows:

Hardware Required

Minimum Hardware Requirements

- 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.
- **Browser Version:** Internet Explorer Versions 10 or above.

- **Note:** - Website will work only on Internet explorer.
- 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)

8.3.3 **Browser settings:** The bidders may also require certain browser settings, the details of which are available on the link <https://nabard.eproc.in>.

8.3.4 **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.

8.3.5 **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.

8.3.6 **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/Service Providers/Vendors.

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

8.3.8 Last date for e-tender: e-tender cannot be accessed after **the due date (11 May 2022)** mentioned in this document.

9 Bidding through e-tender

9.1 The process involves electronic submission of information for General Profile/ Information and Technical Proposal/Bid as well as Financial Proposal/Bid.

9.2 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 bid. This exercise has to be done twice immediately after clicking on the General Profile/Information and Technical Proposal. After filling the General Profile/Information and Technical Proposal, the bidder should click ‘save’ for recording their General Information and Technical Proposal. Once the same is done, the Financial/Price Proposal/ Bid link becomes active and the same has to be filled up and then bidder should click on “save” to record their financial bid. Once all three (General Profile/Information, Technical Bid & Financial 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 General Information, Technical Bid & Financial Bid cannot be revised once the Final Submission button has been clicked by the bidder. The bidder should ensure uploading of 'Integrity Pact' (as per Annexure-V) before the final submission, failing which the proposals/bids shall be summarily rejected.

10 Deliverables and Responsibility

- 10.1 The Service Provider/Vendor shall be responsible for preparing the set of questionnaires and other study instruments, recruiting/engaging and training of the field staff.
- 10.2 The deliverables will be in user-friendly format, key results and reports on various aspects of CBS in RCBs.
- 10.3 Number of reports: 04 copies of final reports.
- 10.4 The Service Provider/Vendor may keep the payment schedule and the physical progress envisaged as part of their technical bid in mind for planning the flow of deliverables.
- 10.5 The Service Provider/Vendor shall also submit the study output in specified format (soft copy) for further use by NABARD. The Service Provider/Vendor will hand over the filled in study questionnaire/datasheet (in soft copy).

11 Timeframe

The timeframe to complete the study by the Service Provider/Vendor is **04-06 weeks** from the date of issuance of Letter of Acceptance by NABARD. The work plan to be submitted by the Service Provider/Vendor will indicate the intermediate milestones.

12 Brief Description of the Selection Process

A two-stage selection process will be adopted in evaluating the applications/proposals of the Service Providers/Vendors.

Stage I: Stage-I will consist of General Profile/Information and Technical Evaluation based on the criteria explained in Annexure I.

Stage II: Only those Service Providers/Vendors which obtain at least **70 out of 100 marks** in Stage-I evaluation will proceed to Stage-II of the evaluation process. At Stage II, a financial evaluation will be carried out, based on the financial bid submitted as per Annexure II.

Proposals will, finally, be ranked according to their combined technical and financial scores. The first ranked Service Provider/Vendor shall be selected, while a few Service Providers/Vendors may be kept in reserve.

13 Integrity Pact

- 13.1 As per the Central Vigilance Commission guidelines, all PSBs/Insurance

Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective Service Providers/Vendors/bidders and the service recipient (i.e., NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the service recipient and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in Annexure-V.

- 13.2 Integrity Pact is to be executed on non-judicial stamp paper of Rs.200/- as per format given, duly signed and stamped by the bidder. Non-submission of 'Integrity Pact' shall disqualify the prospective bidder at the initial stage and their General Profile/Information, Technical/Financial bids shall not be evaluated. The IP also envisages appointment of Independent External Monitor (IEMs), persons having high integrity and reputations, who will examine any complaint received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities.

14 Earnest Money Deposit (EMD)

- 14.1 An Earnest Money Deposit (EMD) for a sum of Rs.1,30,000/- (Rupees One Lakh Thirty Thousand Only) is required to be deposited by all applicant Service Providers/Vendors using National Electronic Funds Transfer (NEFT) to NABARD, and the details of Bank Account are as under:

NAME OF ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFS CODE	NBRD0000002
ACCOUNT NUMBER	NABADMN07

- 14.2 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 the General Profile/Information and Technical Proposal (Annexure- I). Service Providers/Vendors 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.
- 14.3 The EMD submitted will be returned as it is, to all unsuccessful bidders within thirty (30) days of the selection of the successful Service Provider/Vendor. NABARD will return the EMD to the successful bidder/Service Provider/Vendor to whom Letter of Acceptance is issued, once it furnishes the performance

security in accordance with provision of the RFP and Letter of Acceptance. All Service Providers/Vendors are required to scan & upload a copy of Bank Account details (cancelled cheque) and PAN card, along with General Profile/Information and Technical Proposal (Annexure- I) to facilitate the return of EMD amount.

