



राष्ट्रीय कृषि और ग्रामीण विकास बैंक

National Bank for Agriculture and Rural Development

आईएनडी एस के कार्यान्वयन हेतु
परामर्शदाता की नियुक्ति प्रस्ताव का आमंत्रण

REQUEST FOR PROPOSAL

APPOINTMENT OF CONSULTANT FOR IMPLEMENTATION OF IND AS

[निविदा सं. 01/AD/2016-17 दिनांक जनवरी 11, 2017]

[RFP No. 01/AD/2016-17 dated January 11, 2017]

Notice of Confidentiality:

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Important Clarifications

Some terms have been used in the document interchangeably for the meaning as mentioned below:

- i. 'The Bank' or 'NABARD' or 'buyer' means 'National Bank for Agriculture and Rural Development'.
- ii. 'Successful Bidder' refers to the bidder who gets selected by the Bank after completion of evaluation process.
- iii. 'Service Provider' refers to the successful bidder who provides the services to the Bank after the contract is awarded by the Bank, also abbreviated as 'SP'.
- iv. 'RFP' or 'Tender' means the Request For Proposal document
- v. 'Bid' may be interchangeably referred to as 'Offer'.
- vi. Bidder/ Applicant/ Consultant" means the eligible entity or firm who is submitting its proposal for providing services to NABARD.
- vii. "Partner" means a professional sharing profit in the firm/ LLP of Chartered Accountants as defined under Partnership Act and/ or Limited Liability Partnership Act.
- viii. "Personnel/ Professional" means full time staff who is a qualified Chartered Accountant on the payroll of the bidder.
- ix. "Proposal/ Bid" means the Technical Proposal and the Commercial Proposal.
- x. "Assignment /Job" means the work to be performed by the consultant pursuant to the contract.
- xi. "Contract" means the contract signed by the parties and all the attached documents and the appendices.
- xii. "Day" means calendar day
- xiii. "Parties"- party or parties means NABARD or Bidder / Selected Bidder / Consultant or both as the case may be.
- xiv. Indian Accounting Standard (Ind AS) means IFRS converged Ind AS
- xv. Financial Institutions (FIs) means Export - Import Bank of India (Exim Bank), National Bank for Agriculture and Rural Development (NABARD), Small Industries Development Bank of India (SIDBI) and National Housing Bank (NHB)

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Critical Information/ महत्वपूर्ण सूचना

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SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	जनवरी 18, 2017/ January 18, 2017	5:00pm
2	Pre Bid meeting (<i>no clarifications would be given after pre-bid meeting</i>) / पूर्व-बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जाएगा।)	जनवरी 20, 2017/ January 20, 2017	3:00pm
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	जनवरी 30, 2017/ January 30, 2017	3:00pm
4	Address for Bid Submission / बोली जमा करने का पता	Chief General Manager Accounts Department National Bank for Agriculture and Rural Development 2 nd Floor, E Wing, C-24, G Block, Bandra Kurla Complex Bandra (E), Mumbai- 400 051 Phone: 022-2653 9234 / 2653 9511 Fax: 022-26530050	
5	Date & Time of Opening of Technical bid/ तकनीकी बोली खोलने की तिथि व समय	जनवरी 30, 2017/ January 30, 2017	3:30 pm
6	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	Date would be intimated separately / दिनांक अलग से सूचित की जायेगी ।	
7	Bid Validity / बोली के वैधता	Six Month from the last date of bid submission. बोली जमा करने की अंतिम तिथि से छह महीने तक।	
8	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	Date would be intimated separately / दिनांक अलग से सूचित की जायेगी ।	
9	Contact details of NABARD official नाबार्ड अधिकारियों के संपर्क विवरण	Shri A V V Subramanian, General Manager Phone: 022-2653 9306 E-mail: ad@nabard.org	

1. Introduction and Disclaimers

1.1 Preface

This Request for Proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling NABARD to select Consultant for **"Implementation of Ind AS"**. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between NABARD and any successful Bidder as identified by NABARD, after completion of the selection process as detailed in this document.

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NABARD. Neither NABARD nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither NABARD nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.3 For Respondent only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder") i.e. Partnership Firm / Limited Liability Partnership/ Company registered in India. It should not be Individual / Proprietary Firm / HUF etc.

1.4 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all

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liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.5 Costs to be borne by Respondents

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

1.6 No Legal Relationship

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

1.7 Recipient Obligation to Inform Itself

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

1.8 Evaluation of Offers

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

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1.9 Acceptance of Selection Process

Each Recipient / Respondent having responded to this RFP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RFP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP.

1.10 Errors and Omissions

Each Recipient should notify NABARD of any error, fault, omission, or discrepancy found in this RFP document but not later than seven business days prior to the due date for lodgment of Response to RFP.

1.11 Acceptance of Terms

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

1.12 Requests for Proposal

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

Contact : Shri A V V Subramanian
Position : General Manager, Accounts Department
Email : ad@nabard.org
Telephone : +91 - 22 – 26539306 / 26539234
Fax : +91 - 22 – 26530050

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

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

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

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

1.13 Notification

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



2. Information to Bidders

2.1 Bid Price

Non-refundable Bid Price of ₹ 15,000/- (Rupees fifteen thousand only) by way of Banker's Cheque / Demand Draft / Pay Order drawn on a scheduled commercial bank, favoring "National Bank for Agriculture and Rural Development", payable at Mumbai must be submitted along with RFP response.

2.2 Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit of amount of ₹ 1,50,000/- (Rupees one lakh fifty thousand only)

2. EMD should be in the form of Demand Draft / Pay order / Bankers Cheque / Bank Guarantee in favour of "National Bank for Agriculture and Rural Development" payable at Mumbai or in the form of Bid Security.

Format of EMD/ Bid Security is prescribed in **Annexure- J**. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

3. The Demand Draft should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Bank.

4. No interest will be paid on EMD.

5. The EMD amount of all unsuccessful bidders would be refunded immediately upon occurrence of any the following events, whichever is earlier:

a) Receipt of the signed contract and performance security from the successful bidder.

OR

b) The end of the bid validity period, including extended period (if any),

6. Successful Bidder will be refunded the EMD amount only after submission of performance guarantee by the bidder.

7. The bid security may be forfeited if:

- a) Bidder withdraws its bids during the period of bid validity.
- b) Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
- c) In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.
- d) Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.

2.3 RFP closing date

RFP Response should be received by NABARD not later than the time mentioned in 'Critical Information' section above, at the defined address of NABARD Office premises.

2.4 RFP Validity Period

The Bids must remain valid and open for evaluation according to their terms for a period of **six (6) months** from the date of the submission of bids.

2.5 Late RFP Policy

Responses received after the due date / time would not be accepted.

2.6 Receiving of RFP Response

Receiving of RFP response will be recorded by NABARD in a 'Tender Receiving Register' kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted preferably through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax/email mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the

submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

2.7 Requests for information

1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing by the time mentioned in 'Critical Information' section above. No query / clarification would be entertained over phone.
2. All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.
3. The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
4. The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

2.8 Pre-Bid Meeting

1. The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
2. It would be the responsibility of the Bidders to be present at the venue of the meeting.

