

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

Reference: No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023

National Bank for Agriculture and Rural Development

**Request for Proposal (RFP) for Empanelment of System Integrators for
select States under Centrally Sponsored Project for Computerisation of
Primary Agricultural Credit Societies**

(Only Through e-Tendering)



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

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Important Dates

Date of issue of RFP document	21 June 2023
Pre-Bid meeting (Through MS Teams)	11:00 AM on 26 June 2023
Last date for receiving queries by NABARD	26 June 2023
Reply to pre-bid queries by NABARD	30 June 2023
Last date and time for submitting a detailed application, including Technical & Financial Bids/Proposals	03:00 PM on 12 July 2023
Date and time of opening Technical Bids/Proposals	03:00 PM on 13 July 2023
Declaration of Names of bidders qualifying pre-bid criteria	Will be uploaded on NABARD's website
Date of Presentations by shortlisted bidders	Will be informed on NABARD's website
Date and time of opening of financial bids (only for shortlisted bidders)	Will be informed on NABARD's website

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Disclaimer

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

- b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
- c) The purpose of this RFP is to provide the bidders with information to assist the formulation of their bids/ proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct his/her own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and, wherever necessary, may obtain independent advice.
- d) Neither NABARD nor any of its directors, officers, employees, agents, representatives, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither NABARD nor any of its directors, officers, employees, agents, representatives, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.
- e) NABARD makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- f) This RFP is an invitation for Empanelment of System Integrators for computerisation of PACS.
- g) No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by State Government/StCB/DCCB (SDA) with the SI. This document should be read in its entirety.

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

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

Response Format for RFP

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

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

Address for communication

**The Chief General Manager
Institutional Development Department (IDD)
National Bank for Agriculture and Rural Development
Head Office, C-24, G- Block
Bandra-Kurla Complex
Bandra (East), Mumbai 400051
India
Email: pacs.comp@nabard.org**

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

Note: The word ‘Vendor/Vendors or Service Provider or Bidder/ Bidders has been used interchangeably with ‘System Integrator/System Integrators’ for the purpose of this document.

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PART-1:

Introduction

of RfP &

Genral

information

Definitions

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

- ❖ **“System Integrator”** or “SI” in terms of project guidelines means the firm who shall be performing activities in following broad areas, under PACS Computerisation project:
 - a. Coordinate with States/UTs for installation of software prepared by NLPSV.
 - b. Digitise existing manual/ semi computerised/ computerised data of PACS, including legacy data.
 - c. Migrate PACS data to the new software and obtain migration certificate from the PACS / DCCB.
 - d. Integrate the software installed at the PACS with the National Data Repository to ensure that the data is stored at the Data Repository.
 - e. Train DCCB personnel as Master Trainers and train PACS personnel on software usage and hardware maintenance.
 - f. Provide dedicated Handhold & support to PACS, till sunset date of the project.
- ❖ **“AS-IS”** Document means a document prepared on the existing systems, data availability and functions of the PACS and the current level of computerisation of PACS.
- ❖ **“Contract Price”** means the price payable to the System Integrator under the Contract for the full and proper performance of all its contractual obligations.
- ❖ **“Double entry system”** - means the system in which the same data is being entered by two different individuals into the system.
- ❖ **“Handholding”** means providing constant support, help and guidance to PACS for the use of software.
- ❖ **“To-Be”** Document means a self-contained document giving details of data digitisation/migration plan that will be implemented, based on the “AS-IS” document and which will form the basis for digitisation, support at the PACS.
- ❖ **“Installation”** means the installation/operationalisation of National Level PACS Software (NLPS) at PACS.

- ❖ **“Intellectual Property Rights”** means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests, world-wide, whether vested, contingent or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorise or assign others to do so.
- ❖ **“PACS data”** means data pertaining to PACS containing Legacy data, current data & Meta data
- ❖ **“Legacy Data”** means the manual/ computerised information or data stored in previous systems, manual registers, old databases, etc. from the date of origin till the cut-off date.
- ❖ **“Current data”** means the information/data generated after cut-off date till current date
- ❖ **“Meta data”** means the data or a set of data that provides information about other data
- ❖ **“NABARD”** means National Bank for Agriculture and Rural Development.
- ❖ **“Onboarding”** means migration of PACS legacy data from manual/semi-computerised/computerised to NLPS through digitisation tool provided by NLPSV.
- ❖ **“Purchaser”** means “State Government” or “StCB/DCCB”
- ❖ **“Supplier”** means organisation that supply the services as requested vide the RFP. It also refers to “the System Integrator”, “the Bidder” or “the Vendor”, or “the Tenderer”.
- ❖ **“Services”** means those services associated with the supply, installation and maintenance of the Systems, as defined in the Contract.
- ❖ **“Software”** refers to National Level PACS Software.
- ❖ **“Supplier’s Representative”** means the duly authorised representative of the Supplier, approved by the Purchaser to manage and be responsible for the Supplier’s performance under the Contract.
- ❖ **“The successful Bidder”** means which has been awarded the work order
- ❖ **“Vendor”** means the company supplying or intending to supply the services as System Integrator.
- ❖ **“Go-Live”** means the stage where entire PACS data has been migrated from digitisation tool to software, desired level of customisation/s to the software have been brought in so as to enable PACS to perform their day to day operations (End of the Day).
- ❖ **“PACS Computerisation”** shall be called that stage where entire data of PACS are digitised, migrated on the software and the same can be seamlessly used by PACS for their day to day operations (End of the Day) without any hurdles.
- ❖ **“Bidder”** means the firm submitting bid under this RFP.

- ❖ **“Security”** means to forbid from misuse of PACS data including sensitive data and to use the PACS data within the extant data usage guidelines of GoI.
- ❖ **“Service Level Agreement”** means the agreement entered into between the State Government or StCB/DCCB and the System Integrator (SI), as recorded in the SLA signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. Various references such as “Purchase Agreement”, “Purchase Contract”, and “Works Contract”, “Contract” etc. also refer to “SLA”.
- ❖ **“StCB/DCCB”** means the agency selected by the State Government to execute agreements, give instructions or perform tasks under the RFP along with State Government.
- ❖ **“Sunset date of the project”**-will be 31 March 2027.
- ❖ **“Support Centre”**- means the physical setup where dedicated company’s resources are tasked with the receipt, logging and resolution of issues related to the project.

Abbreviations

Acronym	Description
BFSI	Banking, Financial Services and Insurance
BG	Bank Guarantee
CBS	Core Banking Solutions
DCCB	District Central Cooperative Bank
DLIMC	District Level Implementation and Monitoring Committee
EMD	Earnest Money Deposit
ERP	Enterprise Resource Planning
FMCG	Fast-Moving Consumer Goods
IPR	Intellectual Property Right
LAMPS	Large Area Multipurpose Societies
NABARD	National Bank for Agriculture and Rural Development
NLDR	National Level Data Repository
NLDRV	National Level Data Repository Vendor
NLMIC	National Level Monitoring and Implementation Committee
NLPS	National Level PACS Software
NLPSV	National Level PACS Software Vendor
PACS	Primary Agricultural Credit Society
PBG	Performance Bank Guarantee
PDS	Public Distribution System
PMU	Project Monitoring Unit
RCS	Registrar of Cooperative Societies
RFP	Request for Proposal
SDA	StCB/DCCB
SI	System Integrators
SLIMC	State Level Implementation and Monitoring Committee
ST, MT, LT	Short Term, Medium Term and Long Term
State Govt.	State Government
StCB	State Cooperative Bank

1. Introduction

- 1.1 This Request for Proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling NABARD to select a panel of System Integrators for providing services as per clause.no 5.1.9 of project guidelines for Centrally Sponsored Project for Computerisation of PACS till the sunset date of the project in select 10 states/UTs of Bihar, Jammu & Kashmir, Himachal Pradesh, Haryana, Goa, Maharashtra, Tamil Nadu, Puducherry, Andaman & Nicobar, Andhra Pradesh
- 1.2 This RFP is distinct from RFP.No.884 dated 23 November 2022 and only this RFP will prevail in 10 select states as indicated above.

1.3 About NABARD

- 1.3.1 National Bank for Agriculture and Rural Development, is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "NABARD" or "the Bank") having its Head Office at Plot No. C-24,'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices, Training Establishments and other setups in different cities across the country.
- 1.3.2 NABARD is an Apex Development Financial Institution with the mission to *"promote sustainable and equitable agriculture and rural development through participative financial and non-financial interventions, innovations, technology and institutional development for securing prosperity"*. Detailed information regarding the functions of the Bank are provided on the website – www.nabard.org
- 1.3.3 A key objective of NABARD is to strengthen the rural credit delivery system through institutional development, with specific/additional focus on the Short Term Cooperative Credit Structure (STCCS) and Regional Rural Banks (RRBs).
- 1.4 The STCCS, in majority of States, has a three tier structure, comprising State Cooperative Banks (StCBs) at the apex level, District Central Cooperative Banks (DCCBs) at the intermediate level and Primary Agricultural Credit Societies (PACS) at the village level. In some states, two-tier structure of the STCCS is present wherein there are no DCCBs and PACS and StCB form the two tiers.
- 1.5 The STCCS through its ground level structure viz. PACS plays an important role in widening the reach of institutional credit both from a geographic and socio-economic perspective. PACS with wide spread reach in remote areas of the country occupies an important channel for achieving greater financial inclusion.

1.6 About PACS

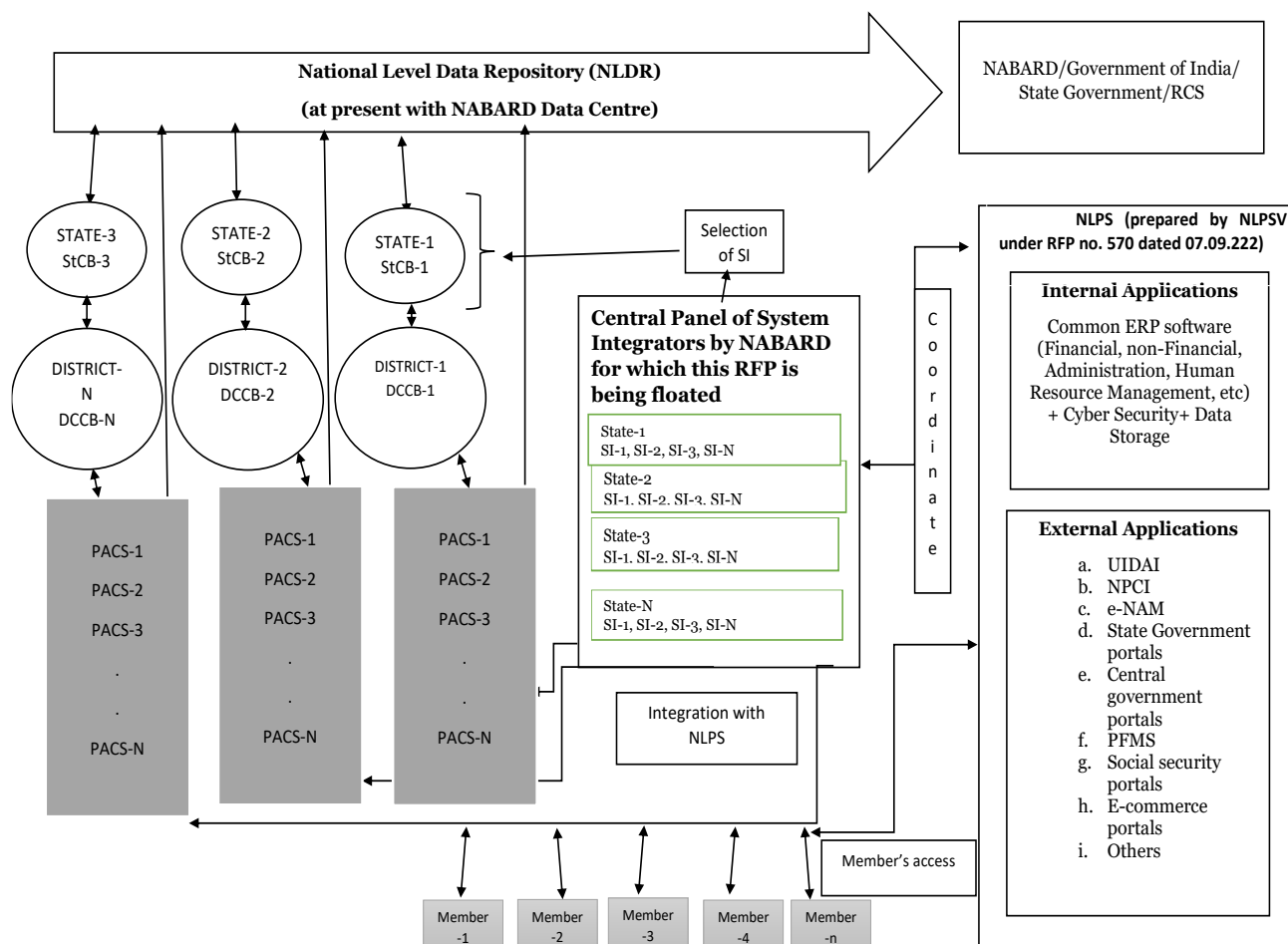
- 1.6.1 PACS are owned by farmers, rural artisans etc. and aim at promoting thrift and mutual help among the members; cater to their credit requirements and provide credit-linked services like input supply, storage and marketing of agricultural produce etc.
- 1.6.2 The large out-reach of PACS to the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

- 1.6.3 Keeping in view the above and to make PACS self-reliant in tune with 'Atmanirbhar Bharat Abhiyaan', the Government of India (GoI) will be implementing the Centrally Sponsored Project for Computerisation of Primary Agricultural Credit Societies for a period of five years from 2022-23 to 2026-27.
- 1.6.4 The no. of PACS present across states is given in Annexure-I. The broad business activities of PACS are enlisted in Annexure-II.
- 1.6.5 NABARD will be responsible for implementation of the project at the central level under the guidance and directions of National Level Monitoring and Implementation Committee (NLMIC) and Ministry of Cooperation (MoC), Government of India (GoI). Further, NABARD will also act as a custodian on behalf of GoI for the common software and all the financial and personal data generated/captured on the software. For more clarity on background of the project, bidders may refer to scheme guidelines and other resources available on the Ministry of Cooperation's website -<http://cooperation.gov.in/>