- 14.4 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.

15 Evaluation Process

- 15.1 The evaluation process is given in the following Table.

Service Provider/Vendor Selection Process in Brief		
Stages	Evaluation Criteria	Remarks
Stage I	In the first stage, the Service Providers/Vendors shall be evaluated based on the General Profile/Information and Technical Proposal. Each Service Provider/Vendor shall be given a score, based on evaluation criteria given in Annexure-I attached to this RFP. Stage I also consist of evaluation of Technical Proposals and awarding a 'Technical Score' (S _T) to the Technical Proposals. Only those Service Providers/Vendors who score seventy (70) marks or more out of hundred (100) marks in Stage-I shall qualify for further consideration, and shall be ranked from the highest to the lowest on the basis of their technical score (S _T). Service Providers/Vendors shall be shortlisted based on the marks awarded to them in Stage-I evaluation. Only the shortlisted Service Providers/Vendors will participate in Stage-II of the evaluation process.	The list of Service Providers/Vendors shortlisted based on the Stage-I evaluation shall be made available on the NABARD's website.
Stage-II	In the Stage-II, the financial evaluation will be carried out and each financial proposal will be assigned a financial score (S _F).	
Final Selection	Proposals will finally be ranked according to their combined technical (S _T) and financial (S _F) scores. The selected Service Provider/Vendor having the highest combined score in the aforesaid manner, shall be treated as the first ranked Service Provider/Vendor .	

- 15.2 The detailed evaluation criteria for Stage-I and Stage-II are given in the following sections.
- 15.3 Prior to evaluating the proposals, NABARD will determine whether each proposal is responsive to the requirements of the RFP. A proposal shall be considered responsive only if:
- i. It is received in the specified format;
 - ii. It is received by the due date including any extension thereof;
 - iii. It contains all the information, including supporting documents (complete in all respects) as requested in the RFP;
 - iv. It must be absolute and shall not contain any condition or qualification.
- 15.4 NABARD reserves the right to reject any proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by NABARD in respect of such proposals.
- 15.5 The opening of General Profile/Information and Technical Proposal, and Financial Proposals (only for shortlisted Service Providers/Vendors) shall be done in presence of three senior officers of the Department of Financial Inclusion and Banking Technology (DFIBT). NABARD shall not entertain any query or clarification from Service Provider/Vendors, who fail to qualify at any stage of selection process.
- 15.6 NABARD retains the right to modify the criteria or weights based on the views of the Technical Evaluation Committee/Local Purchase Committee. Further, NABARD may seek any additional information/documents from the Service Providers/Vendors at any time before the selection of the Service Provider/Vendor. Failure to provide additional information sought by NABARD within the stipulated time limit may lead to rejection of the Service Providers/Vendors.
- 15.7 In case, it is found during the evaluation or at any time before issue of Letter of Acceptance that one or more of the eligibility conditions have not been met by the Service Provider/Vendor or the team has made material misrepresentation or has given any materially incorrect or false information, the Service Provider/Vendor shall be disqualified forthwith if not yet awarded the assignment. If the Service Provider/Vendor 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 Service Provider/Vendor .
- 15.8 NABARD reserves the right to verify all statements, information, and documents, submitted by the Service Provider/Vendor in response to the RFP, at any stage of the selection process. Failure of NABARD to undertake such verification shall not relieve the Service Provider/Vendor of its obligations or liabilities hereunder nor will it affect any rights of NABARD thereunder.