3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the “Critical Information” Section above. Bank has discretion to consider any other queries raised by the bidder’s representative during the pre-bid meeting.
4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank website (www.nabard.org) within 03 working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
5. If NABARD, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NABARD reserves the right to communicate such response to all Respondents.

2.9 Disqualification

NABARD may at its sole discretion and any time during the evaluation of proposal, disqualify any respondent, if the Bidder:

- (i) Submitted the proposal documents after the response deadline;
- (ii) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- (iii) Failed to provide related clarification, when sought;
- (iv) Any form of canvassing/ lobbying /influence/query regarding short listing, status etc;
- (v) Declared ineligible by the Government of India/State / UT Government for corrupt and fraudulent practices or blacklisted.

2.10 Selection process

Successful Bidder will be selected through two bids evaluation process:

[A]. Technical evaluation **[B].** Commercial evaluation.

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2.11 Details of Bids to be submitted

1. Bidders are required to submit their responses in TWO envelopes, with contents of each as under:

Envelope	Bid Contents	No. of Copies	Label of Envelope
I	<p>Technical Bid</p> <p>The Technical Bid should contain the following information:</p> <ul style="list-style-type: none"> i. Response to Minimum Eligibility Criteria as per format prescribed in Annexure-K ii. DDs/Instruments towards bid price iii. DDs/Instruments towards Earnest Money Deposit (EMD) <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Bank guarantee towards EMD as per format prescribed in Annexure-J iv. Declaration regarding clean track record, as per format prescribed in Annexure-L v. Bank Mandate Form as per format prescribed in Annexure-M vi. Covering letter as per Annexure- A of this document. vii. Proposal form as per Annexure -B of this document. viii. Bidder's Profile along with necessary documentary evidence required for the present RFP engagement and all relevant enclosures as detailed in Annexure C of this document. ix. Description of the methodology and work plan for performing the assignment. x. List of the key professionals and the support staff for each phase of the assignment as per Annexure G. xi. Any additional information including assumptions that the Consultant team may think fit but not included elsewhere in the proposal, which will 	<p>Hardcopy – and a CD containing Softcopy</p>	<p>“Technical Bid - Appointment of Consultant for Implementation of Ind AS -RFP No. 01/AD/2016-17 dated 11 January 2017”</p>

	<p>help the Bank to assess the capabilities of the consultant.</p> <p>xii. Duly signed authority letter by the competent authority of the bidder, authorizing the executants to sign the bid on behalf of the firm.</p> <p>Note: Technical Bid shall not include any financial information. A technical bid containing information on the commercial bid shall be declared invalid and be rejected.</p>		
II	<p>Commercial Bid</p> <p>i. Commercial Bid Covering letter as per format prescribed in Annexure- D</p> <p>ii. Response to Commercial Bid as per format prescribed in Annexure-E</p>	Hardcopy	<p>“Commercial Bid-</p> <p>Appointment of Consultant for Implementation of Ind AS -RFP No. 01/AD/2016-17 dated 11 January 2017”</p>

Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “Appointment of Consultant for Implementation of Ind AS -RFP No. 01/AD/2016-17 dated 11 January 2017”:-

2. All the individual envelopes must be super-scribed with the following information as well:
 - i. Name of the bidder, Contact Number and mail id.
 - ii. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
 - iii. Envelope I & II should also contain softcopy of respective response documents in a CD.

2.12 Pre Contract Integrity Pact (IP)

IP is an agreement between the prospective bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-O** on the letter head of the bidder. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of work Order.

2.13 Non-disclosure Agreement

Selected bidder has to submit Non-disclosure Agreement on the lines of Annexure – N.

2.14 Important

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

1. Authorized signatory must sign all the pages of the response.
2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed/emailed copies of any submission are not acceptable and will be rejected by the Bank.
4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
6. The RFP is floated on NABARD website <https://www.nabard.org>, NABARD reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFP will be posted on NABARD website. Bidders must have close watch on NABARD website during the intervening period before submitting response to RFP.
7. The bidder cannot quote for the project in part.
8. Each bidder shall submit only one proposal.



3. Background

3.1 Introduction

National Bank for Agriculture and Rural Development (NABARD) was established on 12 July 1982 by an Act of the Parliament to promote sustainable and equitable agriculture and rural prosperity through effective credit support, related services, institutional development and other innovative initiatives. NABARD extends Refinance support to Rural financial institutions like RRBs, cooperatives, Commercial Banks and NBFCs etc. It also extends direct lending to State Government, State owned institutions / corporations, Cooperatives, Producers' Organizations, etc. NABARD also provides and facilitates credit planning, policy formulations, Financial Inclusion, SHG linkage program, Farmers club etc. through its developmental initiatives.

NABARD has 4 subsidiaries viz., Nabard Consultancy Services Ltd. (NABCONS), Nabard Financial Services (NABFINS), NABKISAN Finance Ltd, and Agri Business Finance Ltd.

Please visit NABARD website (www.Nabard.org) for complete list of subsidiary /associate organization of NABARD.

4. Project Scope

4.1 Objective

NABARD is required to comply with Indian Accounting Standards as notified by MCA, GoI under the Companies (Indian Accounting Standards – Ind-AS) Rules, 2015 subject to any guideline or direction issued by the Reserve Bank of India (RBI) for preparation of financial statements for accounting periods beginning from April 1, 2018 onwards, with comparatives for the periods ending March 31, 2018 and preparation of proforma financial statements as per requirement of Reserve Bank of India in respect of current financial year from half year ended on September 30, 2016 onwards. In this connection, NABARD invites Request for Proposal (RFP) from consultants of repute and proven track record for implementation of Ind AS as per the **Scope of Work**.

4.2 Scope of work and Requirement

4.2.1 Objective

Implementation of Ind AS in NABARD, will include, inter alia, migration of NABARD's standalone and consolidated financial statements of its subsidiaries' financials to Ind AS (including technological changes) as per Standards notified/ issued by MCA / ICAI / RBI / SEBI and other guidelines as and when notified / issued and preparation of reporting requirements (including technological changes) of various reporting authorities in this regard.

4.2.2 Phase I – Diagnostic Study and Impact Analysis

This phase of the Project aims evaluation and analysis of Ind AS standards and compares them with existing RBI reporting practices and current Indian Generally Accepted Accounting Principles (GAAP) followed by Bank. For this, consultant will have to perform the following indicative tasks:

1. Guidance on and assist the Bank in preparation of standalone and consolidated financial statements under Ind-AS for reporting to RBI and other authorities for the half year

ending September 30, 2016 and thereafter within timeline as specified by Reserve Bank of India and other regulators. Validation of the Financial Statement under Ind AS.