2. Objective of Computerisation of PACS

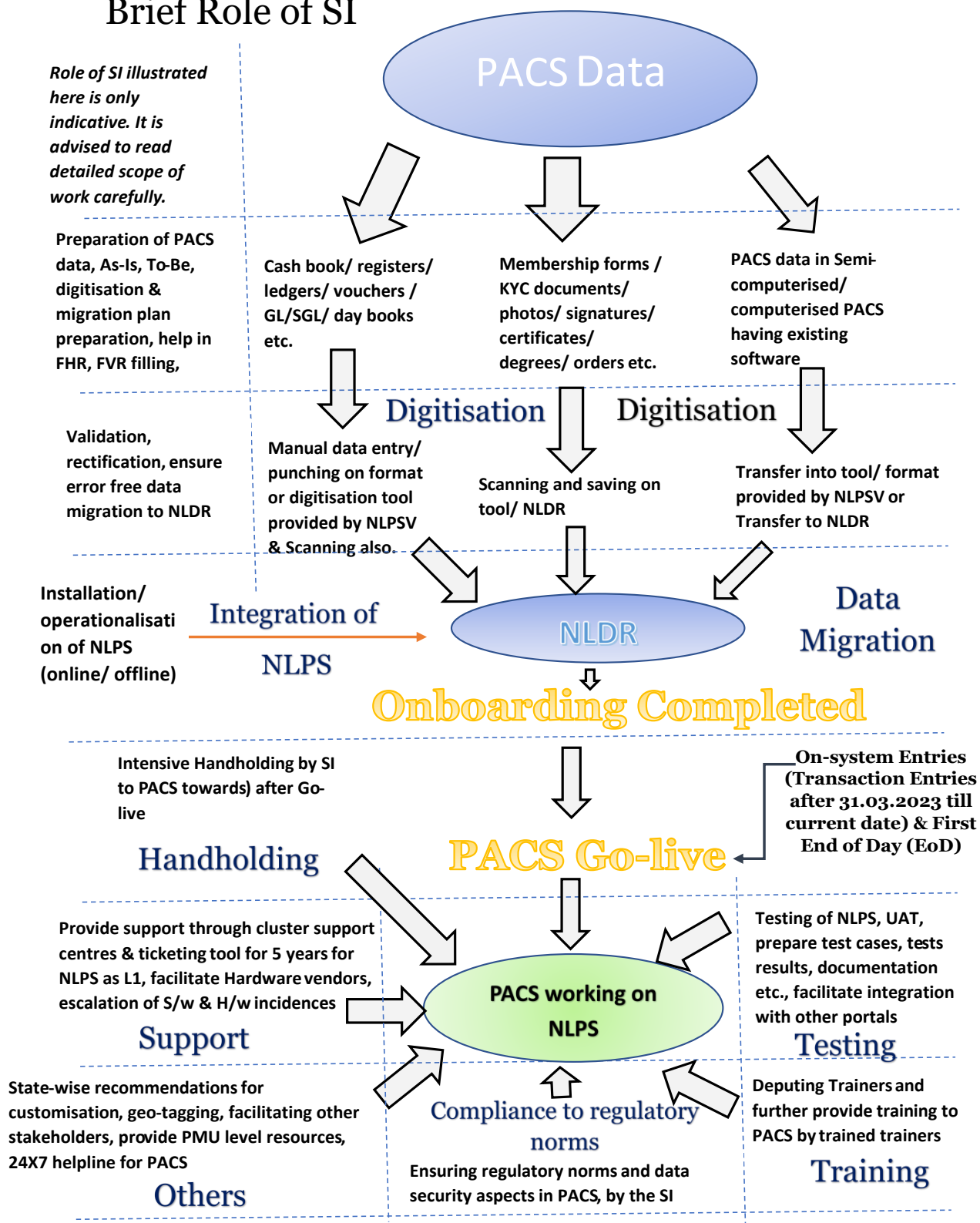
- 2.1 To bring in efficiency, accountability, transparency at PACS and improve profitability.
- 2.2 To bring in accuracy and uniformity in the conduct of business, accounting with entries originating at the transaction level and reporting thereof through standardization of processes, implementation of Common Accounting System (CAS), Generation of consolidated Financial Statements, Management Information System (MIS), Generation of reports at National Level, State level and as per the requirement of other stakeholders such as NABARD, GoI/NABARD/ State Govts., etc. and Geographic Information System (GIS)/ Geo-tagging of PACS infrastructure and compliance to stipulations.
- 2.3 To transform PACS into multi service entities offering to members in particular and the rural population in general, an array of services covering agriculture and allied activities; financial and non-financial products.
- 2.4 To seamlessly connect PACS with the higher-tier institutions and Government departments in the domains of agriculture, banking and rural development for dissemination of knowledge to grassroots.
- 2.5 To seamlessly onboard PACS onto National Level PACS Software (NLPS)
- 2.6 To leverage on the unique strength of PACS captive member base to design and offer personalized products and services and thereby improve the socio-economic landscape of rural India.
- 2.7 To ensure accurate delivery of funds and subsidies through DBT to the targeted beneficiary groups.
- 2.8 To enable PACS to integrate onto various GOI's platforms which are operational or which may become operational in future such as 'Jan Samarth, e-NAM, etc.
- 2.9 To enable PACS to provide doorstep banking services to facilitate easier access to banking services.

- 2.10 To enable PACS to utilize digital acceptance infrastructure like Point of Sale (POS)/mobilePOS (mPOS)/ QR Code Readers/Green Pin solution /BHIM AADHAR pay device etc. in the establishments run by PACS like fertilizer shops, Seed Processing units etc., to facilitate cashless/digital transactions.
- 2.11 To expand financial services to unbanked villages / areas, improve the overall performance and efficiency of PACS and Short Term Cooperative Credit Structure, increase rural employment opportunities and reduce migration to urban areas.
- 2.12 To enable PACS to efficiently integrate into agri value chain through e-commerce platforms.
- 2.13 A diagrammatic representations of the PACS Computerisation project is given below:



2.1.4 Brief role of System Integrator is illustrated as below. However, bidders are advised to read detailed scope of work provided in the RFP carefully.

Brief Role of SI



3. Costs to be borne by bidder

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

4. No Legal Relationship

No binding legal relationship will exist between any of the bidders and NABARD or State Government or StCB/DCCB until execution of a contractual agreement.

5. Bidders Obligation to Inform Itself

- 5.1 The bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 5.2 Each bidder having responded to this RFP acknowledges to have read, understood and accepted the selection & evaluation process mentioned in this RFP document. The bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP.
- 5.3 The bidder will, by responding to NABARD for RFP, be deemed to have accepted the terms as stated in this RFP.
- 5.4 Bidders may regularly visit NABARD's website (www.nabard.org)/ CPPP/ NABARD's eproc portal (<https://nabard.eproc.in/>) from time to time (till the deadline for bid submission) for any updates in respect of the RFP document notice, if any. Failure to do so shall not be a reason for absolving the applicant of his liabilities to submit the RFP document complete in all respect including updates thereof, if any, in time. An incomplete application may be liable for rejection.

6. NABARD's discretionary rights

- 6.1 NABARD may, in its absolute discretion, seek additional information or material from any bidders after the RFP closes and all such information and material provided will be taken to form part of that bidder's response.
- 6.2 Bidder/s may provide details of their contact person, telephone, mobile number and full address(s) to ensure that replies to RFP could be conveyed promptly.
- 6.3 If NABARD, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NABARD reserves the right to communicate such response to all bidders.
- 6.4 NABARD may, in its absolute discretion, engage in discussion with any bidder (or simultaneously with more than one bidder) after the RFP closes to improve or clarify any response.

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

7. Errors and Omissions

Each bidder should notify NABARD of any error, fault, omission, or discrepancy found in this RFP document but not later than **26 June 2023**.

8. Requests for information by bidders

- 8.1 Bidders are required to direct all communications for any clarification related to this RFP, to the designated NABARD address and must communicate the same in writing by the date and time mentioned in 'Important Dates' section of this RFP. No oral / telephonic query / clarification would be entertained.
- 8.2 All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via mail only. NABARD will try to reply, without any obligation in respect thereof, every reasonable query raised by the bidders in the manner specified, within the stipulated time period upto the last date of reply to the pre-bid queries/ as indicated in the RFP.
- 8.3 However, NABARD will not answer any communication reaching NABARD later than the time stipulated for the purpose.

9. Disqualification

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

10. Recipient Obligation to Inform Itself

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

11. Errors and Omissions

Each Recipient should notify NABARD of any error, omission, or discrepancy found in this RFP document.

12. Acceptance of Terms

A recipient will, by responding to NABARD for RFP, be deemed to have accepted the terms of this RFP including Introduction, Disclaimer, Schedules and Annexures to this RFP.

13. Important points

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

- 13.1 Relevant documents must be submitted as proof wherever necessary. All the pages must be stamped with company seal and signed by the authorized signatory of the bidder.
- 13.2 Faxed copies of any documents are not acceptable and will be rejected by NABARD.
- 13.3 Responses should be concise and to the point. Submission of irrelevant documents must be avoided.

- 13.4 If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected by NABARD.

14. Purpose & Scope of RFP

- 14.1 The scope of this RFP is limited to prepare & publish the “Central Panel of System Integrators”.
- 14.2 The primary purpose of this Request for Proposal (RFP) is to prepare Central panel of System Integrators for select 10 States under Centrally sponsored Project on computerization of PACS.
- 14.3 To invite detailed proposals from bidders as per goals, objectives and functions defined in this RFP while adhering to stipulated terms and conditions.
- 14.4 To inform bidders on methodologies for shortlisting and sections of vendors-specifying Technical specifications used for evaluation.

Note: The empanelment of System Integrator through this RFP does not necessarily mean allocation/award of work. Allocation/award of work by way of issuance of work order by the states is beyond the scope of work and will be done at the discretion of respective states themselves, based upon consideration of the commercial bid obtained herein as also volume of work in the state.

15. Estimated cost of Project

The estimated cost of the project is Rs. 1,86,910/- per PACS (inclusive of GST) for a period of 5 years. The break-up details are given as under:

- i. Estimated cost for Data preparation, Digitisation, Verification till final reconciliation and Porting into the ERP solution for operationalisation is Rs. 110000/- per PACS.
- ii. Estimated cost for maintenance and Handholding support is Rs. 76910/- per PACS.

16. Method of Empanelment & Award of work

- 16.1 This RFP is to follow a 2 stage bid process. In the first stage, the bidders will be evaluated on the basis of their technical score and those that score above the minimum marks will qualify for the next stage

- 16.2 In the second stage, the commercial bid will be opened. The state wise commercial bids will be evaluated by NABARD.
- 16.3 The bidders, whose bids are deemed technically qualified and commercially responsive as per clause No.36, will together be called as Central Panel of System Integrators.
- 16.4 Such State-wise eligible commercial bids will then be forwarded to State Government and it will be the prerogative of the state to allot the work to L1 in the state or allot the work to one or more additional bidders as per the process elucidated at 37.5.
- 16.5 The State Government may issue more than one work orders to the System Integrator depending upon the readiness of the PACS to join the project. The gap in issuance of such work orders depends upon the discretion of State. Hence, System Integrator shall remain open to the possibility of new PACS joining the project throughout the project period.

17. Selection of state for bidding

- 17.1 The 10 States have been bi-furcated into 2 categories i.e. Category-I & Category-II.
- 17.2 List of 10 States under this RFP as follows:

Category-I States	Category-II States/UT
Tamil Nadu	Andaman and Nicobar
Bihar	Jammu & Kashmir
Himachal Pradesh	Puducherry
Haryana	Goa
Andhra Pradesh	
Maharashtra	

- 17.3 Points to be noted before submitting bid/s for State/s:-
- 17.3.1 The bidder may apply for any one state in Category-I without applying for any state in Category-II and/or vice-versa.
- 17.3.2 If bid is submitted for more than one state of Category-I but upto two states of Category –I, the bidder has to necessarily submit a bid for any one state of Category-II States/UT.
- 17.3.3 If bid is submitted for more than two states of Category-I but upto three states of Category –I, the bidder has to necessarily submit a bid for any two states of Category-II states.
- 17.3.4 If bid is submitted for more than three states of Category-I, the bidder has to necessarily submit a bid for at least three or more states of Category-II states.
- 17.4 The comprehensive list of State-wise numbers of PACS across country is given at Annexure- I. Bidder may refer Annexure-I also towards estimation of work.

- 17.5 No Bidder shall submit more than one bid for the same state against this RFP however, the bids may be submitted for any number of state.
- 17.6 The number of PACS may undergo a change depending upon the willingness of the State Government to join the project and proposal/s submitted by the State Government for sanction under the project.

Part 2:

Scope of

work &

Deliverables

18.Scope of Work/ Description of Services

The detailed scope of the work for System Integrators includes but not limited to the following points of the RFP :-

18.1 Preparatory work

- 18.1.1 Conduct of Ground Level Survey and formulation of schedule of activities.
- 18.1.2 Preparation and submission of As-Is for each of the PACS in form of First Hand Report (Format provided by NLPSV) to be filled in portal provided by the NLPSV.
- 18.1.3 Preparation and submission of To-Be documents for each PACS based on the outputs from First Verification Report (FVR) document for digitisation of PACS. FVR will be filled by StCB/DCCB official. However, System Integrator official has to associate with StCB/DCCB official for conduct of FVR exercise and render all possible assistance as may be required.
- 18.1.4 Formulation of Resource deployment plan and plan for support centre establishment, Key risks and mitigation plan.

18.2 Digitization

- 18.2.1 To collect, prepare and digitize all the PACS data including legacy data from PACS upto current date as specified by the States/NABARD or any other regulatory bodies. To identify various forms of metadata and capturing metadata in structured and comprehensive manner.
- 18.2.2 SI shall do the digitisation of all PACS data i.e. legacy/current data existing in manual/semi computerised/computerised form at PACS, as applicable.
- 18.2.3 **Data entry /Punching-** In those PACS where data is in manual/ semi computerised form, System Integrator will do the data entry/punching of all legacy data in xls/xlxs/ any other format /XML format (membership/share capital/ledgers/cash books/registers/Trading registers/ GL/ SGLs/ daily vouchers, etc.) on digitisation tool provided by NLPSV.
- 18.2.4 In those PACS where PACS data including Legacy data is in semi-computerised/computerised form, System Integrator will arrange for the transfer of all PACS legacy data to NLDR, as per format/tool provided by NLPSV.
- 18.2.5 **Scanning of legacy/current documents: System Integrator** shall also perform scanning of all legacy/current documents (membership/share capital/ledgers/cash books/registers/Trading registers/ GL/ SGLs forms/certificates, membership forms, KYCs, photos, signatures, land records etc.).
- 18.2.6 **Cut-off date of legacy data:** The cut-off date of the legacy data will be 31 March 2023. System Integrator shall digitise other data of PACS also along with legacy data and current data whenever asked under the scope of project.
- 18.2.7 It is expected that System Integrator shall digitise all the PACS data including legacy data. Legacy data including all live loans from the date of sanction, data

related to share capital, membership, etc. from the date of origin and all the current data shall be digitized by SI.

18.2.8 On-System Entries: System Integrator will complete all on-system entries i.e. transaction data from cut-off date viz., 31 March 2023 to current date within the stipulated time. System Integrator will provide full intensive handholding after go-live. The first round of On-System data entry will be done on the basis of “books of accounts” frozen as on 31 March 2023”. In case, after Statutory Audit it is observed that opening balance of some accounts is to be modified, the System Integrator shall arrange for fresh data entry with changed opening balances in all relevant A/cs.

18.2.9 SI shall formulate the Data Digitisation Strategy which will also include internal quality assurance mechanism and duly approved by SPMU.

18.2.10 To enable digitization of PACS membership data and verify their credentials and data through OTPs/biometric verification/or any identification tools supplied by NLPSV so as to avoid any wrong data migration.

18.2.11 In case of scanning of the documents it shall meet the following technical specification:-

Sl.no	Document type	Colour/DPI
1	Regular text	100 dpi B/W
2	Text with images	300 dpi Grey scale
3	Damaged documents	600 dpi B/W
4	Documents with Photograph	600 dpi Colour

18.2.12 System Integrator will arrange for the required resources (PC/laptops/Scanning machines etc.) to execute the digitization of the PACS data.

18.3 Installation

18.3.1 To install NLPS or enable system readiness for web based NLPS solution, as the case may be, and migration tools supplied by NLPSV/NABARD. This involves preparation of First Hand Report of each PACS to enable migration of PACS data to NLPS.

18.3.2 NLPSV will also provide offline solution which shall be installed by System Integrators. The updation or installation of patches shall be the responsibility of System Integrator.

18.3.3 Install digitisation or any other tool provided by NLPSV

18.3.4 Install any other tool/software provided by NLPSV under PACS Computerisation project.

18.4 Integration and Data Migration

18.4.1 Integrate the software installed at the PACS with the National Data Repository to ensure that the data is stored at the Data Repository

18.4.2 To ensure complete migration of the PACS data to the NLDR including developing the migration roadmap identifying the constraints, risks and inhibitors to migration throughout the project period

- 18.4.3 To migrate all forms of data from existing structures including manual records to NLPS database and storage of the same in the storage arrangements of NABARD/ NLDR as per the standard data structure devised by NLPSV.
- 18.4.4 The validation and accuracy of the data being migrated or entered into NLPS shall be the responsibility of SIs. System Integrator shall validate the data before uploading the same to the digitisation tool through double entry system and shall ensure porting, legacy data migration from manual documents, partially digitised documents.
- 18.4.5 If PACS is having any existing software in that case System Integrator will ensure smooth and real time migration of data, original data remaining intact and to ensure that the migration is not interrupting the performance of the existing software.
- 18.4.6 Implement end to end migration without interfering in the daily business activities of PACS and performance of the software.
- 18.4.7 Identification of specific activities in the data migration process, preparation of detailed work breakdown structure for the data migration project and implementation of relevant migration plan with the coordination of NLPS and other stakeholders
- 18.4.8 To enable verification of data, rectification of errors, updation and validation of migrated data. System Integrator shall ensure complete data cleaning and validation for all data digitised and migrated to NLPS before creating a new Single Version of Truth (SVOT). Design contingency plans that identify and rectify 'dirty' data before its migration to the NLPS.
- 18.4.9 To enable capturing of data from all books of accounts including journal books of PACS to ensure overall -migration and digitization
- 18.4.10 States where PACS have already been computerized by agencies other than NLPS, there the SIs shall coordinate with the existing agencies to understand their existing database structure. SIs shall obtain the exported data in the new PACS data structure from existing database to ensure seamless migration.
- 18.4.11 System Integrator shall incorporate all comments and suggestions of SLIMC/DLIMC/DCCBs/StCB/PACS/State PMUs in the data Digitisation/ Migration Strategy.
- 18.4.12 Entire data pertaining to all customers, accounts and PACS should be migrated to the NLDR for all the branches and Head Office departments without any data loss
- 18.4.13 SI shall facilitate NLPSV in integration of PACS to Core Banking Software (CBS) of DCCBs/StCBs and other external portal(s).