16 Stage-I: General Profile / Information and Technical Proposals

- 16.1 In the first step, General Profile/Information and Technical Proposals will be opened at **11.00 AM on 12 May 2022** in the presence of 3 senior officers of the Department of Financial Inclusion and Banking Technology (DFIBT). Financial Proposal will be kept sealed/closed for opening at a later date.
- 16.2 In the first stage (Stage-I), each Service Provider/Vendor will be given a score, based on evaluation criteria given in Annexure-I attached to this RFP. The information submitted by the Service Provider/Vendor should provide details to facilitate evaluation of the proposal for all criteria/ parameters covered in the Part A of the Annexure-I. Service Providers/Vendors should ensure that they upload the required documents as a part of their proposals. In the Part B of the Annexure-I, the 'Technical Proposals' of Service Providers/Vendors will be evaluated. Each evaluated proposal will be given a Technical Score, based on evaluation criteria given in Part B of Annexure-I attached to this RFP. The technical proposal submitted by the Service Provider/Vendor should provide details (including all supporting documents) to facilitate evaluation of the proposal for all criteria/ parameters covered in the Annexure-I.
- 16.3 While submitting the Technical Proposal, the Service Provider/Vendor shall, in particular, ensure that:
- 16.4 CVs and other details of the Project Leaders/Co-leaders/Experts have been submitted as per Annexure III;
- 16.5 By submitting the CVs of experts, Service Providers/Vendors agree that in case the project leader/co-leader/experts, whose CV have been submitted by the Service Provider/Vendor become unavailable to perform their designated roles for any duration of the study, the same will be substituted by an expert of equal capabilities only with prior information to NABARD, in writing.
- 16.6 If the Service Provider/Vendor or any of its project leader/co-leader/experts make(s) an averment regarding their qualification, experience, or other particulars and it turns out to be false, at any stage after signing of the Letter of Acceptance, all the project leaders/co-leaders/experts of the Service Provider/Vendor shall be debarred for any future assignment of NABARD for next five (5) years from the date of communication of such debar.
- 16.7 The Service Providers/Vendors should note that the marks obtained by them in the Part A of the Stage-I evaluation will be considered for Part B of Stage-I evaluation (minimum weightage of 20 marks).
- 16.8 Technical Evaluation Committee and Local Purchase Committee constituted by NABARD will evaluate the technical and financial proposals received respectively. The Service Providers/Vendors are required to make a presentation for 20 to 25 minutes before the Technical Evaluation Committee on the appointed date.
- 16.9 The Chairman of the Committee, who is the CGM of the Department of Financial

Inclusion and Banking Technology (DFIBT) on his own or in consultation with the members can co-opt any other expert to help in the evaluation as a full-fledged member at any time till the completion of the assignment. NABARD shall evaluate the proposals based on the supporting documents & documentary evidence received (other than Financial Bids) and the Technical Bids and the presentation to be made by the Service Providers/Vendors. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the proposal. Scores will be assigned based on the assessment of the bids for each of the evaluation criteria. The financial bids will be opened only for those Service Providers/Vendors who fulfil minimum score criteria as per the tentative schedule given in this document.

- 16.10 Only those Service Providers/Vendors whose Technical Proposals score seventy (70) marks or more out of hundred (100) marks shall qualify for further consideration, and shall be ranked from the highest to the lowest on the basis of their technical score (S_T).
- 16.11 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

17 Stage II: Financial Proposal

- 17.1 Service Providers/Vendors shall submit the financial proposal as per Annexure II, clearly indicating the total cost of the assignment in both figures and words, in Indian Rupee. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.
- 17.2 The Service Provider/Vendor is required to submit the financial proposal for study covering 18 Rural Cooperative Banks as given in 2.2.1. In case of any additional units covered, the amount will be increased on pro-rata basis.
- 17.3 While submitting the Financial Proposal, the Service Provider/Vendor shall ensure the following:
- 17.4 All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel, accommodation, travelling, printing of documents, taxes, etc., related to the assignment on the part of Service Provider/Vendor. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.
- 17.5 The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

- 17.6 The rates quoted by the Service Provider/Vendor shall be valid throughout the period of performance of the assignment upto and including acceptance of the conducted Study and discharge of all obligations of the Service Provider/Vendor under the Agreement.
- 17.7 NABARD will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Service Provider/Vendor to be compensated and the liability to fulfil its obligations as per the mentioned terms within the total quoted price shall be that of the Service Provider/Vendor .
- 17.8 While evaluating the Financial Proposal, the financial evaluation will be carried out and each Financial Proposal will be assigned a financial score (S_F). For financial evaluation, the total cost indicated in the Financial Proposal will be considered. The lowest financial proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F \text{ (where } F = \text{ amount of Financial Proposal)}$$

18 Combined Technical and Final Evaluation

- 18.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = (S_T \times T_w) + (S_F \times F_w)$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.90 and 0.10, respectively.

- 18.2 The selected Service Provider/Vendor having the highest combined score in the aforesaid manner, shall be treated as the first ranked Service Provider/Vendor . NABARD may also maintain a reserve list of Service Providers/Vendors, which may be used in case the first ranked Service Provider/Vendor withdraws or fails to comply with the requirements as the case may be.