2. Conduct an 'as-is' assessment (Accounting System and IT/Information System) of the existing accounting and reporting performed by the Bank.
3. Diagnostic analysis of differences between the current accounting framework and Ind AS. Likely Impact analysis of Ind AS implementation on Business including profit planning and budgeting, taxation, capital planning, development of Expected Credit Loss (ECL) model, impairment of assets, credit decision making and impact on capital adequacy as per BASEL-III, key accounting areas such as financial instruments, revenue recognition, property, plant and equipment, leases, employee benefits, deferred taxes, consolidation, provisions etc besides reporting formats and disclosures. Suggesting strategies for optimising the impact.
4. Determination and validation of Group Structure based on the consolidation standards prescribed under Ind AS in consultation with the respective departments
 - a. Determining status of the entities where Bank has investment(s).
 - b. Determining any addition in group entity by examining the Investment portfolio of the Bank/agreements as per requirements of Ind AS.
5. Recommending a way forward in the implementation of Ind AS in focusing specifically on operational issues, resources requirements, technical aspects including Accounting System & Information technology Systems and finalization of the Project Management framework.
6. Identification of first time application issues and also the potential "surprises" consequent to adoption of Ind AS.
7. Conduct Ind AS impact assessment from the perspective of changes required in System Software used by Bank.

8. Work collaboratively with Bank throughout the project for its timely and smooth implementation enabling the Bank to draw accounts under Ind As within the timeframe and schedule as prescribed by Reserve Bank of India, other regulators like SEBI, MCA etc from time to time
9. Preparation of Benchmark accounting policies and also assist in defining Business Model in consultation with the Bank.
10. Submit a comprehensive "Project Report" with roadmap (including timelines and sequence) and assist in implementation of Ind AS in line with the guidelines /recommendation /instructions of Reserve Bank of India/ Ministry of Corporate Affairs/Indian Banks' Association/Institute of Chartered Accountants of India / other concerned authorities, to the satisfaction of the Bank.
11. Train Bank officials on overview, challenges and key differences relevant to NABARD between Indian GAAP and Ind AS.
12. Provide adequate manpower as per requirement for implementation of Ind AS.

4.2.3 Phase II – Processes / System Changes

1. Assist the bank in taking significant accounting policy decisions impacting financials to comply with the notified Ind AS.
2. Assist the Bank in formulation and validation of policies and processes compliant with Ind AS requirements which includes amongst others:
 - a. Implementation of all relevant Ind AS, applicable in the Bank
 - b. Impact of taxation particularly deferred tax on NABARD
 - c. Recommend possible uniform accounting policies for NABARD and its subsidiaries along with implications of adopting them.
 - d. Recommend first time adoption exemptions / options and suitable policy thereof.

3. Assist the bank in redesigning the credit assessment process by modifying credit appraisal and monitoring policies, credit rating policies and models and also related policies on which there will be consequential impact.
4. Evaluate system changes – assessment of processes requiring changes.
5. Communicate with IT personnel of bank to facilitate changes required in the system and also ensure that data and reports generated meet the requirement for Ind AS. This will inter alia include checking and validation of output generated from IT systems.
6. Assist the bank in dry-run of accounting systems and end-to-end reporting process before the actual conversion.
7. Define training strategy and formulate education content for Ind AS.
8. Timely incorporation of any changes proposed in Ind AS by the Reserve Bank of India (RBI)/ Ministry of Corporate Affairs (MCA)/ Indian Bank's Association (IBA)/ Institute of Chartered Accountants of India (ICAI) / other concerned authorities and develop approach to address those changes.
9. Provide the Bank necessary excel worksheet based templates with proper documentation for preparation of financials taking bank's live examples for each type of changes required in systems.
10. Presentation before Core group Committee/ Steering Committee/ Audit Committee of the Board / Board of Directors of the bank on the latest Ind AS implementation status.
11. Preparation of disclosures in the financial statement for the year ending 31 March 2017 regarding strategy for Ind-AS implementation and the progress made in this regard for the Bank.
12. Provide adequate manpower support to Bank as and when required to achieve the required timelines.

4.2.4 Phase III - Generation of Ind AS Financials (both standalone and consolidated) including Disclosures

4.2.4.1 For Financial Year 2017-18

1. Work with the Bank for preparation and validation of Ind AS compliant opening balance sheet as on April 1, 2017 of standalone & consolidated and produce the reconciliations between Indian GAAP and Ind AS.
2. Work with the Bank to produce Ind AS note disclosures reflective of industry best practices.
3. Provide necessary templates with proper documentation for preparation of financials.
4. Work with the Bank for preparation and validation of Ind AS financial statements for the quarter/ period ending:
 - a. June 30, 2017 (in lines with the quarterly reporting– as part of comparatives),
 - b. Sept.30, 2017 (in lines with the quarterly reporting– as part of comparatives),
 - c. Dec 31, 2017 (in lines with the quarterly reporting– as part of comparatives),
 - d. Year ending March 31, 2018 along with complete disclosures as part of comparatives.

4.2.4.2 For Financial Year 2018-19

1. Work with the Bank for preparation and validation of Ind AS financial statements of the bank and group for the quarter/ period ending:
 - i. June 30, 2018 (in lines with the quarterly reporting requirements),
 - ii. Sept.30, 2018 (in lines with the quarterly reporting requirements),
 - iii. Dec 31, 2018 (in lines with the quarterly reporting requirements)
 - iv. Year ending March 31, 2019 along with complete disclosures.
2. Provide adequate manpower as per requirement for implementation of Ind AS.

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4.2.5 **Phase IV – Validation of Ind AS financials and Assistance during Review**

1. Validation of Ind AS Financials generated as at Phase III above and presentation to the Top management / Audit Committee of Board/Board.
2. Assist the Bank in replying to the queries, if any, raised by Reserve Bank of India (RBI) / other regulators and Statutory Auditors of the Bank in respect of Ind AS financials.
3. Interaction and regular updation with the Steering Committee / Top management / Audit committee of Board/ Board as and when required for the Bank.
4. Provide guidance, suggestions on new developments or on any other matter in Ind AS up to one year i.e upto March 31, 2020 from preparation/Audit of first Ind AS compliant financial statements for the period ended March 31, 2019.

(The above list is indicative and not exhaustive i.e. “**Scope Of Work**” shall include providing professional assistance for all activities required for the Implementation of Ind AS for preparation of financials Standalone and Consolidated as per RBI/MCA /ICAI and SEBI guidelines as and when issued and formulation of related policies in Bank)

5. Minimum Eligibility Criteria

- (1) Proposals not complying with the 'Minimum Eligibility criteria' are liable to be rejected and will not be considered for further evaluation.
- (2) The proposal should adhere to the following minimum eligibility criteria.

S.N	Eligibility Criteria	Documents to be submitted
1.	Engaged in IFRS / Ind AS conversion exercise of Banks / Financial Institutions/Public Sector Undertaking(PSU) each in India with a minimum Balance Sheet size of ₹1,50,000 crore during the period of assignment (minimum 1 assignment)	Client references from organizations clearly indicating the scope of engagement, period of engagement, name of person in-charge of client side with contact number and email ids.
2.	The Consulting firm should have in-house capability to take up assignment on their own. Joint and collative Bids will not be accepted	Undertaking Letter
3.	The Bidder should have permanent main office in Mumbai for at least last 5 years (as on 31.12.2016)	Self-declaration with supporting documents such as Rent Agreement, Electricity Bill etc.
4.	The Bidder should not have been black listed by any Govt. Financial Institutions/Banks/ Government/ Semi-Government departments/ PSUs in India. There should not be any disciplinary action initiated by ICAI against partner(s)/Firm during last 3 years.	A self-declaration by the Bidder on Bidder's letter head.
5.	The bidder should have an average turnover of ₹15 crore for the last three financial years.	Certificate from Auditors/Independent CA providing the Turnover for the last three years in Annexure-I (Bidders are requested to furnish the information as per the format. Any modification in the format will make the bid liable for rejection)

6.	Bidder should have minimum of 50 Partners in India and 100 full-time professional staff in India as on 31.12.2016. “Professional Staff” means full-time staff with minimum qualification of Chartered Accountant and on the payroll of the bidder.	A self-declaration by the Bidder on bidder’s letter head
7.	The Bidder’s Firm should not be owned or controlled by any Director or Employee (or Relatives) of NABARD and its Subsidiaries /associate institutions	A self-declaration by the Bidder on Bidder’s letter head.