18.5 Handholding and Support

- 18.5.1 The System Integrator shall provide required assistance and support to the State in implementation of PACS computerisation.

- 18.5.2 The System Integrator will provide and maintain a ticketing tool or other suitable software to enable State Designate Agency's or relevant stakeholders to fetch the details of incident & its disposal on daily, monthly or quarterly basis from the ticketing tool. System Integrator will make available all MIS pertaining to the same as and when asked.
- 18.5.3 **To set up support centres** with each support center covers approximately for a cluster of about 200 PACS. *(States may decide on the no. of PACS to be supported by a single support centre depending upon the geographical spread or other such relevant state specific feature).*
- 18.5.4 The support centre shall be manned by minimum two SI's staff (exact number may change depending on the requirement/size of the cluster of PACS) and shall be equipped with a PC/Laptop, phone, necessary furniture such as table and chair. The functions expected from Support Centre are:-
- 18.5.4.1 To attend to service calls from PACS, DCCBs, StCBs and vendors.
 - 18.5.4.2 To provide support as per escalation matrix which will be provided after the selection.
 - 18.5.4.3 To visit PACS for the resolution of any issues as per the expected timelines.
 - 18.5.4.4 To resolve matters referred by stakeholders such as Central Government, State Government, NABARD, DLIMC, SLIMC, StCB, DCCBs etc.
 - 18.5.4.5 To coordinate with nearby SIs (if any), NLPSV and other vendors for seamless delivery of services to PACS.
 - 18.5.4.6 Any other matter raised by stakeholders.
- 18.5.5 The System Integrator shall impart the support services either from remote through phone or such mean or by making field visits during the office hours (08 AM to 08 PM) and beyond office hours in case of administrative exigencies. During the execution of the project depending upon the requirement, the support staff at the Centre shall remain available on phone/chat 24X7.
- 18.5.6 These support centres, to be set up by the System Integrator(s), will report to State PMUs. This entire support system will be under the overall supervision and control of the State Governments and will be operated by the concerned SI.
- 18.5.7 Two of the staff of System Integrator shall be stationed at State PMUs as State Level Support with own IT infra with necessary software/systems/tools for providing State level support services. They shall be coordinating and liaising with the cluster level support centres and other stakeholders.
- 18.5.8 The support services shall be provided in State administrative language/s and English/Hindi and the personnel deployed at Support Centre by System Integrator shall be well versed with the same.

- 18.5.9 There should be a toll free helpline number available with the State level support team, which shall be used by PACS/cluster level support team. State level support team may direct, nearest cluster level support centre in case the call is received by PACS directly. Moreover, cluster level support centre may also seek support from State level support team.
- 18.5.10 To provide help desk support to PACS during the project period with multiple escalation levels as per the gravity of problem.
- 18.5.11 Support to Project Monitoring Units (PMUs) hired by NABARD at National, State and District level, or any other support required for PACS, DCCBs, StCB, RCS and other stakeholder at any stage of project.
- 18.5.12 To provide necessary handhold support to PACS and other stakeholders during the entire contract period.
- 18.5.13 To ensure that the services of trained manpower is available uninterrupted for support and System Integrator shall make necessary arrangement for the same.
- 18.5.14 To provide necessary adequate trainings about functioning of the hardware/ software to the employee of PACS.
- 18.5.15 SI may identify various stages of computerization arranged in logical format, identify dependency steps, plot PERT chart/Gantt Chart, identify critical steps to ensure parallel performance of tasks and report the same to State PMUs in specified formats for ensuring efficiency in project implementation.
- 18.5.16 To ensure adherence to various security, storage, network etc. standards as specified by NABARD/RCS/StCBs/ State govts.
- 18.5.17 System Integrator will act as L1 in resolving issues related to NLPS. The NLPSV will act as L2 for all software related queries.
- 18.5.18 SI shall also take up complaints related to hardware through their support system and direct the issues towards official hardware suppliers of the state to resolve the complaint, as and when need arises.

18.6 Testing and Training

- 18.6.1 The System Integrator shall perform role of system administrators and user administrators by coordinating with DCCBs/StCBs in order to implement user identity and access management to separate various users.
- 18.6.2 Conduct tests for verifying successful migration
- 18.6.3 Should support in migration audits.
- 18.6.4 Handholding and support shall be provided till the sunset date of the project i.e. 31.03.2027, as per para 2.2.5 of the project guidelines. <http://cooperation.gov.in/Noticesandcirculars.html>
- 18.6.5 Validation of migrated data against the source data using relevant tools/scripts/customized applications and documentation.

- 18.6.6 The System Integrator shall depute sufficient no. of its resources for the master training programme conducted by NLPSV on NLPS and the trained manpower shall impart further training to PACS in the training programmes conducted by NABARD. The deputed System Integrator staff shall receive training on the use of the software under master trainers programmes. SIs shall impart further training on NLPS related aspects to PACS including use of software to create trainers at State and District level and shall also provide training materials and reference manuals (user/ maintenance/ administration), prepared by NLPSV, to the participants. If required, System Integrator shall prepare local language based user manuals/videos for PACS.
- 18.6.7 The System Integrator shall arrange for training to select staff in DCCBs/StCBs, trainers deployed in the training centres of DCCBs/StCBs and other cooperative training institution. Such trainings shall be arranged by State PMUs/State Governments and System Integrator shall only depute their trained staff for the programme.
- 18.6.8 SI shall guide and train PACS staff on the use of software, submission of MIS, etc. through the period of association with PACS during digitisation process upto Go-Live as and when needed.
- 18.6.9 The System Integrator shall provide training to staff of RCS of the State Govt. for facilitating audit in a computerized environment along with modules like election of the society as facilitated in the software.
- 18.6.10 The System Integrator shall provide hands-on trainings to PACS staff on the use of NLPS, generation of reports, etc.
- 18.6.11 SI shall conduct the acceptance testing including UAT and verify the completeness and accuracy of the data digitised to NLPSV. State PMU or DCCBs/StCB may cause, at its will, to verify the test results provided by SI
- 18.6.12 SI shall supply test cases, test results, etc. to NLPSV as and when required

18.7 Documentation

- 18.7.1 Shall compute & document the required storage capacity in NLDR (data centre setup of NABARD) for the PACS to be integrated.
- 18.7.2 The System Integrator shall create and maintain all project documents that shall be passed on to the State/ State PMUs as deliverables as per the agreed project timelines. The documents created by the System Integrator will be reviewed by the State PMUs. Project documents include but are not limited to Data Migration project plan for the PACS, Detailed System Study Report, List of services, Service Definitions, Service Levels, Training and Knowledge Transfer Plans, Issue Logs, Data dictionary and data definitions, etc.
- 18.7.3 SI shall include the State specific learning for NLPS customization and document the necessary changes for NLPSV for implementation.
- 18.7.4 SI shall ensure record/document/data entry into service management modules of all incidences/complaints/issues/customisation requests.

- 18.7.5 SI shall generate appropriate control reports before and after digitisation to ensure accuracy and completeness of the data.
- 18.7.6 To provide various reports regarding- system usage, summary of resolved and unresolved complaints, availability and resource utilization reports, monitoring reports, when asked by the authorities.

18.8 Coordination with external stakeholders

- 18.8.1 To coordinate with National Level PACS Software Vendor (NLPSV) to ensure seamless installation/operationalisation and use of NLPS by PACS.
- 18.8.2 To provide scope for NLPSV to connect the subsystems/components of ERP software as per the requirement set under PACS Computerisation project.
- 18.8.3 To coordinate with BSNL/other network service provider for internet connectivity, if needed, for troubleshooting of the network problem.
- 18.8.4 To provide necessary inputs to NLPSV for customization and modifications of the software as per needs of the states. Details on suggestions of customization and modifications to be suggested to NLPSV.
- 18.8.5 To coordinate with NLPS regarding system downtimes for proper scheduling of activities and communicating to relevant stakeholders
- 18.8.6 To coordinate with Central PMU, State PMU, DLMIC/SLMIC, DCCBs/StCBs/line departments of the state govt. associated with the PACS to ensure smooth computerization of PACS.

18.9 Roll out

- 18.9.1 To prepare a detailed roll-out plan for each PACS in the phase and get the same approved by the State Government.
- 18.9.2 To provide the necessary assistance for the State PMU/StCB/DCCB/PACS during the design and implementation of the roll out plan.
- 18.9.3 The project leader and domain experts of System Integrator shall remain continuously available for their implementation team.

18.10 Others

- 18.10.1 The System Integrator shall depute two staff at central level support centre in State PMU.
- 18.10.2 The System Integrator shall participate in SLIMC and DLIMC meetings whenever asked to.
- 18.10.3 To apprise State PMUs about the PACS wise status of installation/operationalisation of software, its usage, and data digitization.
- 18.10.4 To conduct Ground Survey of selected PACS where System Integrator is involved in computerization in order to assess the situation of PACS, readiness for computerization, identify major challenges, suggest measure and provide detailed ground survey report to State PMU as and when required.

- 18.10.5 The System Integrator shall retain sufficient bench strength for replacement of personnel deployed at the field or at the central/state level teams.
- 18.10.6 To perform geotagging operations of PACS through NLPS and its associated infrastructure.
- 18.10.7 Conducting a detailed study of the project requirements, wherever necessary and provide a document relating to the functionalities, dashboard maintenance as required to support the PMU setup by NABARD.
- 18.10.8 The System Integrator shall support NLPSV in codification of various parameters by providing necessary information such as census codes, village codes, ward codes, crop codes and other codes specific to states.
- 18.10.9 To facilitate and provide support to hardware vendor selected by States, who shall be supplying computers along with peripheral devices.
- 18.10.10 To facilitate and support any other vendor hired by NABARD or State for supporting migration, supplement skilled human resource and for independent testing purpose.
- 18.10.11 To ensure the data security aspects with reference to the compliance of regulatory and industry standards.
- 18.10.12 The System Integrator shall provide skilled human resource with domain knowledge regarding PACS possessing skills required for data migration at PACS.
- 18.10.13 SIs will recommend state specific customization required in the NLPS which may involve but will not be limited to- providing templates for accounting as specified by State RCS or other regulatory body, recommending interfaces for state government portals such as land records portal, e-governance portals, citizen service delivery portals, etc. to NLPSV.
- 18.10.14 The System Integrator shall not misuse i.e. use the PACS data for any purpose other than the purpose for which it is accessed/compiled in terms of this RFP, else the same shall be treated as data breach under respective laws.

19. Transition Management

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

- 19.1 Maintain steady operation of all services and maintenance of current service levels in PACS during data migration to NLPS.
- 19.2 Successfully complete all activities of legacy data migration, capturing meta data to provide a stable platform for ensuring conduct of day to day operations without any issues for PACS.
- 19.3 Transition period, as given in the project timelines clause, tentatively starting from the date of installation/operationalisation of PACS software.
- 19.4 Finalize the reporting and control mechanism in consultation with NABARD.

- 19.5 SI shall be equipped with necessary infrastructure to ensure that digitisation and data migration activities do not disturb the daily activities of the PACS.

20 Deliverables

This shall be read with clause No. 18 on ‘**Scope of Work**’. The same shall include but not be limited to the following:-

Sr No	Deliverable Name	Details
1	Acceptance of the Work Order and Signing of Agreements	<ol style="list-style-type: none"> 1. Acceptance of the work order 2. Signing of contract/agreements with State Governments & StCB/DCCB.
2	Project Plan and Requirement gathering	<ol style="list-style-type: none"> i. Conduct of Ground Level Survey and District wise presentation to SPMU ii. Formulation of Schedule of activities iii. Submission of escalation matrix with contact details with respect to System Integrator iv. Weekly activity plan & Report v. Resource deployment plan and plan for support centre establishment vi. Schedule of meetings with relevant stakeholders for requirement gatherings vii. Formulation of Key risks and mitigation plan viii. Formulation of Work breakdown structure ix. Association with PACS/DCCB officials towards obtaining As-Is for each of the PACS in form of First Hand Report (Format provided by NLPSV) submitted through portal provided by the NLPSV x. Submission of To-Be documents for each PACS based on the outputs from first verification report and Part A-Customisation requirements (as per sr. no.4 below).

3	Operationalisation of the software	<ul style="list-style-type: none"> i. Install software/enable software readiness and coordinating with hardware supplier/ service providers for rectification of hardware related issues as and when need arises ii. Submission of software readiness test checklist shared by NABARD iii. System perspective of the System Integrator and features, user interfaces, etc. iv. Customisation requirement documents to NLPS based on State Govt requirement v. Assumptions and Dependencies vi. Operating environment vii. Non- Functional requirement viii. Knowledge Transfer and training plan
4	Customisation	<p>Part A: Pre Go-Live</p> <ul style="list-style-type: none"> i. Suggestions for product formation ii. Suggestions for state specific schemes applicable to the products of the PACS <p>Part B-Post Go-Live</p> <ul style="list-style-type: none"> iii. Suggestions for Details of patches/ upgrades/ changes of all components iv. Suggestions for Details of Issue/ Problem/ Bugs/ Defect (tracker) and solution v. Suggestions for Fully tested, final version of state specific customised user and stakeholders screen
5	Data digitization and migration	<ul style="list-style-type: none"> i. Data Digitisation plan for data entry/punching/ scanning/ transfer ii. Data migration Plan for migration of PACS data to NLDR iii. Data Migration Report <ul style="list-style-type: none"> ✓ Data Migration Assessment ✓ Migration and Transition Approach

		<ul style="list-style-type: none"> ✓ Detailed Data Migration Plan ✓ Scripts required for data migration iv. Data cleansing and sanitisation plan and report v. Validation of data vi. Data Migration Completion Report <ul style="list-style-type: none"> ✓ Details of actual data that has been migrated ✓ Certificate from PACS secretory confirming successful completion of data migration
6	Integration/ Interface	PACS data availability at NLDR report with images/screenshots
7	UAT and System Test	<ul style="list-style-type: none"> i. Screenshots of the communication between DC and DR Site of NABARD or NLDR ii. Access to User Interface to view server utilization on real-time basis etc. iii. Backup, Recovery and Replication Policy and Plan iv. Test plan, cases and scenarios, System Test, Integration Test v. The test results along with details. vi. User Acceptance Test plan, cases and scenarios vii. Live application showing data entry screens, workflows and MIS report viii. UAT reports
8	Security Audit Report	Security Audit Results Must be submitted before Go-Live
9	Compliances (Monthly/ Quarterly)	<ul style="list-style-type: none"> i. Performance Monitoring reports for system ii. SLA Compliance Reports iii. Details of Patches/ Upgrades of all components iv. Details Incremental updates to solution

		<ul style="list-style-type: none"> v. On-Going Project Updates and updated documents vi. Audit/ Standard Compliance Reports
10	Training and Capacity building	<ul style="list-style-type: none"> i. Training Manual for Users ii. Operation & Maintenance Manual iii. Presentation iv. FAQs v. User Manual & Handouts vi. Operations & Maintenance Manual vii. Administrator Manual viii. Self-running demos ix. Capacity building and training workshops for stakeholders
11	Setting up of Support Centre/s	<ul style="list-style-type: none"> i. Address proof, infra details, etc. ii. Name and contact details of the staff deployed and outsourced staff, if any iii. Certificate from SPMU on setting up of support centre iv. System Administration support for password resetting, creation of new users, etc. v. Installation and maintenance of ticketing tool provided by the SI vi. Monitoring and reporting of incidents through ticketing tool

Part-3: Project Timelines & Payment Schedule

21 Project Timelines

SLIMC will be convened and allocation of the PACS will be done. The System Integrator shall observe the following project timeline for each of the PACS assigned to a system integrator. Upon award of work System Integrator will have to start the work in parallel at all eligible PACS.