19 Award of Letter of Acceptance

- 19.1 After selection, a Letter of Acceptance shall be issued, in duplicate, by NABARD to the selected Service Provider/Vendor ; and the Service Provider/Vendor shall, within fifteen (15) days of the receipt of the Letter of Acceptance, sign and return the duplicate copy of the Letter of Acceptance in acknowledgement thereof. **In the event, the duplicate copy of the Letter of Acceptance duly signed by the successful Service Provider/Vendor is not received by the stipulated date, NABARD may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such tenderer, and the next highest-ranking tenderer from the Reserve List of Service Providers/Vendors may be considered.**

19.2 The successful tenderer must furnish to NABARD the performance security within fifteen (15) days from the date of the Letter of Acceptance.

20 Performance Security

Within fifteen (15) days after the issue of Letter of Acceptance by NABARD, the tenderer, shall furnish performance security to NABARD for an amount equal to two percent (2%) of the total value of the contract. This security shall remain valid up to sixty (60) days after the date of completion of all contractual obligations by the tenderer. The Performance Security shall be in the form of Bank Guarantee issued by a Scheduled Commercial bank in India, in the prescribed form as provided in Annexure- IV of this document.

21 Penalty and Liquidated Damages for error/variation:

In case any substantial error or variation or lack of integrity in Study data submitted by the Service Provider/Vendor is detected by NABARD or otherwise, and such error or variation is the result of negligence or lack of due diligence on the part of the Service Provider/Vendor, the consequential damages thereof shall be quantified by NABARD in a reasonable manner and recovered from the Service Provider/Vendor by way of liquidated damages, subject to a maximum of five percent (5%) of the Contract Value. In addition, the Service Provider/Vendor may be blacklisted by NABARD for a period of upto 10 years from the date of such observance of lack of integrity.

22 Liquidated Damages for delay

- i. In case of delay in completion of services, liquidated damages not exceeding an amount equal to the quantum of liquidated damages per week shall be 0.25% of the Contract Value for each week of delay, subject to a maximum of five percent (5%) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. If delay is more than six (06) weeks, NABARD reserves the right to terminate the contract. However, in case of delay due to reasons beyond the control of the Service Provider/Vendor as defined in para 23, suitable extension of time may be granted.
- ii. If the Service Provider/Vendor fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the NABARD as compensation and NABARD can invoke the said Performance Bank Guarantee.
- iii. If any amendment is made to the contract, the contracting Service Provider/Vendor 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.
- iv. 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 Service Provider/Vendor on completion of the Service Provider's/Vendor's all contractual obligations.

23 Confidentiality

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

24 Change in the Constitution of Service Provider/Vendor

If the Service Provider/Vendor undergo a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be transferred to the new entity and such an act shall not affect the rights and obligations under this contract.

25 Notices

Any notice or other information required or authorized 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 seven (7) days' notice of new address, telephone number or email id and date upon which it will become effective.

26 “Force Majeure”

- i. Force Majeure means occurrence of one or more of the events which are beyond the reasonable control of the Parties despite having exercised all reasonable care and due diligence, and which are unforeseen, unavoidable and which arise after the Effective Date and which prevent total or partial performance of this Agreement by either Party. Such events shall include war, armed conflict, act of a foreign enemy, civil war, riot, terrorism or any act of civil disobedience; compliance with any rule, regulation or governmental order, act of God, plague, epidemic, natural disaster / calamity and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;
- ii. 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.
- iii. 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.
- iv. 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/ Vendor, then NABARD may terminate this Agreement, immediately upon delivery of notice of termination to the Service Provider/Vendor.

27 Indemnification

- i. The Service Provider/Vendor shall, at his own expense, defend and indemnify NABARD against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Service Provider's/ Vendor's) employees or agents or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Service Provider/Vendor and against any and all claims by employees, , contractors, sub- contractors, agent(s), employed/ engaged otherwise working for the Service Provider/Vendor, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

- ii. The Service Provider/Vendor shall further indemnify NABARD against any loss or damage to NABARD premises or property, NABARD's data, loss of life, etc., due to the acts of the Service Provider's /Vendor's employees or representatives.
- iii. The Service Provider/Vendor shall indemnify, protect and save NABARD and hold NABARD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from Infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

28 Term and Termination

Term

This Contract shall commence on and from the Effective Date and shall remain valid until the subsistence of this contract ("**Term**"), unless terminated earlier.

Termination

In the event of Service Provider/Vendor committing a breach of material terms and conditions of this contract, NABARD is entitled to terminate the contract by giving 15 days notice in writing. NABARD is also entitled to terminate the contract if Service Provider/Vendor has committed a breach of terms and conditions (not material) and the same has not remedied within seven days of written notice from NABARD to Service Provider/Vendor. The decision of NABARD as to what constitutes material breach of terms and conditions shall be final and binding on Service Provider/Vendor. NABARD and Service Provider/Vendor however, are required to perform the residual obligations till the termination of the contract.