(3) Conflict of interest

- (a) Bank requires that the selected consultants provide professional, objective, and impartial advice, and at all times hold Bank’s interest’s paramount, strictly avoid conflicts with other assignment(s) / job(s) or their own corporate interests, and act without any expectation/consideration for award of any future assignment(s) from Bank.
- (b) Without limitation on the generality of the foregoing, the selected consultants, and any of their affiliates and member firms, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:
- Conflicting assignment/job:** The consultant (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of consultancy to be executed for the same and/or for another employer.
 - Conflicting relationships:** The consultant (including its personnel) having a business or family relationship with a member of Bank’s staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict

stemming from such a relationship has been resolved in a manner acceptable to Bank throughout the selection process and the execution of the contract.

- (c) The bidders must disclose in their tender details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest if they were awarded the contract pursuant to this RFP.
- (d) If tenderers identify any potential conflict they should state how they intend to avoid such conflicts.
- (e) NABARD reserves the right to reject any tender which, in NABARD's opinion, gives rise, or could potentially give rise to, a conflict of interest.

6. Evaluation Methodology

6.1 Evaluation process

1. The Bank has adopted a two (2) stage bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
 - a. *Technical Bid*
 - b. *Commercial Bids*
2. The Bank shall evaluate first the 'Technical bid' and qualifying bidders will be invited for a presentation. Technical scores will be given based on the bid submission and presentation.
 - (a) Post the presentation, bidders scoring a minimum of 70% marks in the technical bid will qualify for commercial evaluation and their commercial bids will be opened.
 - (b) For final award of the assignment, a combined evaluation shall be done by applying a weightage of 70 and 30 for the technical and commercial scores respectively, according to the following formula for those found qualified in the technical bidding.

Combined score of Bidder "x" will be computed as follows:

Combined score = $70 * (\text{Technical score of Bidder "x"} / \text{Highest Technical Score of all Qualified Bidders})$

PLUS

$30 * (\text{Lowest Commercial Bid of all Qualified Bids} / \text{Commercial bid of Bidder "x"})$

3. The successful bidder will be the one who secures highest combined score. Shortlisted bidders will be ranked on the basis of the above combined score. The bidder securing highest combined score shall be recommended for award of the contract.
4. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and its decision will be final.

5. All the documentary proofs are to be submitted along with the bid in this regard.
6. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. NABARD would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
7. During evaluation, Bank at its discretion can ask the bidders for clarifications.
8. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
9. **Normalization** - NABARD reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.

6.2 Technical Scoring methodology:

The technical scoring of the proposals will broadly be on the following criteria:

S.N.	Evaluation Parameter	Max. Marks	Marking System		Marks Obtained						
	Part I										
1	Engaged in IFRS / Ind AS conversion exercise of Banks / Financial Institutions /Public Sector Undertaking (PSU) in India each with a minimum Balance Sheet size of ₹1,50,000 crore during the period of assignment (minimum 1 assignment)	30	<table><tr><td>Criteria</td><td>Max Marks</td></tr><tr><td>For satisfying the condition indicated</td><td>20</td></tr><tr><td>For additional assignments in Bank / FI / PSU-- 5 marks for each bank/FI/PSU</td><td>10</td></tr></table>		Criteria	Max Marks	For satisfying the condition indicated	20	For additional assignments in Bank / FI / PSU-- 5 marks for each bank/FI/PSU	10	
Criteria	Max Marks										
For satisfying the condition indicated	20										
For additional assignments in Bank / FI / PSU-- 5 marks for each bank/FI/PSU	10										
2	Adequacy of manpower to take care of Bank’s requirements for successful migration	20	<table><tr><td>Criteria</td><td>Max Marks</td></tr><tr><td>For 50 Partners and 100 full time Professional staff in India</td><td>15</td></tr><tr><td>1 Mark each for every additional 1 Partner and 3 Professional staff in India</td><td>5</td></tr></table> <p>i)“Professional Staff” means full-time staff with minimum qualification of Chartered Accountant and on the payroll of the bidder.</p> <p>ii) List of Partners and professional staff with their Membership Number to be provided (in self declaration as per Point No 6 of Eligibility Criteria).</p>		Criteria	Max Marks	For 50 Partners and 100 full time Professional staff in India	15	1 Mark each for every additional 1 Partner and 3 Professional staff in India	5	
Criteria	Max Marks										
For 50 Partners and 100 full time Professional staff in India	15										
1 Mark each for every additional 1 Partner and 3 Professional staff in India	5										

3	Domain Knowledge and understanding of IFRS/Ind AS	20	Criteria	Max Marks	
			Association of a Partner /Director/Executive/Bidder firm / company in committees of ICAI/MCA/RBI/SEBI/ IRDA in the area of implementation of IFRS/Ind AS.	20	
4	The average revenue of the bidder of last three financial years ended on 31.03.2016	20	Criteria	Max Marks	
			₹15 crore to ₹20 crore	10	
			More than ₹20 crore and up to ₹40 crore (additional marks)	5	
			More than ₹40 crore (additional marks)	5	
	Total Part I	90			
	Part II				
5	Presentation covering the proposed implementation plan (Maximum 10 slides specific to implementation plan in NABARD)	10	Shall be evaluated by the committee identified for this purpose. (Each member will give separate marks out of 10. The final marks will be computed on average of the marks given by the members)		
	Total Part I+ Part II	100			

Firms fulfilling all the eligibility criteria mentioned in Clause '5' would only be considered for scoring given above.

6.3 Evaluation of Commercial Bid

- (1) The Commercial bid should be submitted strictly in the format given by the Bank as Annexure E of this document along with covering letter as per Annexure D and should not have any deviations, restrictive statements, etc. therein. Otherwise, such bids are liable to be rejected at the sole discretion of the Bank. The price shall be quoted in Indian Currency only and shall be all inclusive. No separate fees/reimbursements other than service tax (GST, if applicable), as applicable, at the time of payment shall be made by the Bank.
- (2) Date of opening of Commercial bid would be advised after completion of the process of evaluation of Technical Bid and presentations to the Bank by the successful bidders in technical bid.
- (3) Bidders who score minimum 70 out of 100 marks on the technical evaluation criteria as mentioned above will only be considered. The Commercial bids of the applicants with technical marks less than 70 will not be considered for commercial/financial evaluation.
- (4) In case the number of bidders qualifying in the technical evaluation stage is less than 3, then it is at Bank's discretion, to choose the top 3 scorers subject to minimum 60 out of 100 marks on the technical evaluation or discontinue the evaluation process or re-tender.