Sr No	Stage of Work	Details	Timeline
1	Conduct of SLIMC & Allocation of PACS	-	-
2	Acceptance of the Work Order	Copy of work order duly accepted by authorized signatory along with prescribed documents	Within 01 week of issuance of work order by the State
3.	Signing of Contract with State Govt/StCB/DCCB	Signing Contract	Within 1 week of acceptance of work order
4.	Submission of action plan / Ground level Survey & district wise presentation of SPMU	Action plan will contain the Detailed plan against each PACS, team members details, trainers details, support staff details, location of support center, data digitization team details etc.	Within 02 weeks of acceptance of work order
5.	Submission of As-Is for each individual PACS	Sign off from PACS secretary on As-IS document * Counter signature from DCCB	Within 2 weeks of acceptance of work order
6	Submission of To-Be document for each individual PACS	Sign off from PACS secretary on To-Be document. * Counter signature from DCCB	Within 3 weeks of acceptance of work order

7.	Legacy Data digitization & Migration including all live loan data, static data capturing on the tool. Sanitization of data, rectification of error, validation, verification of details. Sending Customization request, if any	Certification of completion from PACS Secretary and counter signature from DCCB Software readiness test checklist certified by PACS secretary and counter certified by DCCB	Within 09 weeks of acceptance of work order
8.	Data porting, data acceptance testing. Correction of errors till successful onboarding	NLPSV acknowledgement towards successful onboarding	Within 10 weeks of acceptance of work order
9.	Participation in ToT programmes and deputation of trained System Integrator staff for PACS level trainings	Participation certificate	Within 12 weeks of acceptance of work order
10.	Completion of On system entries for the transactions done from cutoff date of 31 March 2023 to date of going- live	SI will complete On-system entries within stipulated time.	Within 12 weeks of acceptance of work order
11.	Go-live **	Certificate by NLPSV	Within 12 weeks of acceptance of work order
12.	Continuation of intensive Handholding & support till sunset date of the Project	Regular MIS & Compliance record throughout the Project Period	Throughout project period

*Once draft As-Is and To-Be document for each PACS prepared by System Integrator sign off from PACS secretary shall be obtained on both the documents. Later, the same shall be submitted to the convenor of DLIMC, viz., DCCB, along with a summarised As-IS and To-Be document. DLIMC shall present the same to SLIMC and if called upon, System Integrator shall participate in the meetings convened by DLIMC and SLIMC, as already stated at Clause No.18.10.2. Upon recommendation of SLIMC, State PMU will approve the As-Is & To-be documents.

** This Go-live stage is towards basic common functionalities including all credit related activities.

22 Payment terms

- 22.1 Payment schedule is subject to modification by respective state governments/RCS/StCBs after approval by SLIMC and payment will be made on actual basis upon raising of bills.
- 22.2 For each set of PACS taken under the project, payment will be made in two parts. First one will be for Data digitization and Migration and second will be for Handholding & Support. Payment will be made on actual basis depending on the following progress milestones in respects of suitable lots of PACS as may be defined in the work order.

Part-1 Data digitization and migration		
S.No.	Deliverables	% to be released
1	Acceptance of work order	5%
2	Submission of Action Plan/Ground survey and presentation for SPMU	5%
3	Submission of As-Is & To-Be documents	5%
4	Completion of On boarding of PACS	5%
5	Completion of On-system data and go-live	15%
6	6 months after go-live	15%
7	To be released on quarterly basis in equal instalment in each quarter till second last quarter before the sunset date	40%
8	Last quarter ending with the sunset date	10%
Total		100%
Part 2: Handholding & Support		
Payment under Handholding & Support will be given quarterly on actual basis. Calculation of the quarters will be done from the issuance of work order.		

- 22.3 The System Integrators shall submit their bills, invoices, certificates of completion along with necessary supporting documents to concerned StCB. After name is compiled by StCB, recommended by SLIMC, it will be settled by StCB/StCB/DCCB identified by State Government.

- 22.4 All payments will be made, subject to applicable Income Tax laws. Tax may be deducted at source, as per applicable laws.
- 22.5 A bond on non-judicial stamp paper to initiate the process of release of funds will be executed by the selected agency with the acceptance of Letter of Acceptance. The stamp duty for the same shall be paid by SI.
- 22.6 All payments under this Agreement shall be made to the bank account specified by the agency as may be notified to the State Government by the successful SI.

Part-4: Eligibility and Evaluation Process

23 Executive Summary of the Bidders Response

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

- 23.1 A synopsis of the past experience of the vendor in handling similar projects
- 23.2 The infrastructure and data digitisation capability of the vendor including data cleansing, acceptance testing, documentation, etc.
- 23.3 Strategy to digitise, migrate, install NLPS, integrate, fix bugs and go-live to achieve the objective specified in the RFP.
- 23.4 The capacity to deploy skilled personnel at PACS to ensure simultaneous progress of project at all locations.
- 23.5 Any other relevant detail(s) that the Bidder has to make.

24 Eligibility Criteria

The vendor should qualify for the following eligibility criteria:

Sr No	Basic requirements	Specific requirements	Documents to be submitted
1	Legal Entity	<ul style="list-style-type: none"> i. The bidder should be a company registered or incorporated in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 or Proprietorship firm registered in India under the Companies Act, 1956/2013 or societies registered under cooperative society Act of any State in India or Central Act ii. Registered with the GST Authorities iii. Should have been operating for the last three years. 	<ul style="list-style-type: none"> i. The latest registered copy of Memorandum and Articles of Association/ LLP agreement/ society's agreement. ii. Certificate of Incorporation/Registration iii. GST Registration Certificate iv. Copy of PAN Card v. Letter from Company Secretary/Authorized Signatory/Statutory Auditor of the bidder on bidder's letter head for last three years of operation

2	Turnover (upto relaxation 10% for Start-ups)	No. of PACS Applied for Upto 500 501-1000 1001-2000 2001-5000 5001-7000 7001-10000 10001-13000 13001-15000 15001-17000 17001-20000 20001-23000 23001-25000 >25000	Minimum Turnover (in Rs. Crore) 1 cr 2 cr 3 cr 5 cr 8 cr 10 cr 12 cr 13 cr 14 cr 15 cr 16 cr 17 cr 20 cr	i. Audit Balance Sheets of last three FY viz. 2019-20, 2020-21 & 2021-22. ii. CA (Statutory Auditor of the bidder) Certificate exclusively indicating the turnover for the last 3 years, as on 31 March 2022 Note: Total nos. of PACS applied (covering and/or Category-I & Category II States as may be the case). The State-wise number of PACS is furnished in Annexure-I.
3	Net Worth, EBITDA and PAT	The Net worth of the Bidder should be positive as on 31 March 2022. The bidder should also have in positive EBITDA (i.e. Earnings Before Interest, Taxes, Depreciation, and Amortization) and PAT in last three financial years, viz., 2019-20, 2020-21 & 2021-22		i. Copy of Balance Sheet and financial statement indicating these items explicitly. ii. CA (Statutory Auditor of the bidder) certificate certifying positive EBITDA, Profit After Tax, Annual turnover and Net worth shall be submitted as per the format given in Annexure-VIII (Form A). Note: <i>It shall be the responsibility of the bidder to furnish the accurate information in respect of the financial Statements. It is expected that these bidders must submit the same financial Statements as submitted on MCA portal.</i>

4	Experience and Technical Capability*	The bidder should be in the field of IT solution/IT support and maintenance during the last 12 years in India (since 01 Oct 2010 till 30 Sept 2022).	<p>i. Completed projects</p> <ol style="list-style-type: none"> 1. Work Order 2. Completion certificate from the client <p>ii. Ongoing projects</p> <ol style="list-style-type: none"> 1. Work Order 2. Phase completion certificate from the client/Statutory auditor (CA) of the bidder. <p><i>Note:</i></p> <ol style="list-style-type: none"> i. The completion or phase completion certificates from the client shall be signed and stamped by the head or authorized personnel of the client. ii. The letter must indicate the Start and End date of implementation, No. of locations included viz., State, District, Village, type and scope of application/software implementation or work done etc. iii. Contact Details of Single Point of Contact (SPoC) should also be furnished.
5	Non-Blacklisting and Non-debarment	The Bidder should not be currently blacklisted/debarred by any bank, Government, Semi Government Organizations or their agencies/ departments, Institutions in India or abroad as on the date of submission of bid for this RFP.	<ol style="list-style-type: none"> i. Bidder should submit a declaration to the effect as per the format provided in <i>Annexure-XVIII</i> of the RFP. ii. The bidder shall also submit a declaration of Clean Track Record as per the format provided in <i>Annexure-XI</i> of the RFP. <p><i>Note:</i></p>

			If this declaration is found to be false, the NABARD shall have the right to reject Bidder's offer and if the Bid has resulted in a contract, the contract is liable to be terminated.														
6	Manpower	<p>The bidder should have at least following no. of full time manpower resources with adequate technical , maintenance and support staff on their payroll.</p> <table><tr><td>No of PACS for which bid is submitted</td><td>No. of manpower on payroll</td></tr><tr><td>Upto 200</td><td>10</td></tr><tr><td>200-2000</td><td>20</td></tr><tr><td>2001-5000</td><td>30</td></tr><tr><td>5001-10000</td><td>50</td></tr><tr><td>10001-20000</td><td>100</td></tr><tr><td>Above 20000</td><td>150</td></tr></table> <p>The bidder must have the capability to upscale the team size (resources) at any time during the Project Life Cycle to meet the project objectives in time with required quality.</p>	No of PACS for which bid is submitted	No. of manpower on payroll	Upto 200	10	200-2000	20	2001-5000	30	5001-10000	50	10001-20000	100	Above 20000	150	<p>i. Self-certification by the authorized signatory with number of staff with technical expertise. No. of specialists with their respective specialization shall also be indicated.</p> <p>ii. Strategy for upscaling team size and experience of scaling up in similar projects in the past (Technical Bid)</p>
No of PACS for which bid is submitted	No. of manpower on payroll																
Upto 200	10																
200-2000	20																
2001-5000	30																
5001-10000	50																
10001-20000	100																
Above 20000	150																

**For Start-ups, Experience and Technical Capability since 01 Oct 2015 till 30 Sept 2022 will be considered.*

Note:

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

The CA certificates should contain the registration number of the CA along with signature and stamp.

25 Bidding through e-tender

The process involves electronic submission of information for Technical Proposal/Bid as well as Commercial Proposal/Bid. The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. If this application is not run, then the bidder will not be able to save/submit his bid. This exercise has to be done twice immediately after clicking on the Technical Proposal. After filling the Technical Proposal, the bidder should

click 'save' for recording their Technical Proposal. Once the same is done, the Financial (Commercial Proposal) Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their financial bid. Once Technical Bid & Financial Bid have been saved, the bidder can click on the "Submit" button to register their bid. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

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

26 How to apply

- 26.1 Eligible Agencies can apply online at <https://nabard.eproc.in> **from 21 June 2023 to 03:00 PM on 12 July 2023**. No other mode of submission of proposals shall be accepted. Please note that proposals submitted through hardcopy, fax or e-mail shall be rejected.
- 26.2 This e-tender is being facilitated by C1 India on behalf of NABARD. Contact Details for online e-tendering support are given below:

Sl. No.	Name of the Person	Email	Contact Number
Contact			
1.	Sachin Toraskar	sachin.toraskar@ciindia.com	+91-124-4302000 Ext 200
2	Ujwala Shimpi	ujwala.shimpi@ciindia.com	+91-124-4302000 Ext 112

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

- 27.1 Registration: The process involves Agency's/bidder's registration with C1 India's e-procurement portal (<https://nabard.eproc.in>), which is free of cost. Only after registration, the Agencies/bidders can submit their proposals/bids electronically. Electronic Bidding for submission of Technical Proposal as well as Financial Proposal will be submitted over the internet.
- 27.2 Bidders should have a valid Digital Signature Class 3 & above Combo Pack (Signing & Encryption copy) to register on the website. Bids will not be recorded without Digital Signature.
- 27.3 Bidders are to make their own arrangement for bidding from a PC connected with Internet. C1 India is not responsible for making any such arrangement.

27.4 System Requirement are as follows:

Hardware Required

Minimum Hardware Requirements

- Pentium IV and Above
- Minimum 4 GB RAM
- An available USB port (If Certificate is in USB-Token)
- User has to install USB-Token drivers into computer system before usage of application
- If USB-Token driver is not installed before usage of application user cannot use his certificate for application
 - Reliable Internet Connectivity.

Other Requirements

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

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

- 27.5 Browser settings: The bidders may also require certain browser settings, the details of which are available on the link <https://nabard.eproc.in>. The bidder shall use **internet explorer** only.
- 27.6 Uploading of supporting documents: Bidders are instructed to use 'Attach Documents' link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 20 MB. For further assistance, please follow instructions of bidder guide.
- 27.7 Valid Email id: Notices and correspondence to the bidder (s) shall be sent by e-mail only during the process till finalization of tender by NABARD. Hence, the bidders are required to ensure that their corporate e-mail id. Provided is valid and updated at the stage of registration of bidder.
- 27.8 Corrigendum: Bidders are requested to visit the website regularly before the last date of tender submission to ensure that they have not missed any corrigendum uploaded against the said tender. The responsibility of downloading the related corrigenda, if any, will be that of the Bidders/Agencies.

- 27.9 All bid documents should be legible, scanned and arranged in the same order as mentioned in the summary sheet (Annexure-IX). Documents should have proper references. Documents in which contract value or name of client are masked, are liable to be rejected.
- 27.10 Documents should be readable. In case if documents are found unreadable, agency may be asked to submit the readable version of same document within 3 days. Failing to do so, bid is liable to be rejected.
- 27.11 **No separate intimation in respect of corrigendum (if any) to this document will be sent to tenderer (s) in this regard.**
- 27.12 Last Date for e-tender: e-tender cannot be accessed after the due date **(03:00 PM on 12 July 2023)** mentioned in this document.

28 Modification and/ or Withdrawal of bids

The bidder may modify or withdraw his/ her bid after the bid's submission, through eproc portal, till the last date of bid submission. No bid may be modified or withdrawn after the deadline for submission of bids. Queries by the bidders and corrigendum of RFP document

- 28.1 **Pre Bid Meeting:** NABARD shall organise a pre-bid e-meeting (through Microsoft Teams) **at 11:00 AM on 26 June 2023**. The interested Agencies may join the meeting at the mentioned date & time by clicking on the following link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzU4ZTJjMDUtMzIzYy00Y2Y5LWl1YzQtNjYzOTRmMjljNThl%40thread.v2/o?context=%7b%22Tid%22%3a%228e65dc63-2925-44dc-9c02-98c3f05069ec%22%2c%22Oid%22%3a%224c88b2fb-11d6-408b-b829-8fe87b80b8f9%22%7d

- 28.2 All bidders desirous of joining the e-meeting are requested to send the following information to pacs.comp@nabard.org to facilitate agencies' admission into the pre-bid meeting.

<u>Bidder's</u>	<u>Name of the Authorized</u>	<u>Email id</u>	<u>Mobile</u>
<u>Name</u>	<u>Person who will represent</u>		<u>Number</u>
	<u>the bidder in the e-meeting</u>		

- 28.3 NABARD reserves the rights to record the proceedings of the meeting.
- 28.4 Bidders may seek clarification on this RFP document. Any request for clarification must be sent to the e-mail ID: **pacs.comp@nabard.org, on or before 26 June 2023**. The queries should be pertinent to this RFP document only.
- 28.5 The only mode of delivering questions would be through e-mail. In no event shall NABARD be responsible for ensuring that agencies' inquiries have not been received by NABARD. The queries by the agencies may be sent in the following format. In case queries not received in following format same will be rejected.

Sr No.	Page No.	Part No. (from I to VI)	Clause No. (example 2, 8, 27 etc)	Sub Clause No. (Example- 18.6.2, 38.5 etc)	Clause of the RFP on which clarification required	Clarification Required

- 28.6 NABARD shall consolidate all the queries and clarifications may be issued latest by **30 June 2023**.
- 28.7 At any time prior to the last date for receipt of proposals, NABARD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Agency, modify the RFP document by issuing a corrigendum. The same will be available on the website of NABARD.
- 28.8 The corrigendum (if any) & clarifications to the queries from all agencies shall be addressed suitably.
- 28.9 Any such corrigendum shall be deemed to be incorporated into this RFP.
- 28.10 In order to provide prospective agencies reasonable time for taking the corrigendum into account or for any other reason deemed fit by NABARD, the Bank may, at its discretion, extend the last date for the receipt of Final Proposals.

29 Earnest Money Deposit (EMD)

- 29.1 All the responses must be accompanied by a refundable interest free security deposit as per following table. If the bidder is opting for more than one states, the sum total of respective EMD amount/ Bank Guarantee in lieu of EMD (BG) shall be submitted. Validity of Bank Guarantee should be for 365 days.