29 Dispute Resolution

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

Notwithstanding anything in the contrary set forth in this Contract, each Party shall be entitled to seek urgent interim relief in any court of jurisdiction at Mumbai only.

30 Validity of Proposal

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

31 Late Proposals

- 31.1 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.
- 31.2 Any alteration/ modification in the proposal or additional information or material supplied subsequent to the due date, shall be disregarded unless the same has been expressly sought for by NABARD.

32 Clarifications

To facilitate evaluation of proposals, NABARD may, at its sole discretion, seek clarifications from any Service Provider/Vendor 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 Service Provider/Vendor 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.

33 Right to reject any or all proposals

- 33.1 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.
- 33.2 Further, NABARD reserves the right to reject any proposal if:
- a) At any time, a material misrepresentation is made or discovered; or,
 - b) The Service Provider/Vendor does not provide, within the time specified by NABARD, the supplemental information sought by NABARD for evaluation of the proposal.
 - c) 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 Service Provider/Vendor or the team has made material misrepresentation or has given any materially incorrect or false information, the Service Provider/Vendor shall be disqualified forthwith if not yet appointed as the Service Provider/Vendor. If the Service Provider/Vendor 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 Service Provider/Vendor .

33.3 Queries by the Service Providers/Vendors:

- 33.3.1 Service Providers/Vendors may seek clarification on this RFP document. Any request for clarification must be sent to the e-mail ID: dfibt@nabard.org, on or

before **22 April 2022**. The queries should be pertinent to this RFP document only.

33.3.2 The preferred mode of delivering questions would be through e-mail. In no event shall NABARD be responsible for ensuring that Service Provider's/Vendor's inquiries have not been received by NABARD. The queries by the Service Providers/Vendors may be sent in the following format.

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required

33.3.3 NABARD shall consolidate all the queries and clarifications may be issued latest by 06 May 2022.

33.3.4 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 Service Provider/Vendor, modify the RFP Document by issuing a corrigendum. The same will be available on the website of NABARD.

33.3.5 The corrigendum (if any) & clarifications to the queries from all Service Providers/Vendors shall be addressed suitably.

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

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

34 Pre-bid Meeting

NABARD shall organise a pre-bid e-meeting (through Microsoft Teams) at **03:00 PM on 28 April 2022**. The interested Service Providers/Vendors may join the meeting at the mentioned date & time by clicking on the following link:

[Click here to join the meeting](#)

All Service Providers/Vendors desirous of joining the e-meeting are requested to send the following information to **dfibt@nabard.org** to facilitate Service Provider's/Vendor's admission into the e-meeting.

Service Provider's/Vendor's Name	Name of the Authorised Person who will represent the Service Provider/Vendor in the e-meeting	Email id /mobile Number

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Please note that NABARD reserves the rights to record the proceedings of the meeting.

35 Proprietary data

- a) All documents and other information provided by NABARD or submitted by a Service Provider/Vendor to NABARD shall remain or become the property of NABARD. Service Providers/Vendors are to treat all information as strictly confidential. All information collected, analysed, processed, or in whatever manner provided by the Service Provider/Vendor to NABARD in relation to the assignment shall be the property of NABARD.
- b) The study instruments (including questionnaires), data collected and reports generated by the Service Provider/Vendor for NABARD will be the property of NABARD and will be published in NABARD's name only, with due acknowledgement of the role of the Service Provider/Vendor .

36 Payment to the Service Provider/Vendor

- a) Payment schedule is linked to the deliverables defined in Para 10 and Schedule of work progress as submitted by the Service Provider/Vendor in its Technical Bid.
- b) Tentative billing and payments in respect of the assignment shall be made as follows:

Sl.No.	Work Description	Payment (%)
1	Advance on award of the job & receipt of acceptance from the Service Provider/Vendor & Performance Security	25 %
2	Completion of the Study data for identified banks, receipt of draft report and acceptance of data by NABARD	45 %
3	On completion, verification and acceptance of Study data for banks and report by NABARD	20 %
4	On submission of final reports (4 copies)	10%
	Total	100 %

- c) All payments will be made, subject to applicable Income Tax laws. Tax may be deducted at source, as per applicable laws.
- d) A bond on non-judicial stamp paper to initiate the process of release of funds will be executed by the selected Service Provider/Vendor with the acceptance of Letter of Acceptance.
- e) All payments under this Agreement shall be made to the bank account specified by the Service Provider/Vendor as may be notified to NABARD by the Service Provider/Vendor.

37 Proposal Preparation Costs and related Issues

The Service Provider/Vendor 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.