7. General terms and conditions to contract

Bidder should examine the documents constituting this RFP in detail to prepare the Proposal. In case of deficiencies in the information required/ requested, the proposal may be rejected.

7.1 Non-transferable bid

This bid document is not transferable. Only the bidder, who has purchased this bid form, is entitled to quote and to execute the job, if allotted. There will not be any type of outsourcing.

The bidder should also submit an undertaking on the letter head to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

7.2 Format and signing of Bid

Each page of the bid shall be made in a legal name of the bidder and shall be signed and duly stamped by the bidder or a person duly authorized to sign on behalf of the bidder.

7.3 Process of Final selection

Bidders who achieve overall score of 70% & above in Technical Evaluation will qualify for the next stage of evaluation (Commercial bid evaluation). The weightage for the technical (including presentation scoring) and Commercial scoring will be 70 and 30 respectively.

In respect of all qualified bidders, in whose case the commercial bid has been opened, a combined techno commercial evaluation will be done by the bank as per clause 6 of RFP.

7.4 Award of Contract

In the case of tie between two or more bidders, a fresh commercial bid will be called upon from these bidders for evaluation and selection of the consultant.

7.5 Clarification of Bids

During evaluation of bids, if found necessary, Bank may seek clarification of the bid from the bidder. The request for clarification and the response shall be in writing.

7.6 Notification of Awards

The acceptance of a bid, subject to contract, technical compliance, commercial considerations & compliance with all the terms and conditions will be communicated in writing by means of offer of contract / service order at the address supplied by the bidder in the tender response.

Any change of address of the Bidder, should therefore be promptly notified to:

Chief General Manager

Accounts Department

National Bank for Agriculture and Rural Development

2nd Floor, E - Wing

Plot No. C-24, G Block, Bandra Kurla Complex

Bandra (E), Mumbai- 400 051

The written offer of contract / order issued to the successful bidder would need to be accepted by the bidder in writing within 7 days from the date of issue of the offer.

7.7 Acceptance of Work Order

The successful bidder / consultant will be required to accept the work order issued by the Bank within 7 days of work order and deliver the acceptance copy to the Bank. The failure, delay or evasion on the part of the successful bidder / consultant to accept the work order will result in cancellation of work order and Bank retains its right to issue work order to the next highest scorer or may start the entire RFP process afresh.

7.8 Payment Terms

Bank will release payment of the agreed professional fees to the selected bidder after deduction of applicable taxes at source. The payment schedule will be as follows:

Particulars	Percentage
Phase – I	10%
Phase – II	20%
Phase- III (A)	20%
Phase – III (B)	40%
Phase IV	10%

7.9 Bank reserves the right to the following:

- Reject any or all proposals received in response to the RFP without giving any reason whatsoever.
- Reject the proposals received in response to the RFP containing any deviation
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- Extend the time for submission of proposal.
- Modify the RFP document, by an amendment that would be notified on the Bank's website.
- To independently ascertain information from the Banks and other institutions / companies to which the bidder has already extended services for similar assignment.
- Modify the time period stipulated in Clause 4 above for completion of assignment during the execution of assignment if it deems fit.
- NABARD reserves the right to accept or reject any or all the responses, to take exception to the qualification criteria, or to waive any information. NABARD is under

no obligation to explain why any response is accepted or rejected. NABARD's decision shall be final in this regard.

7.10 Other Terms:

- a. The proposals and related Annexure should be signed by the authorized representative/s of the successful Consultant. The executants' authority to represent and bind the Consulting Firm must be confirmed by a written authority letter issued by the Competent Authority of the Consultant Firm accompanying the proposal.
- b. The proposal should be submitted strictly in the formats provided in this RFP document.
- c. The key persons identified for the project should carry out their activities from the premises of the Bank at Mumbai. The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the Qualification Criteria and preferably should have been involved in a similar assignment. However, the Bank reserves the right to accept / reject / substitute the key personnel allocated for the project. The staff deployed / involved by the service provider shall never be deemed to be appointed by NABARD nor shall they be under its service conditions.
- d. The bidder / consultant selected for the assignment should adhere to the quality standards, all applicable regulatory directions/ guidelines in this regard.
- e. The bidder / consultant selected for the assignment should treat as confidential all data and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank.
- f. The proposal should be free of overwriting/ corrections / alterations.
- g. All bids and supporting documentation shall be submitted in English or in Hindi.

h. The Bank will not return the bids/responses to the RFP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.

i. The Commercial Bid shall be opened in due course, after completion of technical bid evaluation, in the presence of Bidders/their representatives, who choose to attend. The authorization letter for attending the Bid Opening is given at Annexure – H. The date and venue for opening the commercial bid shall be separately informed to the bidders who come out successful in the technical evaluation process as per the methodology mentioned in Clause 6.

j. It is hereby clarified that the Bid / response to the RFP should be submitted in the exact format given herein without making any changes/alterations to the RFP document. Any change/alteration made to the RFP document by the participant would make the respective Bid/ response to the RFP void and the same shall be liable to be rejected by the Bank without going further into the merits of the tender.

k. It is also clarified that in case of any difference/change between Bid/ response to the RFP document submitted by the participant and the RFP document maintained by Bank, the RFP document maintained at the Bank, would be considered as authentic and binding on the participant.

7.11 Compliance Confirmation

The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP

7.12 Undertaking by Consultant

The bidder / consultant shall furnish the following Undertaking as a part of the proposal.

“We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concern or our Partners, CEO, Directors / Managers / Employees and if it arises we will intimate the Bank of the same”.

The bidder / consultant shall further ensure the compliance of the guidelines issued by Central Vigilance Commission for the purpose of selection and employment of consultants.

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

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

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

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

7.13 Assignment

The bidder shall not assign or outsource the works awarded to them under this RFP, whether actually or as the result of takeover, merger or other change of identity or character of the bidder upon any such assignment or transfer the engagement may be forthwith terminated by NABARD.

7.14 Indemnity

The consultant shall exercise reasonable skill, care and diligence in the performance of the contract and shall agree to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorney's fees), arising before or after completion of implementation of the assignment, which result from, arise in connection with or are related in any way to claims by third parties arising out of or in connection with

- The bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; infringement of Intellectual Property Rights of the Bank; infringement of intellectual property rights of any third party while implementing the project, acts or omissions of negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;
- For the purpose of the Agreement, the bidder shall include the bidder, its personnel, employees, consultants, and / or other authorized persons.
- The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.
- The selected bidder has to execute a Deed of Indemnity as per prescribed format.

7.15 Representations and Warranties

a) That the bidder is a Partnership firm/LLP/Company which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated by this RFP, possesses the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by Bank.