Sr. No.	Name of State/UT	Total No. of PACS	EMD amount (Rs. lakh)
1	Andhra pradesh	2037	76.15
2	Andaman And Nicobar Islands	41	1.53
3	Bihar	4495	168.03
4	Goa	44	1.64
5	Haryana	711	26.58
6	Himachal Pradesh	870	32.52
7	Jammu and Kashmir	537	20.07
8	Maharashtra	12000	448.58
9	Puducherry	45	1.68
10	Tamil Nadu	4529	169.30

Disclaimer: The number of PACS may undergo a change depending upon the willingness of the State Government to join the project and proposal/s submitted by the State Government for sanction under the project.

- 29.2 Details of the EMD are given in this RFP in Annexure-XV. The EMD is required to be deposited by all applicant agencies using National Electronic Funds Transfer (NEFT) to NABARD, and the details of Bank Account are as under:

NAME OF ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFS CODE	NBRD00000002
ACCOUNT NUMBER	NABADMN07

- 29.3 Earnest Money Deposit (EMD) is to be sent through online transfer (NEFT) not later than 02 (two) days before the last date of submission of tender. The receipt of online transfer has to be attached with Technical Bid (Annexure- VIII). Agencies should note that the EMD shall not bear any interest. The EMD shall be forfeited in the event of any sort of non-compliance with the latest conditions of the bidding process.

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

-- OR --

- 29.5 EMD Bid Security from a Scheduled Commercial Bank valid for a period of 365 days (01 year) from the last date of submission of Bid and strictly in the format as prescribed in Annexure –XIV. Separate Bank Guarantee is to be submitted for each state for which the bid has been applied for.
- 29.6 No interest will be payable on EMD under any circumstances
- 29.7 The Bank Guarantee for EMD should be submitted with the Technical Bid.
- 29.8 Submission of EMD is entirely at the risk of the bidder and in all such cases the bid is liable to be rejected on grounds of non-submission of EMD.
- 29.9 The technical bid will be evaluated only for those bidders who have submitted EMD with the Technical Bid.
- 29.10 The EMD of the Bidders not qualified under Technical Bid will be returned within 30 days after opening the Commercial Bid of the technically qualified bidders.
- 29.11 The EMD may be forfeited or the Bank Guarantee may be invoked if:
- 29.12 Bidder withdraws its bid during the period of bid validity specified in the RFP; Or
- 29.13 Bidder having been notified of acceptance of his bid by NABARD during the period of bid validity:

- i. Fails or refuses to execute the agreement if required; or

- ii. Fails or refuses to furnish the performance security, in accordance with the conditions of contract executed
- 29.14 The EMD submitted will be returned as it is, to all the technically unqualified bidders and to all whose commercial bid did not succeed within thirty (30) days of the selection of the SI. NABARD will return the EMD to the System Integrator to whom Letter of Acceptance is issued once it furnishes the performance security in accordance with provision of the RFP, Service Level Agreement (SLA) and Letter of Acceptance. All bidders are required to scan & upload a copy of Bank Account details (cancelled cheque) and PAN card, along with Technical Proposal (Annexure- VIII) to facilitate the return of EMD amount.
- 29.15 EMD of a tenderer shall be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money shall be forfeited if it fails to furnish the required performance security within the specified period.
- 29.16 The scanned copy of Bank Guarantee for EMD should be uploaded while submitting tender through portal.
- 29.17 The technical bid will be evaluated only for those bidders from whom original Bank Guarantee for EMD is received at NABARD within the stipulated time.
- 29.18 The original Copy of Bank Guarantee for EMD is required to reach NABARD within 7 days from the date of submission of bid.
- 29.19 **The Bid Security of the SI/s shall be lying with NABARD till the work is executed by the SI/s.**
- 29.20 The bidder shall submit details of the EMD submitted as per Annexure-XIV.
- 29.21 The EMD of the empanelled bidders shall be lying with NABARD until the work order is issued by the State Government or StCB/DCCB.

30 Exemption for EMD

- 30.1 MSEs would be entitled for exemption from furnishing earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach NABARD to resolve their grievances.
- 30.2 The Rule 171(i) & Rule 173 (i) of the GFR-2017 read with OM No. F/20/2/2014-PPD (PT) dated 25 July 2017 provides for EMD exemptions and certain relaxations from prior experience and prior turnover respectively, for DPIIT recognized start-ups subject to meeting of quality & technical specifications. Such start-ups may submit DPIIT recognition certificate for claiming exemptions, indicated at clause 24 on Eligibility Criteria.

31 Preliminary Examinations

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

- 31.2 NABARD may, at its sole discretion, waive any minor informity, non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 31.3 Prior to the detailed evaluation, NABARD will determine the substantial responsiveness of each bid to the bidding document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bidding document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning bid security, performance security, qualification criteria, Force Majeure etc. will be deemed to be a material deviation. NABARD's determination of a bid's responsiveness is to be based on the contents of the bid itself, without recourse to extrinsic evidence.
- 31.4 If a bid (technical or commercial) is not substantially responsive, it will be rejected by NABARD and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 31.5 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required in the bidding document or to submit a bid not substantially responsive to the bidding document in every respect will be at the bidder's risk and may result in the rejection of the bid.

32 Evaluation of Minimum Eligibility Criteria

- 32.1 Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section (Clause 24). Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- 32.2 Successful bids out of this stage would be considered for technical evaluation.
- 32.3 Bidders must submit the proofs of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.
- 32.4 The bidders must submit compliance sheet for pre-qualification/eligibility as indicated at Annexure-VII.

33 Evaluation process

- 33.1 NABARD has adopted a two stage bid process. The bidder has to submit following bids online at the time of submission of bids as stipulated in this document.
 - a) Technical bid
 - b) Commercial bid
- 33.2 Technical Score will be of qualifying nature. The evaluation by NABARD will be undertaken by a Committee of officials or/and representatives formed by NABARD and its decision shall be final.

- 33.3 'Commercial bid' shall be opened for only the shortlisted bidders from the technical evaluation process. NABARD will evaluate the commercial bids.
- 33.4 After due evaluation, if commercial bids are found to be responsive as per Clause No. 36., NABARD shall provide the commercial quote of such bidders to respective State Governments, with ranking (L1, L2...Ln), for award of work. The final selection will be done by the respective State Government.
- 33.5 The state government shall decide upon the allocation of PACS based on process method elucidated at Clause 37.5.
- 33.6 All the responsive bids will be evaluated as per the procedure detailed in clauses 35-37.

34 Opening of Technical Bids by NABARD

- 34.1 Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the 'Important Dates'.
- 34.2 On the scheduled date and time, the Technical Proposals will be opened at **03:00 PM on 13 July 2023** in the presence of senior officers of the Institutional Development Department (IDD). Financial Proposal (Commercial Proposal) will be kept closed for opening at a later date.
- 34.3 If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, either physically or virtually, NABARD at its discretion will proceed further with opening of the technical bids in their absence.
- 34.4 The bidder's name, presence, or absence of requisite EMD and such other details as NABARD, at its discretion may consider appropriate will be announced at the time of bid opening.
- 34.5 Bids that are not opened at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

35 Evaluation of Technical Bids

- 35.1 Technical bids would be evaluated as follows:-

35.1.1 IT solutions means solutions relating to Cloud, Voice over Internet Protocol (VoIP), Backup solutions, network security, networking services, e-mail services, information reporting, remote support, software / app development, technical support, hardware installation, digitisation, integration, Technology transfer and related activities, etc.

35.1.2 "Project/Solution" means ongoing/completed projects

Project in the Category-II state:

- i. *Project value of Rs.20 lakh under single work order issued on or after 01 Oct 2010*

Or

- ii. *Work order issued on or after 01 Oct 2010 covering a set of 20 PACS or multiple thereof.*

Project in the Category-I state:

- iii. *Project value of Rs.50 lakh under single work order issued on or after 01 Oct 2010*

OR

- iv. *Work order issued on or after 01 Oct 2010 covering 50 PACS or multiple thereof.*

35.1.3 *The bidder shall submit documentary proof showing successful completion/phase completion along with work order issued.*

35.1.4 If the IT solution implemented or being implemented is under OPEX model and the work order/contract did not specify total project value or period of the contract, the bidder shall submit client certificate or certificate from the statutory auditor of the bidder indicating the project value and other details. The project value shall be calculated by the bidder's client or statutory auditor using the following formula only:-

(Period of the contract* Monthly/Yearly rate)

The work order issued under OPEX model on or before 30 Sept 2022 will be considered for marking. Please note that bidder shall specifically mention the type of model(CAPEX/OPEX/any other model) with project value against all work orders as per Format of Annexure-IX.

35.1.5 If the work experience for the project executed under subcontracting route is being submitted by the bidder, the bidder shall submitted satisfactory performance certificate from the subcontractor and letter of intent to perform as a subcontractor along with the other documents required in the RFP.

S.No	Criteria	Scoring criteria	Max Marks
i.	Deployed/Provided to BFSI sector entity/ies: Experience of bidders in providing IT solutions/ IT support and maintenance services during the last ten years (since 01 Oct 2010) .	Experience in No. of BFSI = 1 project : 10 marks 2-3 projects- 15 marks >3 projects- 20 marks	20

ii.	Deployed/Provided to Non-BFSI sector entity/ies: Experience of bidders in providing IT solution/IT support and maintenance during the last 12 years (since 01 Oct 2010).	= 1 project : 10 marks 2-3 projects- 15 marks >3 projects- 20 marks	20
iii.	Of the projects mentioned at (i) and (ii) above, experience of bidders in providing data digitization/data migration/integration services in last 10 years (since 01 Oct 2010).	1 -2 Projects: 10 marks 3-5 Projects: 15 marks More than 5 Projects: 20 Marks	20
iv.	Experience of the bidder for the project mentioned at point no. (i) and (ii) in the States bidder has applied for	<p>If the bid is submitted for more than one state:</p> <p>i. Experience in upto 50% of the total states for which bid has been applied for: 02 marks</p> <p>ii. Experience in more than 50% of the states for which bid has been applied for: 5 marks</p> <p>If the bid is submitted for a single state: Experience in that specific State: 5 marks</p>	5

v.	Methodology and Approach (qualifying bidders shall be called upon to make a presentation to the evaluation committee)	PPT consisting of but not limited to topics understating of requirements, approach, Implementation & Resource Deployment Plan	30
vi.	Key personnel with PMP/ PRINCE 2/ RHCE/ RHCSA/ CMMI certification	For 01 certificate- 3 Marks. More than 01 certificates- 05 marks	5
Maximum marks			100

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

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

$$RS_{Tech} = T / T_{High} \times 100$$

Where:

RS_{Tech} = Relative score obtained by the bidder

T = Technical score obtained by bidder

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

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

35.5 If less than 3 bidders qualify as per above criteria ($RS_{Tech} \geq 75$), NABARD reserves the right to short list maximum top 3 bidders subject to $RS_{Tech} \geq 50$.

35.6 Inadequate references in the bid are liable to be rejected.

- 35.7 Additional documents, if sought by NABARD through its eproc portal, as supplementary information for the bid originally submitted by the bidder shall be submitted by the bidder. Please note that only that particular information which has been asked shall be submitted by the bidder and no new information such as new work order shall be submitted. In case of submission, the same will not be considered for marking purpose.
- 35.8 If the size of the document is too large to be uploaded on the eproc portal, a link shall be provided by the bidder in the portal/technical bid to access the documents.
- 35.9 NABARD may seek specific clarifications from any or all the bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by NABARD.
- 35.10 All the documentary proofs are to be submitted along with the bid in this regard.
- 35.11 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.

36 Evaluation of Commercial Bids

- 36.1 The list of bidders who qualify the Technical Evaluation will proceed to the next stage of Commercial Evaluation.
- 36.2 The commercial bids submitted by technically qualified bidders will be opened on due date.
- 36.3 If an Abnormally Low Bid i.e. one in which the Bid price (aggregate/component wise), appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price, NABARD may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, NABARD determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, NABARD may reject the Bid/Proposal.
- 36.4 The bidders, whose bids are technically qualified and commercially responsive/eligible as per Clause No. 36.3, will together be called as the Central Panel of System Integrators.
- 36.5 The state wise bidder list from the Central Panel of System Integrators along with their respective commercial quotes, will be compiled and forwarded to State Government for Award of work.
- 36.6 Each state Government will, based on its own assessment of no. of PACS to be covered in the state, determine how many SIs, they will need, out of the Central

Panel for their State. Accordingly, on the discretion of the State Government, the work shall be awarded to L1 alone or similar bidders may be requested to match L1 and allocate, as explained at Clause No. 37.5.

- 36.7 NABARD may call any or all empanelled bidders for negotiation as per 6.10.2 of DoE, GoI's Manual for Procurement of Consultancy & Other Services (Updated June 2022).

37 Award of work to System Integrator

- 37.1 If multiple bidders emerges as L1 bidder for a state, in such a situation L1 bidder scoring the highest marks in Clause No.35 of this RFP will be chosen as the resultant L1 for award of work.
- 37.2 It is made clear that at NABARD level, the empanelment of SIs will depend upon the outcome of the Technical Evaluation. At state level for award of the work, the final selection will be done by the State Govt. based on their assessment of no. of SIs required in the state and number of SIs willing to match the L1 Cost.
- 37.3 The commercial bids will be evaluated by State Government on Least Cost Selection (LCS) system for determining the continued eligibility of the bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.
- 37.4 Each state Government will, based on its own assessment of no. of PACS to be covered in the state, determine how many SIs, they will need, out of the Central Panel for their State. Accordingly, on the discretion of the State Government, the work shall be awarded to L1 alone or similar bidders may be requested to match L1 and allocate, as explained at Clause No. 37.5.
- 37.5 The states where one, more or all bidders (other than L1) in a particular State agree to match the rate of L1, 60% of the balance (40% after 60% is allotted to L1) will go the bidder who had bid the lowest and is agreeable to deliver the services at L1 rate and so on. The same has been explained by following example:

Col 1	C2	C3	C4	C5
Row no.	Qualified bidders	Method of allotment	No. of PACS allotted where Total = 100 PACS	Balance
R1	L1	Min. 60% of total PACS	60 PACS	40 PACS
L2, L3, Ln may be requested to match with L1 rate				
R2	L2	60% of R1C5	60% of 40 PACS= 24 PACS	16 PACS
R3	L3	60% of R2C5	10 PACS	6 PACS
R4	Ln	Calculated as above	Calculated as above	Calculated as above

- 37.6 It is made clear that at NABARD level, the empanelment of SIs will depend upon the outcome of the Technical & commercial Evaluation. At state level for award of the work, the final selection will be done by the State Govt. based on their assessment of no. of SIs required in the state and no. of SIs willing to match the L1 Cost.
- 37.7 State Government or StCB/DCCB will issue the work order and subsequently a tripartite SLA contract will be executed among State Govt, StCB/DCCB i.e. StCBs and System Integrators.
- 37.8 NABARD reserves the right to invite fresh commercial quotes any time during the validity period of bid proposals from the technically qualified bidders.
- 37.9 If a bid is not received for a particular state or negotiation fails or contract finalisation fails, NABARD reserves its right to call L1 bidder from other states, in the increasing order of their price quote, for award of work for that particular state, subject to fulfilment of turnover criteria as per Clause No. 24.
- 37.10 If Clause 37.9 fails, NABARD/ State government also reserves the right to award the work to any successful bidder emerged from this RFP or earlier RFP (RFP No. 884 dated 23 November 2022) of their choice, at mutually acceptable rates.
- 37.11 The bids received and accepted will be evaluated by NABARD to ascertain the best as per procedure indicated in Bid Evaluation Methodology as appearing in this document. However, NABARD does not bind itself to accept the best or any bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. NABARD reserves the right to re-tender.
- 37.12 L-1 bidders, if these become unresponsive and refuse to execute the work, will be debarred and not to be allowed to work in other States/UTs under this RfP.

Part-5: Other Terms and Conditions

38 Addition/ omission of State(s)

NABARD reserves the right to add/omit State(s) under this RfP through a corrigendum before the last date of submission of bids by the bidders.