38 Applicable Law and Jurisdiction

The contract 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.

Annexure I: Technical Bid for National Level Study on Core Banking Solutions (CBS) in Rural Cooperative Banks

Part A of Annexure I: General Profile/Information

The information provided by the organisations in this section will be used to evaluate the Service Providers/Vendors in the first stage and only the shortlisted Service Providers/Vendors will proceed to Stage-II. Service Providers/Vendors are advised to provide all supporting documents indicated below and strictly adhere to all other instructions.

Broadly, the information sought is divided into: General Information, Human Resources, Methodology proposed for National Level Study on CBS in RCBs and technological/infrastructural competence. The details are given below:

1. Identifying Details

S.No.	Particulars	Details	Supporting documents to be uploaded
i	Name of the Service Provider/Vendor		
ii	Name of the Authorised Contact Person of Service Provider/Vendor		
iii	Contact Number of Authorised Contact Person		
iv	Service Provider/Vendor's Email id for Correspondence from NABARD		
v	Correspondence Address		
vi	EMD Deposit Date (DD-MM-YYYY)		
vii	EMD Deposit UTR No.		EMD Deposit Receipt
Service Provider/Vendor's Bank Account Details			
viii	Name of the Bank (with which Service Provider's/Vendor's Account exists)		
ix	Account Name		

x	Service Provider's/Vendor's Bank Account Number		Attach a copy of the cancelled cheque
xi	IFSC		
xii	Service Provider's/Vendor's PAN		Attach a copy of the PAN Card

2. **Integrity Pact** (to be uploaded, as per Annexure V): _____

3. **General Information**

S.No	Particulars	Response	Supporting Documents required to be scanned & uploaded
i	Service Provider/Vendor Registered under which Act? (e.g. Societies Registration Act, 1860; Indian Trust Act, 1882, etc.)		A copy of Registration/ Incorporation Certificate
ii	Is Study/Research/ Studies the core mandate of the Service Provider/Vendor? (YES/NO)		A copy of Articles of Association
iii	Number of Offices in India (including Head Office, State Offices, Field Offices, etc.)		Provide address proof of offices located in India (Max 5)
iv	Balance Sheet and Profit & Loss Account for the last three years: 2018-19, 2019-20 and 2020-21		
v	Average Annual Turnover/ Income of the Service Provider/Vendor of three years: 2018-19, 2019-20 and 2020-21 (₹ crore)		A one-page certificate by the Chartered Accountant in the enclosed Proforma (Form A), indicating the Annual Income/Turnover for the mentioned years.
vi	Whether the Service Provider/Vendor has ever been blacklisted by a Union Ministry/Deptt., State Govt. or any Public Sector Undertaking? (YES/NO)		Provide details in Annexure VI
vii	Number of Studies conducted in India during the period 2011-12 to 2021-22)		

4. Previous Experience

For each of the Studies listed above, provide the following information (List the studies conducted (max 10), with the largest being listed first (attach documentary evidence- **Work Order and Work Completion certificate**).

	Title of the Assignment and Year of Contracting	Stature of the Service Provider /Vendor (Domestic/ National/ International)	Client Name with Address (and website, if any)	Fees Earned (₹ lakh)	Number of States/ UTs Covered	Sample Size: Number of Units	Number of Months taken to complete the project (Write 'o' if the project is ongoing)	Any Other relevant information	Documentary evidence to be uploaded
Study 1									Attach copy
Study 2									Attach copy
..									Attach copy
Study 10 (max)									Attach copy

Along with each of the of the Studies listed above, the Service Provider/Vendor is required to **upload /attach** the following 2 documents:

- Work Order
- Work Completion Certificate

5. Human Resources:

(a) Number of regular staff (management/technical/academic/market research) on rolls of the Service Provider/Vendor: _____

(b) **Number of Study Specialists employed with the Service Provider/Vendor**

Number of Specialists employed on the rolls of the Service Provider/Vendor			
S.No.	Category	Number	Required Documents
i	Designing/Conducting studies		Attach C.V. of any one specialist to be associated.

ii	Financial specialist		Attach C.V. of any one specialist to be associated.
iii	IT background people		Attach C.V. of any one specialist to be associated.
iv	Data analysts		Attach C.V. of any one specialist to be associated.
v	Report writing and case study writing		Attach C.V. of any one specialist to be associated.

Note: CVs should contain declaration by the individual that he/she will be available for the Service Provider/Vendor for the entire period of the Assignment. The CVs should be as per the proforma enclosed in **Annexure III**.