- b) That the bidder is not involved in any litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the Engagement.
- c) That the representations made by the bidder in its application are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Engagement and the RFP Documents and unless Bank specifies to the contrary, the Applicant shall be bound by all the terms of the RFP.
- d) That the Applicant has the professional skills, personnel and resources/ authorizations/ approvals/ infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RFP and this Engagement.
- e) That the Applicant shall use such assets of Bank as Bank may permit for the sole purpose of execution of its obligations under the terms of the RFP or the Engagement. The Applicant shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- f) That the Applicant shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep Bank, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.
- g) That all the representations and warranties as have been made by the Applicant with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.
- h) That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
- i) That there are –

(1) No legal proceedings pending or threatened against bidder or any of its partners or its teams which adversely affect/may affect performance under this Engagement; and

(2) No inquiries or investigations have been threatened, commenced or pending against the bidder or any of its Partners or its team members by any statutory or regulatory or investigative agencies.

j) That the Applicant has the corporate power to execute, deliver and perform the terms and provisions of the Engagement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Engagement.

k) That all conditions precedent under the Engagement has been complied.

l) That neither the execution nor delivery by the bidder of the Engagement nor the bidder's compliance with or performance of the terms and provisions of the Engagement:

(1) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the bidder.

(2) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject.

7.16 Confidentiality Clause

The bidder shall hold in confidence all information, documentation etc which come to their knowledge ('Confidential Information') and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without prior written consent of bank.

Confidential Information means information which is by its nature confidential or is designated by the bank as confidential and includes:

a) All information marked or otherwise designated as confidential;

- b) Information which relates to the financial position; the internal management structure, the Personnel, policies and strategies of bank,
- c) Bank Data, customer lists, customer information, account information, and business information regarding business planning and operations of Bank, its Subsidiary and Associate or other information or data whether such data is permanent or otherwise;
- d) Any other information which the parties specifically declared as confidential.

The restriction imposed in this clause does not apply to any disclosure of information:

- i) Which at the material time was in the public domain other than by breach of this clause; or
- ii) Which is required by law to be communicated to a person who is authorized by law to receive that information.

The selected bidder shall execute separate non-disclosure agreement in Annexure N format immediately after the selection.

7.17 Termination of Contract

1. NABARD may at its sole discretion and at any time terminate the contract and inform the consultant by written instructions. Normally there will be notice period for termination. In the event of the contract being so terminated the consultant shall take such steps, as are necessary to bring the services to an end in a cost effective, timely and orderly manner.
2. Bank also reserves its right to terminate the contract in the event of one or more of the following situations:
 - a) Unnecessary or unwarranted delay in execution of the work allotted.
 - b) Delay in providing the requisite manpower at the Bank's site.
 - c) Delay in submission of reports beyond the stipulated periods.
 - d) Breach of trust is noticed during any stage of the consultancy assignment.

In addition to the cancellation of order, the order shall be passed to next qualified bidder.

7.18 Publicity

Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicitly written permission of Bank

7.19 Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the control of the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

If a Force Majeure situation arises, the bidder shall promptly notify Bank in writing of such conditions, the cause thereof and the change that is necessitated due to the conditions. Unless otherwise directed by Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. NABARD may terminate the contract or suspend its performance. In such an event the consultant shall take such steps, as are necessary, to bring the service to an end, in a cost effective, timely and orderly manner.

7.20 Liquidated Damages

If the selected bidder fails to complete the project within stipulated time, NABARD will impose a penalty of 0.5% of the order value for each weeks delay or part thereof attributable to the bidder, subject to maximum of 10% of the order value. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks. Once the maximum is reached Bank may consider cancellation of the order and the performance security submitted may be invoked.

2. Penalty would not be applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is responsibility of the selected bidder to prove that the delay is attributed to the Bank or Force Majeure.
3. Bank reserves the right to adjust the penalty and Liquidity damages, if any, against any amount payable to the bidder or Performance Bank Guarantee.

7.21 Resolution of Disputes

1. The dispute arising under this RFP between NABARD and Bidder for misconstruing the meaning and operation of the tender and the breach that may result shall be resolved amicably in accordance with the Indian laws.
2. In case of failure to resolve the disputes and difference amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the Bidder a list of three names of persons who shall be presently unconnected with NABARD or the Bidder. Bidder shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall thereupon without delay appoint the said person as the sole arbitrator. If Bidder fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Bidder. If the person so appointed is unable or unwilling to act or refuses his appointment by NABARD from the above list of persons. The provision of Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
3. The venue of the arbitration shall be Mumbai under the exclusive jurisdiction of the court at Mumbai only.
4. The language of the arbitration shall be English.

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

7.22 Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

7.23 Governing Law/Jurisdiction

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

7.24 Performance Bank Guarantee (PBG)

1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank as per Annexure P equivalent to 10% of the contract value with BG validity up to **31/03/2020 with a claim period of 3 months** from the date of signing of agreement/project kickoff.
2. In the event of non-performance of obligation or failure to meet terms of this RFP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.
3. The Bank Guarantee shall be released at the end of period of assignment.
4. In case of expiry of BG prior to project completion, the bidder will be required to renew the BG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by NABARD, the Bank reserves the right to cancel the order and forfeit the EMD.
5. Notwithstanding anything to the contrary contained in the contract, NABARD shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

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

7.25 Forfeiture of performance security

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

8. Annexure

8.1 Annexure: A (Covering letter) Technical Offer

(Letter to the Bank on the Consultant's letterhead)

Date:

To,

The Chief General Manager
Accounts Department
National Bank for Agriculture and Rural Development
2nd Floor, E – Wing
Plot No. C-24, G Block, Bandra Kurla Complex
Bandra (E), Mumbai- 400 051

Dear Sir,

Sub: Your RFP for Appointment of Consultants for implementation of Ind AS in NABARD

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to provide our services for comprehensive assessment and road map for implementation of Ind AS framework and compliance requirements in NABARD as detailed in your above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer in a sealed envelope. The offer shall be binding on us up to 180 days and subject to the modifications resulting from contract negotiations.

Yours faithfully,
(Name and Designation, seal of the firm)
Encl: Technical Offer in sealed envelope.

8.2 Annexure B –Proposal Form

(To be included in Technical Proposal Envelope)

Date: _____

To,

The Chief General Manager
Accounts Department
National Bank for Agriculture and Rural Development
2nd Floor, E – Wing
Plot No. C-24, G Block, Bandra Kurla Complex
Bandra (E), Mumbai- 400 051

Sir,

RFP –Appointment of Consultant for implementation of Ind AS in NABARD

RFP No. 01/AD/2016-17 dated 11 January 2017

Having examined the RFP Document, we, the undersigned, offer our services to provide Consultancy for implementation of reporting system and ensuring compliance under Ind AS in NABARD in conformity with the requirements mentioned in said RFP documents.

We undertake, if our bid / Proposal is accepted, to carry out the work as per the scope of work, deliverables and in accordance with the time frames specified in the RFP document as well as on the payment terms mentioned therein.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal.

We declare that we have not made any alterations/changes whatsoever in the RFP document and we are fully aware that in the event of any change, the RFP document maintained at the Bank will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by the Bank in the event of any alteration made in the RFP document.

We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence

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against us or any of our sister concern or our CEO, Directors / Partner / Managers / Employees and if it arises we will intimate the Bank of the same.

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand that NABARD is not bound to accept our request for participation in the process or bound to accept our bid, or give any reason for rejection of any bid. We also agree and confirm that we will not claim any expenses incurred by us in preparing of bid documents and that NABARD will not defray any expenses incurred by us in proposal.

We are also aware that NABARD has also right to re-issue / re-commence the bidding process, to which we do not have right to object and have no reservation in this regard; the decision of NABARD in this regard shall be final, conclusive and binding upon us.