39 Right to reject any or all Proposals

- 39.1 Notwithstanding anything contained in this RFP, NABARD/State Government reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time till the final award of work, without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. NABARD's decision in this regard is final.
- 39.2 Further, NABARD/State Government reserves the right to reject any proposal if:
- a) At any time, a material misrepresentation is made or discovered; or,
 - b) The agency does not provide, within the time specified by NABARD, the supplemental information sought by NABARD for evaluation of the proposal.
 - c) In case it is found during the evaluation or at any time before issue of Letter of Acceptance (LOA) that one or more of the eligibility conditions have not been met by the agency or the team has made material misrepresentation or has given any materially incorrect or false information, the agency shall be disqualified forthwith if not yet appointed as the agency. If the agency has already been issued the Letter of Acceptance the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NABARD/State Government without it being liable in any manner whatsoever to the Agency.

40 Validity of Proposal

- 40.1 The proposal should be valid for a period not less than **One hundred Twenty (120) days** from the date of opening of commercial bids.
- 40.2 In exceptional circumstances NABARD may solicit the bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
- 40.3 NABARD, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

41 Late Proposals

- 41.1 If any proposal/application is received by NABARD after the specified time on the due date, it shall not be eligible for consideration and shall be summarily rejected.
- 41.2 Any alteration/ modification in the proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by NABARD shall be disregarded.

42 Clarifications and Documents

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

43 Proprietary data

- 43.1 All documents and other information submitted by an agency to NABARD shall remain or become the property of NABARD/State Government and shall be treated as strictly confidential.
- 43.2 All the information made available to the System Integrator at PACS/DCCB/StCB/State Government/ NABARD level in the course of the project shall be kept strictly confidential and shall be utilised only for the purpose of which it is made available.

44 Proposal Preparation Costs and related Issues

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

45 Duration of Contract

The duration of the contract to be executed between the SIs and the respective States shall be till the sunset date of the project.

46 Applicable Law and Jurisdiction

- 46.1 The contract shall be governed by the laws of India for the time being in force. The state specific courts shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.
- 46.2 In case of any dispute between the SI/s or any other stakeholders including NLPSV, NABARD/State Government will not be a party to the dispute. In such cases, the jurisdiction law of the district, state, central shall be exercised by the concerned authority.

47 Language of Bid

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

48 Amendment to the bidding document

- 48.1 At any time prior to the date of submission of bids, NABARD, for any reason, may modify the bidding Document, by amendment.
- 48.2 The amendment will be posted on the website of NABARD (www.nabard.org).
- 48.3 All bidders must ensure that such clarifications have been considered by them before submitting the bid. NABARD will not have any responsibility in case some omission is done by any bidder.
- 48.4 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, NABARD, at its discretion, may extend the deadline for the submission of bids.

49 Other Terms and Conditions for bidding

- 49.1 The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
- 49.2 Information provided in this RFP is organized in several sections to bring clarity and help the reader to understand quickly. However, bidder must take into consideration each and every line of this RFP document as a whole while responding. Bidder must get the doubts, if any, clarified by NABARD before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the System Integrator to deliver each and everything as per the scope of the project during the period of contract. NABARD shall not be responsible in case of bidders fail to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
- 49.3 Unless expressly overridden by the specific agreement to be entered into between the State Government and the System Integrator the RFP shall be this governing document for arrangement between the NABARD/State Government and the bidders.
- 49.4 After opening of bid to the time a communication in writing about its qualification or otherwise received from NABARD/State Government, bidder shall NOT contact NABARD/State Government on any matter relating to the bid.
- 49.5 Any effort by the bidder to influence NABARD/State Government in its decisions on bid evaluation, bid comparison may result in the rejection of the bid.

- 49.6 NABARD/State Government reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 49.7 NABARD will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 49.8 The bids received and accepted will be evaluated by NABARD to ascertain the best as per procedure indicated in Bid Evaluation Methodology as appearing in this document. However, NABARD does not bind itself to accept the best or any bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. NABARD reserves the right to re-tender.
- 49.9 After opening of bid to the time a communication in writing about its qualification or otherwise received from NABARD/State Government, bidder shall NOT contact NABARD/State Government on any matter relating to the bid.
- 49.10 Any effort by the bidder to influence NABARD/State Government in its decisions on bid evaluation, bid comparison may result in the rejection of the bid.
- 49.11 NABARD/State Government reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 49.12 NABARD will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 49.13 It will be the responsibility of the bidder to comply to all the statutory norms/rules/regulations as stipulated by the laws of the land and applies to the party.

50 Subcontractors

- 50.1 Any request for Subcontracting by the System Integrator will not be encouraged. However, it may be considered on merits by the approval of State Government with explicit recommendation of SLIMC. The System Integrator shall inform such sub-contractor of the confidential nature of information, which may be shared pursuant to such sub-contracting by the System Integrator and ensure that such sub-contractor is bound by the confidentiality obligations that are materially similar to those set out in clause 80 of this RFP.
- 50.2 In the case of subcontracting, the responsibility of the System Integrator to the project is not reduced under any circumstances and System Integrator will be responsible for all acts of omission and commission including right to sue and be sued.
- 50.3 Unless NABARD/State Government specifically approves appointment of any sub-contractors submitted by the System Integrator the request shall be deemed to have been rejected and not approved by NABARD/State Government.

- 50.4 In relation to a sub-contractor appointed in terms of this clause, NABARD/State Government may, withdraw its approval and direct the System Integrator to terminate the appointment of such subcontractor with immediate effect or within such other period as may be prescribed by NABARD/State Government in its sole discretion, if NABARD/State Government reasonably determines that the subcontractor has breached any terms of the Contract or if NABARD/State Government is not satisfied with the quality of Services rendered by such sub-contractor. Upon receipt of notice by the System Integrator the System Integrator shall be required to terminate the appointment of such sub-contractor, provided that nothing contained in this clause shall affect the right of the System Integrator to appoint any other sub-contractor in terms of this Clause.
- 50.5 A copy of contract details entered between the System Integrator and the sub-contractor shall be made available by the Bidder to NABARD/State Government within 7 (seven) days of engaging the sub-contractor.
- 50.6 Even if subcontracting by the System Integrator is permitted at any time by NABARD/State Government, the System Integrator shall be and will remain responsible for all the Services provided to NABARD/State Government to the same extent as if such obligations were performed entirely by the SI. The System Integrator shall be responsible for ensuring that the sub-contractor complies with all security requirements of the Agreement and NABARD/State Government shall have the right to obtain independent audit report for such compliance.
- 50.7 The terms of the subcontract shall be compliant to all regulatory/statutory norms applicable such as Minimum Wages Act, etc. and NABARD/State Government shall not be hold responsible for any violations thereof by the subcontractor.

51 Duration of Contract

- 51.1 The State Government will enter into agreement for upto the sunset date of the project, subject to satisfactory performance of the SI.

52 Adherence to Standards

- 52.1 The selected SI/s should use the relevant standards as reference while facilitating NABARD/State Government in providing the data digitization, data migration, installation/operationalisation of NLPS, other project objectives and their implementation with an objective to enable NABARD/State Government to adhere to standards which shall stand external scrutiny.
- 52.2 The selected SI/s should adhere to all the applicable laws of the land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.
- 52.3 NABARD/State Government reserves the right to ascertain information from other corporates and institutions to which the bidders have rendered their services for execution of similar project.

- 52.4 The System Integrator shall ensure confidentiality of information and shall not utilize any information about NABARD/State Government that may be shared with it during the course of the assignment for any purpose other than for successful completion of the project.
- 52.5 NABARD and State Government shall assign single point of contact for the project to facilitate the execution of the project and any communication pertaining to the project.

53 Interaction with Stakeholders

NABARD's Head Office or Regional Office and the State Government shall provide the System Integrator the following to carry out the assignment:

- 53.1 Meeting space to facilitate interaction as and when the System Integrator visits NABARD/ State Government.
- 53.2 Arrange for interactions with concerned departments/officers of NABARD/ State Government.

54 Key personnel of SIs

- 54.1 For the computerisation of PACS, the System Integrator shall form a project team who shall be specifically looking out the assignment given by NABARD/State Government. It is expected that the successful SI/s shall constitute a team comprising National/State Project managers and implementation staff. However, the actual requirement for the team may differ based on the size of PACS and shall be communicated to the SIs after the award of work.
- 54.2 The bidder must have the capability to upscale the team size (resources) at any time during the Project Life Cycle to meet the project objectives in time with required quality

55 Corrupt and fraudulent practice

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

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

- 55.3 NABARD 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 bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

56 Use of SLA and Information

- 56.1 SI shall not, without State Government's prior written consent, disclose the SLA, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of State Government in connection with, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 56.2 SI will treat as confidential all data and information about NABARD/State Government, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of NABARD/State Government.
- 56.3 SI shall not assign to others, in whole or in part, their obligation to perform under the contract, except with State Government's prior written consent.

57 Additional Payments

- 57.1 It may be noted that NABARD will not pay any additional amount separately towards travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses or any other fees /charges.
- 57.2 However, the bidder may factor in such expenses within the total project cost to meet the requirement described in the scope of work.
- 57.3 All the payment towards stamp duty, statutory fee etc. shall be borne by System Integrator only towards execution of SLA as well during the course of implementation of the project in case of renewal.

58 Applicable laws

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

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

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

59 Taxes and Duties

- 59.1 The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services.
- 59.2 The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with. The selected System Integrator may have to execute an indemnity bond in favour of the agency with whom Purchase Order (PO) is signed in this regard.
- 59.3 Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. will be the responsibility of the System Integrator at his cost.
- 59.4 Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the State Government shall effect such deductions from the payment due to the System Integrator. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by State Government as per the laws and regulations in force. Nothing in the PO shall relieve the System Integrator from his responsibility to pay any tax that may be levied in India on PO by the Vendor in respect of this contract.

60 Performance Bank Guarantee (PBG)

- 60.1 The System Integrator shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by State Government equivalent to 5% of the contract value and shall cover the period of assignment.
- 60.2 SI shall submit Performance Bank Guarantee (PBG) within 15 days from the issue of work order. State/ StCB/DCCB may extend period towards submission of PBG at its discretion, upto one month.

- 60.3 In the event of non-performance of obligation or failure to meet terms of this RFP/Agreement, the State Government shall be entitled to invoke the performance guarantee without notice or right of demur to the Service Provider. The guarantee should be from a Scheduled Commercial Bank only.
- 60.4 The Bank Guarantee shall be released after three months of the end of period of assignment, subject to the terms of this document. Accordingly, PBG has to be kept valid till 60 days beyond the end of the period of the assignment. In case Service Provider cannot provide the PBG for entire period at once, it can be renewed year by year.
- 60.5 In case of expiry of PBG prior to project completion, the Service Provider will be required to renew the PBG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by the State Government, the State Government reserves the right to cancel the order and forfeit the EMD.
- 60.6 Notwithstanding anything to the contrary contained in the SLA, the State Government shall be at liberty to invoke the PBG in addition to other remedies available to it under the contract / order or otherwise if the System Integrator fails to fulfil any of the terms of agreement/ order or commits breach of any terms and conditions of the agreement.
- 60.7 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 System Integrator which in the opinion of the State Government should entitle the System Integrator to a reasonable extension of time, such extension may be considered by the State Government at its sole and absolute discretion, however such extension shall not operate to relieve the bidder of any of his/her obligations. The State Government 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.

61 Forfeiture of performance security

- 61.1 The State Government shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the System Integrator's failure to complete its obligations under the contract. This is without prejudice to the State Government's right to proceed against the System Integrator in the event of the security being not enough to fully cover the loss/damage.

62 Termination of Contract

The State Government reserves the right to cancel the SLA in the event of occurrence of one or more of the following Conditions:

- 62.1 Failure of the System Integrator to accept the SLA.

- 62.2 Delay in services attributable to the System Integrator from the schedule beyond one month despite State Government informing the System Integrator in writing and no improvement is observed.
- 62.3 Serious problems in quality of services and despite NABARD/ State Government informing the System Integrator in writing more than once and no improvement is observed.
- 62.4 In addition to the cancellation of purchase contract, State Government reserves the right to appropriate the damages through encashment of Bid Security / EMD / Performance Guarantee given by the System Integrator .
- 62.5 The Service Provider shall be notified, in writing, about the discrepancies/shortcomings. The Service Provider shall rectify the same within 1 month. Failing to do so, the contract shall be terminated by giving a notice period of 01 month. During the notice period or till the time new Service Provider is finalised by NABARD, shall continue all their functions/operations and shall complete all handing over processes and formalities for the new Service Provider. However, the System Integrator shall not have any right to terminate the Agreement unilaterally.

63 Payment in case of Termination of assignment

The State Government would keep record of any inventory delivered by the System Integrator and payment to the System Integrator shall be released on actual basis after deducting applicable penalty and TDS/other taxes.

64 Penalty for Default in Services

- 64.1 If the System Integrator has not corrected a defect within the time specified in the State Government's notice, a penalty for Lack of performance will be paid by the service provider. The amount to be paid will be calculated as 0.25% of each week of delay or part thereof attributable to the bidder, subject to maximum of 5% of the work indicated in SLA towards the digitisation/support, whichever is applicable for such number of PACS for which notice has been given by the State Government or the agency designated by State Government.
- 64.2 Penalty would not be applicable for delay due to reasons attributable to the State Government/NABARD/StCBs/DCCBs/PACS and Force Majeure. However, it is responsibility of the System Integrator to prove that the delay is attributed to the State Government/NABARD/StCBs/DCCBs/PACS or Force Majeure.
- 64.3 The State Government reserves the right to adjust the penalty and Liquidity damages if any, against any amount payable to the bidder or PBG.

65 Penalty and Liquidated Damages for error/variation

- 65.1 Notwithstanding State Government's right to cancel the order, liquidated damages for delay in completion of milestones and associated deliverables at 0.25% of the contract price per week as part thereof of the unperformed services (other than software installation/operationalisation) subject to maximum of 5% of the contract price.
- 65.2 In case of delay beyond a period of 15 days unless otherwise waived by State Government/ StCB/DCCB. State Government/State Government Agency at its discretion may consider the delay as a ground for termination of the Agreement.
- 65.3 The State Government/ StCB/DCCB reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the State Government to the SI. Any such recovery or liquidated damages shall not in any way relieve the System Integrator from any of its obligations to complete Work or from any other obligations and liabilities under the Contract.
- 65.4 Delays not attributable to System Integrator shall be considered for exclusion for the purpose of computing liquidated damages. The competent Authority to decide in this regard will be State Government/ StCB/DCCB.
- 65.5 The concerned State Government reserves the right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the concerned State Government in addition to recovery of liquidated damages (LD) in terms of the contract, in the event of one or more of the following conditions:
- a. Delay in commencement of the project beyond two weeks after the assignment order or beyond the date by the State in the purchase order.
 - b. Serious discrepancies noted in the inspection.
 - c. Breaches in the terms and conditions of the Order;
- 65.6 NABARD/State Government shall without prejudice to its other rights and remedies under and in accordance with the terms of RFP levy liquidated damages from payments due to the System Integrator . Inability of the System Integrator to the provide requirements as per scope or to meet the timelines as specified would attract liquidated damages. The concerned states shall be entitled to invoke guarantees furnished by the Bidder to the extent of the liquidated damages applicable.
- 65.7 State Government/ StCB/DCCB reserves the right to recover the liquidated damages from any payment to be made under this Contract 'Selection of System Integrators'. The liquidation damages represent a genuine pre-estimate of the loss or damage that concerned state may suffer due to delay of breach in performance of the obligations by the Bidder. It may be further clarified that:
- 65.7.1 The concerned state govt. has the right to enforce liquidated damages by way of set off
 - 65.7.2 Overall liability will be calculated as per applicable laws.

- 65.7.3 NABARD or the concerned state cannot take the responsibility of establishing the reasons for delay, unless delay is attributable to force majeure event, which is provided for under the RFP.
- 65.7.4 If the System Integrator fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the concerned state as compensation and NABARD/ the concerned state can invoke the said Performance Bank Guarantee.
- 65.7.5 If any amendment is made to the contract, the contracting agency shall, within twenty-one (21) days of communication of such amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 65.7.6 The concerned state shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Agreement or for recovery of liquidated damages. Subject to the above sub-clauses, the concerned state shall release the Performance Security without any interest to the agency on completion of the agency's all contractual obligations.
- 65.8 Penalty would not be applicable for delay due to reasons attributable to NABARD or the State Govt. and Force Majeure. However, it is responsibility of the System Integrator to prove that the delay is attributed to NABARD or Force Majeure. In such case, the decision of Competent Authority shall be treated as final.
- 65.9 The concerned state reserves the right to adjust the penalty and Liquidity damages if any, against any amount payable to the Service Provider or PBG.