6. **Methodology (to be uploaded):** If selected for this assignment, describe your strategy to conduct the study. You should cover all aspects, including the strategy to finalise the questionnaire, arranging & training manpower, conducting the paperless study in the identified states, approach to data analysis, use of statistical tools & software, reports to be generated and adherence to time limit, along with any other aspect that you consider important to highlight (**max 1000 words**).

7. **Infrastructure/Technological Competence (to be uploaded):** Write about the infrastructure/ technological capabilities of your Service Provider/Vendor /organisation to handle large-scale studies (**max 500 words**).

In doing this, you should also elaborate on the following points:

- i) Physical ICT infrastructure available with your Service Provider/Vendor
- ii) Statistical Software facilities available
- iii) Training capability to train investigators/studiers
- iv) Capability/arrangements to conduct study in selected banks
- v) Ability to handle paperless study

Criteria for Evaluating the Proposals in the Part A of Stage I		
S. No.	Particulars	Marks for Evaluation
1	Service Provider's/Vendor's Profile	10
2	Previous Experience: Projects/studies completed by the applicant Service Provider/Vendor	40
3	Human Resources Capabilities of the Service Provider/Vendor	20
4	Methodology & approach of the proposal submitted	20
5	Infrastructure/Technological competence	10
Total		100

Guidelines for Documents to be uploaded

Service Providers/Vendors are advised to adhere to the following guidelines while uploading the documents on the portal

a) **For documents uploaded under Annexure I, Annexure II and Annexure III:** Each document should contain name of the Service Provider/Vendor, preferably in the 'header' of the document.

b) **For documents uploaded under Annexure I:** Each document should clearly indicate, which information the document will supplement, so that they can be evaluated appropriately. For instance, the document that is uploaded to provide details of 'Infrastructure/Technological Competence' should mention 'Annexure I, S.No.7', preferably in the header of the document.

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:

Year	Income/ Turnover (₹ crore)
2018-19	
2019-20	
2020-21	

Name and Signature (with stamp):

Membership number:

Name of the Firm:

FRN of the Firm:

Note: The detailed Balance Sheet of the Service Provider/Vendor may be verified at a later stage by NABARD.

Part B of Annexure I: Technical Bid

I. Format for Technical Bid (All uploaded documents should have appropriate heading, containing identifying information).

S. No	Item	Details/ Documents to be uploaded
1	Name of the Service Provider/Vendor	
2	Email id	
3	Experience in handling large study	<p>Attach One-page highlights (for each study) for any three (3) study/studies done by you during 2010-2021.</p> <p>A. Study 1 (highlights to be attached)</p> <p>B. Study 2 (highlights to be attached)</p> <p>C. Study 3 (highlights to be attached)</p>
4	Methodology and approach to be adopted for National Level Study on CBS in RCBs	<p>Attach a copy of the proposed questionnaire/data sheet for National Level Study on CBS in RCBs.</p> <p>A. Based on the proposed questionnaire/data sheet for National Level Study on CBS in RCBs (at Part A above), provide an outline of the All-India Report (only chapterisation and headings/sub-headings for each chapter).</p> <p>B. Outline of other reports (max 5) that may be generated from the data, apart from the All-India reports (Total 10-15 pages).</p>
5	Physical Infrastructure and human resource competence for handling National Level Study on CBS in RCBs (500 words)	<p>Attach the write-up (max. 500 words) covering following aspects</p> <p>A. Approach to quality data collection (esp. through paperless studies) and analysis, tools, software specifications</p> <p>B. Strategy to complete the assignment within the stipulated time</p> <p>C. Infrastructure back-up for handling National Level Study on CBS in RCBs.</p>
6	Manpower Competence: assessment of requirements	To be attached/uploaded

	<i>with role clarity, deployment, project team strength envisaged for each stage/task of the activity (500 words)</i>	
7	<i>Tasks involved, activity plan and scheduling (timeline)-GANTT, CPM/PERT, etc.</i>	To be attached/uploaded

II. Technical Evaluation Criteria

Sr. No.	Particulars	Max Marks for evaluation
I	Preliminary Assessment of the Service Provider/Vendor (based on Stage-I evaluation)	20
II	Assessment by the Evaluation Committee based on the presentation* by Service Provider/Vendor and the credentials presented before it	45
(a)	Capability as assessed based on experience and expertise	15
(b)	Clarity and relevance of methodology & approach of the proposal	15
(c)	Competence in terms of infrastructure and human resources	15
III	Technical competence assessment based on Technical Bids – capability, clarity and competence	35
	Grand Total (I +II+III)	100

* The Service Providers/Vendors which are shortlisted in Stage-I will be communicated their date of presentation in advance. Each Service Provider/Vendor will be required to make a presentation before the Evaluation Committee of around 20-25 minutes, detailing their proposed approach for National Level Study on CBS in RCBs. More information on this may be shared online, including NABARD's website in due course.