We understand that NABARD is not bound to accept the lowest, or any other Proposal, NABARD may receive.

Dated this day of 2017

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

8.3 Annexure C - TECHNICAL BID

**RFP for appointment of
Consultant for implementation of Ind AS in NABARD**

RFP No. 01/AD/2016-17 dated 11 January 2017

Particulars	Details to be furnished for the Particulars	Details of Enclosures to be submitted
Name of the Bidder		
Address of Registered Office		
Telephone / mobile and Fax number		
E mail address		
Date of incorporation of the Bidder		
Country of incorporation		
Name and designation of the person authorized to make commitments to the Bank		
Presence/locations of Offices in India		
Number of persons who are proposed to be associated for executing the assignment with names including that of the Team Leader. The Team Leader, once assigned to the Bank should not be replaced except under very exceptional circumstances and always with the consent from the Bank.		Resume of the identified team persons in the format enclosed as CV format to this document
Details of bid amount paid DD/PO No.....dated Bank..... Drawn on (Branch)..... Amount Rs.....		

PAN number..... Service tax number.....		
References of 4-5 clients	Name- Address- Designation- Contact Phone Numbers- e-mail id-	Please enclose details in a separate sheet duly signed by the authorised signatory under the seal of the Firm/LLP/ Company

Particulars in respect of engagement in IFRS/Ind-AS consultancy /Financial Institutions in India during last Seven years as on 31.12.2016

Sr. No.	Name of the Bank/Financial Institution/PSU	Balance Sheet Size of the Bank/Financial Institution during the period of contract (₹ In crore)	Brief Details of scope of work	Name of Person in-charge from client side with contact no. and email id	Period	
					From	To

Note: Client Certificate / Contract with Client in support of the information above should be submitted

Details of Bidder/affiliates/group companies

S. No.	Name of the Member Firms/ Affiliates/ Group Companies	Registration Number with ICAI/ MCA as applicable*

Details of Partners of the Bidder including its Affiliates/Group companies/ member firms working under the common brand name and engaged in similar activity of accounting advisory/ financial services in India

S. No.	Name of the Member Firms/ Affiliates/Group Companies	Name of the Partner	Membership No. of Partner with ICAI*

Details of full time professional staff of the Bidder including its Affiliates / Group companies/ member firms working under the common brand name and engaged in similar activity of accounting advisory/ financial services in India

S. No.	Name of the Member Firms/ Affiliates/Group Companies	Name of the Professional Staff	Membership No. with ICAI*

* ICAI – Institute of Chartered Accountants of India
MCA – Ministry of Corporate Affairs

Dated this day of 2017

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

8.4 Annexure: D - COMMERCIAL OFFER**(To be furnished in the Consultant's letter head)**

(To be submitted in sealed envelope)

Place

Date

To,

The Chief General Manager
 Accounts Department
 National Bank for Agriculture and Rural Development
 2nd Floor, E – Wing
 Plot No. C-24, G Block, Bandra Kurla Complex
 Bandra (E), Mumbai- 400 051

Sir,

We the undersigned offer to provide our services for consultancy for implementation of Ind AS in NABARD in accordance with your RFP dated _____.

Our attached Commercial Offer (Annexure E - Commercial Offer) is for the sum of ₹_____ (amount in words and figures) plus applicable service tax (GST, if applicable) thereon.

Our Commercial Offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period (180 days) of the proposal.

Yours faithfully,
 (Name & designation, seal of the firm)
 Encl: Commercial Offer in sealed envelope.

8.5 Annexure: E - COMMERCIAL BID**(To be included in Commercial Proposal Envelop)****Date:**

Sir,

**RFP for appointment of
Consultant for Ind AS in NABARD AND ITS SUBSIDIARIES****RFP No. 01/AD/2016-17 dated 11 January 2017**

In terms of the above-mentioned RFP document we submit herewith the commercial bid (fees) for the assignment proposed by the Bank as Consultant.

	Consultancy Fees Including Out Of Pocket Expenses
In figures (₹)	
In words (Rupees)	

TERMS AND CONDITIONS

- 1) The above quoted fee is for the entire assignment.
- 2) We undertake to deliver all the deliverables as envisaged in the proposal/agreement.
- 3) Bank will deduct tax (TDS) while releasing payment, if applicable as per the law.

Dated this day of 2017

(Signature) (in the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

8.6 Annexure: F - UNDERTAKING

(Undertaking from the bidder on Consultant's letter head)

We (and our employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and / or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the Bank make use of any document or information given by the user, except for purposes of performing the contract award.

We shall ensure the compliance of the guidelines of Central Vigilance Commission for the purpose of selection and employment of Consultants.

In case of breach, the Bank shall take such legal action as deemed fit.

Signature and seal of authorized person

Date:

Place:

8.7 Annexure G - DETAILS OF PERSONS**Details of Persons who will form the team for the proposed assignment**

1. Name of the Person :
2. Office Address :
3. E-mail ID :
4. Phone/Mobile Number Office :
5. Date since working in the Firm:
6. Professional Qualifications :
7. Present Designation :
8. Experience :

Sl. No	Details of Ind AS consultancy services undertaken in India	Brief Details of the Ind AS consultancy services undertaken in India and the Organization where assignment was undertaken	Period	
			From	To

Note: - Format is of minimum requirements and is to be compulsorily furnished.

Respondents may furnish additional details, if any.

Dated this day of 2017

(Signature) (In the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

8.8 Annexure: H - AUTHORIZATION LETTER FORMAT**(To be furnished in the Consultant's letter head)**

Place.....

Date.....

To,

The Chief General Manager
 Accounts Department
 National Bank for Agriculture and Rural Development
 2nd Floor, E – Wing
 Plot No. C-24, G Block, Bandra Kurla Complex
 Bandra (E), Mumbai- 400 051
 Sir,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your RFP for Appointment of Consultants for implementation of Ind AS in NABARD

Mr./Miss/Mrs..... is hereby
 authorized to attend the Bid Opening of the above RFP

Dated.....onon behalf of our organization.

The specimen signature is attested below:

(Name & Designation)
 Specimen Signature of Representative

(Name & Designation)
 Signature of Authorizing Authority

(Name & Designation)
 Signature of Attesting Authority

Date:
 Place:

8.9 ANNEXURE – I - TURNOVER

(Amount in ₹)

Sr. No.	F Y	Turnover
1		
2		
3		

Certificate from the Statutory Auditors/Independent CA

This is to certify that the above information relates to the
(name of the Bidder) are correct as per information available in the books of Firm/Company.

Name of the audit firm:

Seal of the audit firm

Firm Registration No.

Membership No.

Date:.....

(Bidders are requested to furnish the information as per the format. Any modification in the format will make the bid liable for rejection)

8.10 ANNEXURE – J - EMD/BID SECURITY FORM*(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)***To: NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**

WHEREAS (Name of consultant) (hereinafter called ‘the Vendor’) has undertaken, in pursuance of RFP No. 01/AD/2016-17 dated 11 January 2017 for consultancy for implementation of Ind-AS (Herein after called ‘the RFP’) to you.

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

AND WHEREAS we -----Bank having its registered office at ----- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ₹ ----- (Rupees ----- only) on behalf of the Vendor.