66 Exit Management

- 66.1 The System Integrator at the end of SLA or termination of SLA before planned contract period for any reason, shall successfully carry out the exit management and transition of this project to the agency identified by State Government to their satisfaction.
- 66.2 The System Integrator shall undertake to complete the following as part of the exit management and transition, complete the updating of all project documents and other artefacts and handover the same before transition.
- 66.3 If the State Government decides to take over the operations of the project on its own or identifies or selects any other agency for providing support services on this project, then System Integrator shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting Training sessions etc.
- 66.4 The exit management and transition will be considered complete based on approval from the State Government.

- 66.5 The State Government may assign or novate all or any part of the Agreement and Schedules/Annexures, and the System Integrator shall be a party to such novation, to any third party as decided by the State Government or StCB/DCCB. Separate Novation Agreement has to be executed with the State Government or StCB/DCCB

67 No Employer-Employee Relationship

The System Integrator during the term of the contract and for a period of five years thereafter shall not without the express written consent of NABARD/State Government, directly or indirectly:-

- 67.1 Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by NABARD/State Government in rendering the services in relation to the contract; or
- 67.2 Induce any person who shall have been an employee or associate of NABARD/State Government at any time to terminate his / her relationship with NABARD/State Government.
- 67.3 Staff deployed by the System Integrator shall never be deemed to be appointed by the State Government nor shall they be governed by NABARD/State Government's service conditions. The System Integrator should ensure statutory and regulatory compliance towards ESIC, EPFO, minimum wage requirements with regard to such staff as may be applicable from time to time.

68 Right of Publicity

Any publicity by the Bidder in which the name of NABARD/State Government is to be used should be done only with the explicit written permission of NABARD/State Government.

69 Force Majeure

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

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

70 Information Security

Bidder will provide an undertaking to comply with the provisions of the Information Security Policy of GoI.

71 Taken / Brought over of Company

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

72 Resolution of Disputes

- 78.1 It will be State Government's endeavour to resolve amicably any disputes or differences that may arise between State Government and the System Integrator from misconstruing the meaning and operation of the tender and the breach that may result.
- 78.2 If any dispute, difference, or question shall at any time arise between the parties regarding the execution of this project or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder on which the decisions of the State Govt. is final and binding, the same shall be referred to arbitration and a final decision after giving at-least 30 days' notice in writing to the other (hereinafter referred to as the Notice for Arbitration) clearly setting out disputes to a sole arbitrator who shall be appointed as hereinafter provided.
- 78.3 For the purpose of appointing the sole arbitrator referred to above, the State Govt. shall send to System Integrator within 30 days of the notice of arbitration a panel of three names of persons who shall be presently unconnected with this organization of the State Govt. or the System Integrator .
- 78.4 The System Integrator shall on receipt of the names as aforesaid select any of the persons so named to be appointed as the sole arbitrator and communicate the same to the State Govt. within 15 days of receipt of the names. The State Govt. shall thereupon without any delay appoint the said person as the sole arbitrator. If the System Integrator fails to communicate such selection as provided above within the period specified, the State Govt. shall make the selection and appoint the sole arbitrator from the panel notified to the System Integrator .

- 78.5 If the State Govt. fails to send to the System Integrator the panel of three names as aforesaid within the period specified, the System Integrator shall send to the State Govt. a panel of three names of persons who shall be unconnected with either party. The State Govt. shall on receipt of the names as aforesaid select any one of the persons and appoint him as the sole arbitrator. If the State Govt. fails to select the person and appoint him as the sole arbitrator within 30 days of the panel and inform the System Integrator accordingly, the System Integrator shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the State Govt.
- 78.6 If the arbitrator so appointed is unable or unwilling to act or refuse his appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.
- 78.7 The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 as in force from time to time. The award of the arbitrator shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the arbitration, the arbitrator shall give a separate award in respect of reference and the award shall be a reasoned award.
- 78.8 The fees, if any, of the arbitrator shall if required to be paid before the award is made and published be paid in equal proportion by each of the parties. The cost of the arbitration including the fees, if any, of the arbitrator shall be directed to be borne and paid by such party or parties the dispute in such manner or proportion as may be directed by the arbitrator in the award.
- 78.9 The State Govt. and the System Integrator also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.
- 78.10 The System Integrator shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by State Government or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator is obtained.
- 78.11 Arbitration proceedings shall be held at State capital or wherever decided by the State Govt., India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 78.12 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at respective States, India only.
- 78.13 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 78.14 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

- 78.15 No conflict between System Integrator and State Govt. will cause cessation of services. Only by mutual consent the services will be withdrawn.

73 Conflict of Interest

- 73.1 NABARD requires the bidders to deliver professional and impartial services and at all times hold NABARD's and State Government's interests paramount
- 73.2 The bidders should strictly avoid conflicts with other assignment or their own corporate interests and act without any consideration for future work
- 73.3 Neither the System Integrator nor any of its personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Project.
- 73.4 A bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- a) have controlling shareholders in common; or
 - b) receive or have received any direct or indirect subsidy from any of them; or
 - c) have the same legal representative for purposes of this bid; or
 - d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid
 - e) of another bidder, or influence the decisions of NABARD or State Government regarding this bidding process; or
 - f) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which it is involved.
- 73.5 NABARD requires that the bidder provides solutions which at all times hold the NABARD's and State Govt.'s interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NABARD/State Government.

- 73.6 Any bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, NABARD/State Government shall execute the bid security declaration signed and agreed by the bidder. In the event of disqualification, if available, as mutually agreed genuine pre-estimated compensation and damages payable to NABARD/ State Government for, inter-alia, the time, cost and effort of NABARD/State Government including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to NABARD/State Government hereunder or otherwise.
- 73.7 Without limiting the generality of the above, a bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if: the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
- (a) where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
 - (b) a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid-up equity shareholding of such intermediary; or
 - (c) a constituent of such Bidder is also a constituent of another Bidder; or
 - (d) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - (e) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - (f) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each-others' information about, or to influence the Application of either or each of the other Bidder; or

(g) there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. The bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

74 IPR Infringement

- 74.1 As part of this project, if the System Integrator /service provider infringes upon the intellectual property rights of any third person, System Integrator /service provider shall be primarily liable to indemnify NABARD/State Government to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by System Integrator /Service provider under this project.
- 74.2 Service Provider shall indemnify, protect and save NABARD/State Government against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of the service provider, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by System Integrator as part of the delivery to fulfil the scope of this project.

75 Indemnity

- 75.1 The System Integrator /SI shall indemnify NABARD/State Government and shall keep indemnified and hold NABARD/State Govt., its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against NABARD/State Govt. as a result of:
- a) NABARD's authorized / bona fide use of the Deliverables and /or the Services provided by the System Integrator under this RFP document; and/or
 - b) An act or omission of the System Integrator , employees, agents, sub-contractors in the performance of the obligations of the System Integrator under this RFP document; and/or
 - c) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the System Integrator , against NABARD/State Govt.; and/or

- d) Breach of any of the term of this RFP document and/or of the agreement to be entered subsequent to this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the System Integrator under this RFP document and/or of the agreement to be entered subsequent this RFP; and/or
 - e) Negligence or gross misconduct attributable to the System Integrator or its employees or sub-contractors.
 - f) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - g) Breach of confidentiality obligations of the System Integrator contained in this RFP document; and/or
 - h) The use of unlicensed and illegal Software and/or allied components by the SI
- 75.2 The System Integrator will have to at its own cost and expenses defend or settle any claim against NABARD/State Govt. that the Deliverables and Services delivered or provided under this RFP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark. in the country where the Deliverables and Services are used, sold or received, provided by NABARD:

76 Limitation of liabilities

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

77 Rights to Visit

- 77.1 All records of the System Integrator with respect to any matters covered by this tender document/ subsequent order shall be made available to NABARD/State Government or its designees at any time during normal business hours, as often as NABARD/State Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- 77.2 NABARD, including its regulatory authorities like Reserve Bank of India etc., and State Govt, Central Govt. reserves the right to verify, through their officials or such other persons as NABARD may authorize, the progress of the project at the site of the System Integrator or where the services are being rendered by the System Integrator .

- 77.3 NABARD and its authorized representatives, including regulator like Reserve Bank of India (RBI) and State Govt, Central Govt shall have the right to visit any of the System Integrator 's premises with prior notice to ensure that data provided by NABARD/ PACS/ DCCB/ StCB/ State Government is not misused. The System Integrator will have to cooperate with the authorized representative/s of NABARD and will have to provide all information/ documents required by NABARD.
- 77.4 Visit shall be conducted during normal business hours and on normal working days after informing the System Integrator in advance.

78 Audit

- 78.1 The System Integrator shall allow NABARD/State Govt., its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.
- 78.2 In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the System Integrator to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.
- 78.3 Audit under this clause shall be restricted to physical files related to the arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the System Integrator in advance.

79 Miscellaneous

- 79.1 The bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures.
- 79.2 The System Integrator would undertake to provide appropriate human as well as other resources (PC/laptop etc.) required, to execute the various tasks assigned as part of the project, from time to time.
- 79.3 NABARD/State Government shall not be held liable for additional costs incurred on contract or for any work performed in connection therewith.
- 79.4 The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. NABARD may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
- 79.5 The System Integrator shall promptly notify NABARD of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.

- 79.6 The bidder shall comply with all the terms and conditions/ stipulations as contained in the RFP and submit a Letter of Conformity (Annexure-XI).
- 79.7 The format for Power of Attorney is given in Annexure- X. The same shall be used by the System Integrator as and when required.
- 79.8 The System Integrator shall submit details of the official nominated by the company as its duly constituted Attorney in Annexure-IV.
- 79.9 **A copy of tripartite Service Level Agreement (SLA) to be executed on award of contract by State Government, StCB/DCCB and System Integrator, is given in Annexure-XXII**
- 79.10 The System Integrator is obliged to give sufficient support to NABARD's staff, work closely with NABARD's or State Govt.'s staff, act within its own authority, and abide by directives issued by NABARD that are consistent with the terms of the order. System Integrator is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours/misconduct.
- 79.11 NABARD reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RFP.
- 79.12 The State Government, StCB/DCCB and the System integrator will nominate a senior staff member to be the principal contact regarding operation of all the agreements relating to this RFP.

80 Confidentiality

Information provided under this RFP and subsequent agreement, if any, is confidential and neither party shall at any time, either during the association or at any time thereafter, divulge either directly or indirectly to any person, firm or company, business entity, or other organization whatsoever.

81 Third Party Rights

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

82 Representation and Warranties

In order to induce State Government/NABARD, the System Integrator shall be deemed to have represented and warranted as follows:

- 82.1 That the System Integrator is a company which meets the requisite eligibility qualifications mentioned in RFP, and it has power and the authority to enter into agreement and provide the services, deliver sought by NABARD/State Government.

- 82.2 That the System Integrator is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of services, systems.
- 82.3 That the representations made by the System Integrator in its bid shall be deemed to continue to remain true and the System Integrator continues to fulfil the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP, unless NABARD/ State Government in writing specifies to the contrary, the System Integrator shall be bound by all the terms of the bid.
- 82.4 That the System Integrator has the professional skills, personnel and resources / authorizations that are necessary for providing services as are necessary to perform its obligations under the bid and the agreement.
- 82.5 That the System Integrator shall ensure that all assets including but not limited to databases, documents, etc. deployed and created during the term of the agreement are duly maintained and suitably updated, upgraded, replaced or substituted with regard to contemporary and statutory requirements.
- 82.6 That the System Integrator shall procure all the necessary permissions, adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep NABARD and State Government, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- 82.7 That all the representations and warranties as have been made by the System Integrator with respect to its bid and agreement are true and correct, and shall continue to remain true and correct throughout the term thereof.
- 82.8 That the execution of the services herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
- 82.9 That there are no legal proceedings pending or threatened against System Integrator or its team which adversely affect/may affect performance under this agreement; and no inquiries or investigations have been threatened, commenced or pending against the System Integrator or its team members by any statutory or regulatory or investigative agencies.
- 82.10 That the System Integrator has the corporate power to execute, deliver and perform the terms and provisions of the agreement and has taken all necessary corporate actions, consents and approvals to authorize the execution, delivery and performance by it of the agreement.

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

Part-6:

Annexures

Annexure I: State wise- List of PACS

Sr. No.	Name of State/UT	Total No. of PACS
1	Andhra Pradesh	2037
2	Andaman And Nicobar Islands	41
3	Bihar	4495
4	Goa	44
5	Haryana	711
6	Himachal Pradesh	870
7	Jammu and Kashmir	537
8	Maharashtra	12000
9	Puducherry	45
10	Tamil Nadu	4529
Total		25309

Disclaimer: *The number of PACS may undergo a change depending upon the willingness of the State Government to join the project and proposal/s submitted by the State Government for sanction under the project.*

Annexure-II: Business Activities Undertaken by PACS

Sr. No.	Activities
I	Agriculture & Banking related Activities
1	Deposit Mobilisation Agency (DMA)
2	Loaning to Agricultural & Allied sector and also rural non-farm sector activities - CC, ST/ KCC, MT,LT, SHGBLP/ Loans to JLGs, Personal loans, Pledge loans, Gold loans/ Jewellery pledge loans, , Vehicle loans, Housing Loans, Loan against deposits, Loans to staff & others against salary, Loans to small & petty business, Safety Lockers, etc.
3	Demand Draft/ NEFT/RTGS
4	Aadhaar Enabled Payment Services
5	ATM
6	Bachat Bank, Pigmy, SHG savings, RD, FD
7	Computerised Passbook
8	Bank B.C
9	Business & Personal Loan
10	Cheque Collection services
11	Crop Insurance/Fasal Bima
12	Pension schemes - mobilisation(agency role on commission basis)
13	Agriculture Inputs Sales - Seeds, Fertilisers & Pesticides/ Cattle feed.
14	Seeds
15	Fertilisers
16	Pesticides
17	Cattle feed/ Fish feed
18	Agro Services Center & Custom Hiring Center of Farm Machinery (Tractor, Power Tiller, Rotavator, Happy Seeder, Diesel Pump)
19	Agricultural Produce Purchase/Procurement operations(on commission basis) for FCI, Campco & other public & private corporates : rice, wheat, maize, ground nut, cotton, soybean, coconut& copra, areca nut, cocoa and pepper
20	Agri Clinic
21	Farm Machinery & Agri Equipment Sales & service including Drip & Sprinkler units, PVC pipes
22	Agri & Horticultural Nursery
23	Agriculture Facilitation Centre(on commission basis) for various government schemes)
24	Agriculture Goods Processing & Grading
25	Agro E Service

26	Agro Service Center & Essential Commodities Sale Purchase
27	Agri-produce Auction Center
28	Coconut Marketing/ Coconut Processing Unit
29	Oil Mill - copra/coconut, ground nut, mustard, sunflower
30	Storage godown for various agri-produce & plantation crops per bag or per quintal basis.
31	Hiring Of Godown on rental basis
32	Agri produce - procurement, marketing and trading - coconut, ginger, pepper, etc.
33	Processing for value addition - Pickle making
34	Dairy - Milk collection, testing, chilling and milk route operations.
35	Dairy - Milk vending business
36	Farmers Clubs promotion
37	Farmers Service Center
38	Fasal Registration
39	Farmer Training
40	Farmers Super Market
41	Fisheries production/ procurement/ marketing units
42	Flour Mill
43	Flower Shop
44	Fruit Processing
45	Grain Mill
46	Rice Huller/ Rice Sheller
47	Honey, Tamarind Sales
48	Insurance Activity
49	Manure Depo
50	Milk Producers Co-Operative Society Ltd.
51	Multipurpose Cold Storage
52	Seed Processing Plant
53	Paddy Combiner - Harvest cum Thresher
54	Rental income from Storage Godown(for Agri-produce)
55	Soil & Water Testing Lab
56	Turmeric Production & Processing Unit
57	Way Bridge
58	Weekly Market/ Rural Haat
II	Other Rural Business Activities
59	Rural Haat & Market Complex
60	Cement Sale
61	Coop. Medical Store/ Jana Oushadi Kendra
62	Mini Super Market