**Annexure II: Financial Proposal for National Level Study on Core
Banking Solutions (CBS) in Rural Cooperative Banks**

S. No.	Description	Amount (in figures) (₹)	Amount (in words)
1.	Fixed Cost: Lump sum (including taxes)		
2.	Variable Cost for conducting study of 18 banks		
Total Cost, including taxes (1+2)			

Note:

1. The financial evaluation shall be based on the above Financial Proposal.
2. No escalation on any account will be payable on the above amounts.
3. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes, if any.
4. The variable cost component (at S.No. 2 in the table above) will be applicable for calculating the financial implication on account of increase in scope of the work, if any (on pro rata basis).

Annexure III: Proforma for CV for persons responsible for National Level Study on Core Banking Solutions (CBS) in Rural Cooperative Banks (IT/CBS/ Banking and Finance Specialists /Report Writers, etc.)

(Max. 2 pages (one sheet) for one expert. Use separate sheets for different experts)

Sr. No	Details				
1	Name of the Professional: leader/ co-leader				
2	Qualifications (Graduation & above only)				
3	Key Expertise (e.g. IT, CBS, Banking and Finance, Project Management, Studies, etc.)				
4	Experience (Max 200 words): Covering <ul style="list-style-type: none"> • Number of years of dealing with Studies/ IT applications • Experience with different responsibility profiles • Experience of leading a Study team of 20 or more field executive/staff. • Preference for experience in Study of IT/CBS applications of banks & details thereof 				
5	Work history with the present Service Provider/Vendor & responsibilities shouldered				
i.	Designation:				
ii	Duration: From: DD/MM/YYYY To: DD/MM/YYYY				
iii	Key Job responsibilities: <i>Only relevant experience to be listed</i>				
iv	<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">Projects handled</td> <td style="width: 25%;">Role in the project</td> <td style="width: 25%;">Client</td> <td style="width: 25%;">Team Size (if any)</td> </tr> </table>	Projects handled	Role in the project	Client	Team Size (if any)
Projects handled	Role in the project	Client	Team Size (if any)		
6	Have the Manager(s)/ Official(s) been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No				
7	Have the Manager(s)/ Official(s) ever failed to complete any work awarded to it by any public entity/ NITI Aayog in last five years? Yes/No				
8	Have the Manager(s)/ Official(s) been blacklisted by any Government Department/Public Sector Undertaking in the last five years? Yes/No				
9	Have the Manager(s)/ Official(s) , suffered bankruptcy/insolvency in the last five years? Yes/No				
10	Any Other (awards, achievements, etc.)				

Note: CVs should contain declaration by the individual that he/she will be available for the Service Provider/Vendor for the entire period of the Assignment.

Annexure IV: Bank Guarantee Form for Performance Security- National Level Study on Core Banking Solutions (CBS) in Rural Cooperative Banks

To

**The Chief General Manager,
Department of Financial Inclusion and Banking Technology
4th floor, E Wing, C-24, G Block**

**NABARD, Bandra Kurla Complex, Bandra (East)
Mumbai – 400 051.**

WHEREAS (name and address of the Service Provider/Vendor) (hereinafter called –the Service Provider/Vendor) has undertaken, in pursuance of RFP/contract no..... dated to offer “**Services of the Service Provider/Vendor for conducting “National Level Study on Core Banking Solutions (CBS) in Rural Cooperative Banks”**” AND WHEREAS it has been stipulated by you in the said contract that the Service Provider/Vendor shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

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

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

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

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

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

The Guarantor Bank represents that this Bank Guarantee has been established in such



form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

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

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

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

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

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

.....
Name and designation of the officer

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

Annexure V: 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 conducting NABARD “**National Level Study on Core Banking Solutions (CBS) in Rural Cooperative Banks**” 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)/ Contractor(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, IRSS (Retd.)
H No. 12-5-65/1, Flat No.109
Shri Harsha Sethuram Unique, Vijayapuri Colony, South Lalaguda
Secunderabad - 500017
Telangana
Email: sangewar@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)
Bidder/contractor)

(For & on behalf of the

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:

Name: _____

Address: _____

Witness 2:

Name: _____

Address: _____

Annexure VI: 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 Partnership Firm:

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

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

Part 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, Govt's Vendor Black List, except as indicated below:

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

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

Place: Signature of Bidder: _____

Date: Name of Signatory: _____