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

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to NABARD without any demur or protest, merely on demand from NABARD, an amount not exceeding Rs. ----- (----- only).by reason of any breach of the terms of the RFP dated ----- by consultant. We hereby agree that the decision of NABARD regarding breach of the terms of the RFP shall be final, conclusive and binding

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

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

1. Any time or waiver granted to the vendor;

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2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the consultant or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the consultant;
5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the consultant;
7. any petition for the winding up of the consultant has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

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

This guarantee is valid until the day of And a claim in writing is required to be presented to us within three months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Consultant's Bank)

.....

Date.....

Address

.....

.....

8.11 Annexure: K - Minimum Eligibility Bid

S.N	Eligibility Criteria	Documents to be submitted	Reference Page No. of relevant document in RFP Response
	Name of the Bidder		
1	Engaged in IFRS / Ind AS conversion exercise of Banks / Financial Institutions/Public Sector Undertaking (PSU) in India with a minimum Balance Sheet size of ₹ 1,50,000 crore during the period of assignment (minimum 1 assignment)	Client references from organizations clearly indicating the scope of engagement, period of engagement, name of person in-charge of client side with contact number and email ids.	
2	The Consulting firm should have in-house capability to take up assignment on their own. Joint and collative Bids will not be accepted	Undertaking Letter	
3	Bidder should have permanent office in Mumbai for at least last 5 years (as on 31.12.2016)	Self-declaration with supporting documents such as Rent Agreement, Electricity Bill etc.	
4	The Bidder should not have been black listed by any Govt. Financial Institutions/Banks/ Government/ Semi-Government departments/ PSUs in India. There should not be any disciplinary action initiated by ICAI against partner(s)/Firm during last 3 years.	A self-declaration by the Bidder on Consultant's letter head.	

S.N	Eligibility Criteria	Documents to be submitted	Reference Page No. of relevant document in RFP Response
5	The bidder should have an average turnover of ₹15 crore for the last three financial years.	Certificate from Auditors/Independent CA providing the Turnover and profit before tax details for the last three years in Annexure-I (Bidders are requested to furnish the information as per the format. Any modification in the format will make the bid liable for rejection)	
6	Bidder should have minimum of 50 Partners in India and 100 full-time professional staff in India as on 31.12.2016. "Professional Staff" means full-time staff with minimum qualification of Chartered Accountant on the payroll of the bidder.	A self-declaration by the Bidder on Bidder's letter head.	
7	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of NABARD and its Subsidiaries/associate institutes.	A self-declaration by the Bidder on Consultant's letter head.	

8.12 Annexure: L – Declaration regarding Clean Track Record

Date:

To,

The Chief General Manager
Accounts Department
National Bank for Agriculture and Rural Development
2nd Floor, E – Wing
Plot No. C-24, G Block, Bandra Kurla Complex
Bandra (E), Mumbai- 400 051

Dear Sir,

Declaration Regarding Clean Track Record
RFP No. 01/AD/2016-17 dated 11 January 2017

I/we have carefully gone through the Terms & Conditions contained in the RFP No. 01/AD/2016-17 dated 11 January 2017 regarding selection of the consultant for implementation of Ind AS in NABARD.

I/we hereby declare that our Firm/ LLP has not been debarred/ black listed by any Public Sector Bank, PSU, RBI, IBA or any other Government / Semi Government organizations in India during last 05 years. I/we declare that there is no disciplinary action initiated by ICAI against partner(s)/Firm during last 3 years. I/we further certify that I am/we are competent officer in my Firm/LLP to make this declaration that my/our bid is binding on me/us and persons claiming through me/us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

8.13 Annexure: M – Bank Mandate Form*(To be submitted in Duplicate)*

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Borrower / vendor / supplier: _____

Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier: _____

City _____

Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR¹ cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE ²	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective :

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

Place : _____

Date : _____

Signature of the party / Authorized Signatory

.....

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

N.B.: RTGS/NEFT charges if any, is to be borne by the party

^{1,2}: Note on IFSC / MICR

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

8.14 ANNEXURE- N Non-Disclosure Agreement

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “**Consultancy for implementation of Ind-AS**” as per scope defined in the Request for Proposal (RFP) No. 01/AD/2016-17 dated 11 January 2017 for National Bank for Agriculture and Rural Development, having its Head office at Plot No. C-24, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and, WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RFP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RFP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

8.15 ANNEXURE: O - PRE CONTRACT INTEGRITY PACT

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place _____ on ----- day of the month of -----, 2017 between National Bank for Agriculture and Rural Development, having its Head Office at C-24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai 400051 (hereinafter called the “BUYER”/NABARD, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and

M/s ----- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to appointment of consultant for the implementation of Ind-AS and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or

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- third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including

information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. ----- (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
 - (i) Bank Draft or a Pay Order in favour of -----
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur

whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP)

- 5.2 The Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RFP..
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
 - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing MCLR of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer

in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
- (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the

difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The name and address of the Monitors is given below

Shri Debabrata Sarkar Mayfair Boulevard (Narayan Apartment) Flat No. 701, Main Avenue Road Santacruz West – Mumbai - 400054	Shri A K Bansak S-34, Greater Kailash – II New Delhi 110048
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- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the

contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings

- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11. Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the

BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

- 12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact, at _____ on _____

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

NABARD

Witness

Witness

1. _____

—

1. _____

2. _____

—

2. _____

8.16 Annexure – P: Performance Bank Guarantee

(To be executed on a non judicial stamp paper of requisite value by the Shortlisted Bidder)

KNOW ALL MEN BY THESE PRESENTS that in consideration of the National Bank for Agriculture and Rural Development (NABARD), a Corporation constituted and established under the National Bank for Agriculture and Rural Development Act, 1981, and having its Head Office at Plot No. C-24, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the NABARD) having agreed to award a contract to M/s. ' _____ having its office at ' _____, (hereinafter called "the Service Provider") for **"consultancy for implementation of Ind AS"** on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Service Provider and NABARD (hereinafter called "the said Order") which terms, interalia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. ₹ _____ (Rupees _____ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) _____, having its principal/ registered office at _____ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) _____ (herein after referred to as (Bank name) _____ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No _____ in favour of **National Bank for Agriculture and Rural Development (NABARD)**

1. We, do hereby unconditionally and irrevocably undertake to pay to NABARD, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from NABARD an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the NABARD regarding breach shall be final, conclusive and binding.

2. We do hereby guarantee and undertake to pay forthwith on written demand to NABARD such sum not exceeding the said sum of ₹. _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for **"consultancy for implementation of Ind AS"** to NABARD in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.

3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.

4. We undertake to pay to NABARD all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.

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5. We further agree with you that NABARD shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by NABARD against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of NABARD or any indulgence by the NABARD to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____

6. The liability under this guarantee is restricted to ₹. _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.

7. The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.

8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favor by the Bank authorizing them to execute this guarantee.

9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ₹ _____ (Rupees _____).

10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

11. We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of NABARD in writing.

12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ₹ _____ (Rupees _____).

13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall

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be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.

14. Kindly return the original of this guarantee to (bank name & address) upon the earlier of (a) its discharge by payment of claims aggregating to ₹ _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)”

15. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Mumbai

In witness where of we have set and subscribed our hand and seal this day of2017.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS : 1) Name.....

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....