63	RO Water plant - Supply through tank/ Cans/ Package drinking water through bottles
64	Book Binding
65	Stationery, Xerox & Lamination
66	Clothes business
67	Pick-up Van(Passenger)/ Pick-up Truck(Goods)
68	Petrol/ Diesel Outlet
69	Gas distribution agency
70	Building on Rent(for storing the Stocks)
71	Building Materials Depot including Roof sheets
72	Cargo Van
73	Chicken Centre
74	Clinical & Diagnosis Laboratory
75	Commercial Complex
76	Computer Centre & DTP
77	Computer Training Institute
78	Timber Depot
79	Marketing of Forest Produce - Broomsticks, Tez pathha
80	Consumer Stores
81	Consumer Durable Goods
82	Custom Hosiery making (per piece basis)
83	Drilling Machine
84	Stamp Vending including E-Stamping
85	Edible Oil vending
86	Electronics Sales
87	Foam Mattresses
88	Furniture Showroom
89	Garments Trading,
90	Grihalekshmi Home Appliance
91	Hardware Store
92	Handloom
93	Chicken & Meat Outlet
94	Fish and Fish products marketing
95	Fruits & Vegetable vending
96	Rice sale business
97	Tiles & Sanitaries
98	Oil Cake
99	Oil Sales
100	Organic Farming & Sales outlet
101	Café/ Restaurant
102	Patanjali Store/ FMCG Store

103	Earth moving equipment on hire basis
104	Generator on rent basis
105	Rice Mill
106	River Lift Irrigation service to farmer members
107	Furniture Shop
108	Saw-Cum-Venner Mill Activities
109	Whole Sale & Retail Sale
III	Other Service Activities
110	Social Security Pension Distribution
111	Bills payment, Electrical And Water Charges
112	e-Governance/ e-Seva: Birth & Death Certificates, Land records, EC, Residence Certificate, Income/ BPL Certificate, Community Certificate, Legal Heir Certificate, Other Revenue Department related Certificates, etc.
113	Truck rental
114	Health Club services
115	Common Service Centre
116	e-Seva
117	Jana Seva Kendra
118	Public Distribution System (PDS)/ Fair Price Shop/ Ration Shop
119	Travel Agent services - Air/Railways/ Bus Ticketing
120	Ambulance Service
121	Auditorium
122	Tourism Project/ Beach Park (under Lease), Cruise ticketing, etc.
123	Welfare & Charity services
124	Pension disbursement to BPL category families & others
125	Funeral related services
126	Tent house, Chairs, Tables & Utensils - cooking, serving, etc.
127	Dialysis And Diagnostic Centre
128	Food catering service
129	Facility of Function Hall
130	Utility services - Electrical, Plumbing & Carpentry
131	Guest House
132	GST Registration
133	Holiday Home
134	Hiring of Solar Lanterns on Rental basis
135	Health Insurance schemes
136	Kalyana Mandapam

137	Lab for ECG, USG, X Ray, CT Scan, MRI, Dialysis, Blood/Sputum/Urine/Stool tests.
138	Net Café & On-line registration, etc.
139	Pawn Brokers
140	NSC/ KVP Agency services
141	Skill Center
142	Rental Income from Renting Out Rooms
143	Rented Mini Hall To Members
144	Public School
145	Rural Convention Centre
146	Anganavadi Food Supplies
147	Steel, Aluminum utensils & other utility items sales
148	SRTO operations
149	TV & Mobile Service Center & Recharge vouchers
150	Western Union Money Transfer
151	Working Women Hostel

Annexure – III: Bid Forwarding Letter

(To be submitted on Bidder's letter head)

The Chief General Manager
Institutional Development Department
National Bank for Agriculture and Rural Development,
5th Floor, C-24, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Request for Proposal (RFP) for Empanelment of System Integrators for Computerisation of PACS for select States

We, the undersigned, offer to submit our bid in response and accordance with your tender Ref. No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023. The bid is being submitted for _____ (*indicate State/UT name*) of Category-I and _____ (*indicate State/UT name*) of Category-II. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

Further, we agree to abide by all the terms and conditions as mentioned herein in the tender document.

We agree to abide by this offer till 120 days from the date of opening of Commercial Bid.

We hereby agree to participate and abide by the methods of evaluation indicated in the RFP.

We have also noted that NABARD reserves the right to consider/ reject any or all bids without assigning any reason thereof.

We understand that the Bank is not bound to accept any proposal it receives.

Dated at _____ day of _____ 2023.

Yours sincerely,

Date	Signature of Authorized Signatory:
Place	Name of the Authorized Signatory:
	Designation:
	Phone & E-mail:
	Name of the Organisation:
	Seal

Annexure IV: Letter of Authorisation to Bid

Ref No: _____

Date: --/--/

The Chief General Manager
Institutional Development Department
National Bank for Agriculture and Rural Development
5th floor, E Wing, C-24, 'G' Block, Bandra-Kurla Complex
P.B. No. 8121, Bandra (East)
Mumbai - 400 051
Maharashtra

Dear Sir,

Subject: Authorization Letter for submitting bid documents

REF: RFP. No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023

This has reference to your above Request for Proposal (RFP) for Empanelment of System Integrators for select States under Centrally Sponsored Project for Computerisation of Primary Agricultural Credit Societies

._Mr./Mrs./Miss_____ is hereby authorised to submit the bid documents, in sealed/digital format to participate in tender and to sign the contract on behalf of our organisation for all the services / systems/ goods required by the Bank as called for vide the NABARD's request for proposal vide RFP No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023 on behalf of our organization.

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

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

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

Note: 1. This letter of authority should be on the letterhead of the bidder on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in their bid.

Annexure-V: Bidder's Profile

Ref: Your RFP No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023

S.No .	Particulars	Documents to be submitted	Agency's response
i	Name of the Bidder		
ii	Year of establishment		
iii	Ownership of the agency or entity		
iv	Registration number and date of registration	<i>Copy of Registration Certificate.</i>	
v	Registered Office Address		
vi	GST No.	<i>Copy of GST registration Certificate</i>	
vii	PAN No.	<i>Copy of PAN number</i>	
viii	Name of the Authorised Contact Person of Agency		
ix	Contact Number of Authorised Contact Person		
x	Agency's Email id for Correspondence from NABARD		
xi	Correspondence Address		
x	Promotor / Partner / Director details		
a	Name		
b	Designation (Promoter / Director)		
c	Mobile No.		
d	Email id		
xi	Contact Details of Bidders authorized Representative (on whose behalf Letter of Authorisation is issued)		
	Name		
	Designation		
	Mobile No.		
	Email id		
	Specimen Full Signature and initials		
xii	MSE Details		
	Whether Bidder MSE		
	(Yes/No)		
	MSE Registration No		

	Date till which MSE		
	Attested Copy of MSE Certificate attached. (Yes /No)		
xii	EMD Deposit Date (DD-MM-YYYY)		
xiii	EMD Deposit UTR No.		EMD Deposit Receipt
Agency's Bank Account Details			
xiv	Name of the Bank (with which Agency's Account exists)		
xv	Account Name		Attach a copy of the cancelled cheque
xvi	Agency's Bank Account Number		
xvii	IFSC		
xviii	Agency's PAN		Attach a copy of the PAN Card

Annexure VI: Compliance Statement

(To be submitted on Bidder's letter head)

Declaration

Tender No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023

Compliance	Description	Bidder Response (Yes/ No)
Terms & Conditions	We hereby undertake and agree to abide by all the terms and conditions including annexures, corrigendum(s) etc. stipulated by the NABARD in this RFP. (Any deviation may result in disqualification of Bids)	
Scope of Assignment	We certify that the proposal submitted by us is as per the scope of assignment stipulated in the RFP. (Any deviation may result in disqualification of Bids)	

NABARD reserves the right to reject the Bid, if the Bid is not submitted in proper format as per RFP.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Date:

Annexure- VII Compliance Sheet for Pre-Qualification/Eligibility Criteria

(RFP. No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023)

Sr. No.	Basic Requirements	Documentary evidence to be submitted	Provided (Yes/No)	Reference & Page No.
Whether the technical bid submitted is compliant to Clause 17 of the RFP relating to Selection of States in Category-I and II				
1	Legal Entity	The latest registered copy of Memorandum and Articles of Association/ LLP agreement/ society's agreement.		
		Certificate of Incorporation/Registration		
		GST Registration Certificate		
		Copy of PAN Card		
		Letter from Company Secretary/Authorized Signatory/Statutory Auditor of the bidder on bidder's letter head for last three years of operation		
2	Turnover	Audit Balance Sheets of last three FY viz. 2019-20, 2020-21 & 2021-22.		
		CA (Statutory Auditor of the bidder) Certificate exclusively indicating the turnover for the last 3 years, as on 31 March 2022.		
3	Net Worth, EBDITA and PAT	Copy of Balance Sheet and financial statement indicating these items explicitly.		
		CA (Statutory Auditor of the bidder) certificate certifying positive EBITDA, Profit After Tax, Annual turnover and Net worth shall be submitted as per the format given in Annexure-VII (Form A).		
4		Completed projects i. Work Order		

	Experience and Technical Capability	ii. Completion certificate from the client		
		Ongoing projects i. Work Order ii. Phase completion certificate from the client/Statutory auditor (CA) of the bidder.		
		Whether the completion or phase completion certificates from the client has been signed and stamped by the head or authorized personnel of the client		
		Whether the letters indicate the Start and End date of implementation, No. of locations included viz., State, District, Village, type and scope of application/software implementation or work done etc.		
		Whether contact Details of Single Point of Contact (SPoC) has been furnished.		
5	Non-Blacklisting and Non-Debarment	Bidder should submit a declaration to the effect as per the format provided in Annexure-XVI of the RFP.		
		Clean Track Record Declaration as per the format provided in Annexure-IX of the RFP.		
6	Manpower	Self-certification by the authorized signatory with number of staff with technical expertise.		
		Whether no. of specialists with their respective specialization is indicated on the above.		
		Strategy for upscaling team size and experience of scaling up in similar projects in the past		

Authorized signatory:
Designation:
Phone & E-mail:
Name of the Organization:
Seal

Annexure VIII: Technical Bid

RFP for Empanelment of System Integrators for select States under Centrally Sponsored Project for Computerisation of Primary Agricultural Credit Societies

(No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023)

Cover Letter for Technical Bid

To

The Chief General Manager

IDD, NABARD

Head Office, Mumbai

Subject: Submission of the Technical Bid for Selection of System Integrators for PACS Computerisation Project

(REF: Your RFP No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023)

We, the undersigned, offer to provide System Integration services to the PACS of _____ State/s on PACS Computerisation Project in response to your Request for Proposal dated <insert date> and our Proposal.

We are hereby submitting our Proposal, which includes Technical bid and the Commercial Bid uploaded NABARD official website (URL:<https://www.nabard.org/>) and/or NABARD's procurement portal (URL:<https://nabard.eproc.in>)

We hereby mention the following in terms of Clause 17 of the RFP,

Name of the Category-I States/UT for which bid is submitted: _____,_____,_____

Name of the Category-II States/UT for which bid is submitted: _____,_____,_____

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 120 days from the date of opening of commercial bids as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

Location: _____ Date:

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

The bidder has to indicate the name of the state in which they are interested in implementing the project.

1. General Information- Bidder

1	Name of the Bidder			
2	Office Address			
3	Correspondence Address of the Bidder			
3	Status of the Company (corporate / firm / govt. institution)			
4	Details of Incorporation of the Company	Date:		
		Ref.		
5	Details of Commencement of Business	Date:		
		Ref.		
8	Permanent Account Number (PAN)			
9	Corporate Identification Number (CIN)			
10	Goods and Service Tax (GST) Registration			
11	Name & Designation of the contact person to whom all references shall be made regarding this tender			
12	Telephone No. (with STD Code)			
13	E-Mail of the contact person:			
14	Mobile No. of the contact person:			
15	Website			
16	Financial Details (as per audited Balance Sheets) (in Cr)			
17	Financial Year	2021-22	2020-21	2019-20
18	Net Worth			
19	Turn Over			
20	Profit After Tax			
21	EBITDA			
22	EMD Deposit Date (DD-MM-YYYY)			
23	EMD Deposit UTR No. (EMD Deposit Receipt to be attached)			

2. Bank Account Details

Bidder's Bank Account Details			Supporting documents to be attached
xix	Name of the Bank (with which Bidder's Account exists)		
xx	Account Name		Attach a copy of the cancelled cheque
xxi	Bidder's Bank Account Number		
xxi	IFSC		
xxi	Bidder's PAN		Attach a copy of the PAN Card

3. General Information

S.No	Particulars	Response	Supporting Documents required to be scanned & uploaded
i	Bidder is Registered under which Act?		A copy of Registration/ Incorporation Certificate
ii	Number of Offices in India (including Head Office, State Offices, Field Offices, etc.)		Provide address proof of offices located in India (Max 5)
iii	Audited Balance Sheet and Profit & Loss Account for the last three years		
iv	Annual Turnover of the Bidder in last three financial years (FY 2019-20, 2020-21 and 2021-22) : (₹ crore)		A one-page certificate by the Chartered Accountant in the enclosed Proforma (Form A)*, indicating the Annual Turnover for the mentioned years.

v	Whether the Bidder has been currently blacklisted/debarred by any bank, Government , Semi Government Organizations or their agencies/ departments, Institutions in India or abroad as on the date of submission of bid for this RFP? (YES/NO)		Provide details in Annexure-XVI
---	---	--	--

Note: CA certificate certifying positive EBITDA/PAT/ Turnover/Net worth should be submitted, irrespective of presence of audited financial for the year 2021-22.

4. Technical details

Technical capacity	Details
Provide previous experience details (in not more than 500 words)	
Number of skilled professionals and ground level functionaries capable of understanding training by NLPSV and support computerization and migration and other steps as specified in the RFP. (in not more than 500 words)	
Describe the ability to digitize data, migrate data, install software, provide inputs for customization and ensure coordination with NLPSV (in not more than 500 words)	
Capacity to provide training, handholding and setup support centers (in not more than 500 words)	
Describe capacity to facilitate and support to PACS with various levels of escalations of problems. (in not more than 500 words)	

5. Past Experience:

S.N	Experience	Supporting documents to be submitted
i.	<p>Deployed/Provided to BFSI sector entity/ies:</p> <p>Experience of bidders in providing IT solutions/ IT support and maintenance services during the last ten years (since 01 Oct 2012).</p>	<p>Completed projects</p> <ol style="list-style-type: none"> 3. Work Order 4. Completion certificate from the client <p>Ongoing projects</p> <ol style="list-style-type: none"> 3. Work Order 4. Phase completion certificate from the client/CA (Statutory Auditor of the bidder) <p><i>Note:</i></p> <ol style="list-style-type: none"> 1) The completion or phase completion certificates from the client shall be signed and stamped by the head or authorized personnel of the client or the statutory auditor of the bidder. 2) The letter must indicate the Start and End date of implementation, No. of locations included viz., State, District, Village, type and scope of application/software implementation or work done etc. 3) Contact Details of Single Point of Contact (SPoC) should also be furnished.
ii.	<p>Deployed/Provided to non- BFSI sector entity/ies:</p> <p>Experience of bidders in providing IT solutions/ IT support and maintenance services during the last ten years (since 01 Oct 2010).</p>	Same as above
iii.	Experience of the bidder for the project mentioned at point no. (i) to (iii) above in the States where bids have been submitted. (optional)	Proof of work as given above
iv.	PMP or PRINCE 2 certification/RHCE or RHCSA certification or CMMI certification	<p>Certification issued by an accreditation body (listed on International Accreditation Forum website)</p> <p>Copy of the same is to be attached</p>
v.	Approach and methodology	Detailed approach and methodology -1000 words
vi.	Total no of manpower on payroll	Self undertaking on the letterhead of the bidder

S.N	Experience	Supporting documents to be submitted
vii.	Maximum number of resources that will be made available for project implementation for the no. of PACS in the state bid for & per PACS, per item of work given in project timelines.	Self-declaration certificate on the letter head of the company.

6. Work plan and timeline

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

7. Presence of a physical support centre in the states for which the bids have been submitted, if any.

8. Executive Summary

As mentioned at Clause no. 23 of the RFP.

Authorized signatory:

Designation:

Phone & E-mail:

Name of the Organization:

Seal

**Form A: CHARTERED ACCOUNTANT'S CERTIFICATE
(STATUTORY AUDITOR OF THE BIDDER'S CERTIFICATE)**

(On letterhead of the Chartered Accountant's Firm)

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

Financial Year	Income/ Turnover (₹ crore)	Net Worth (₹ crore)	EBITDA (₹ crore)	PAT (₹ crore)
2019-20				
2020-21				
2021-22				

Name and Signature (with stamp):

Membership number:

Name of the Firm:

Firm Registration Number (FRN) of the Firm:

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

Annexure IX: Summary of work order

(RFP. No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023)

S.No	Criteria	Details	Details
1	Deployed/Provided to BFSI sector entity/ies: Experience of bidders in providing IT solutions/ IT support and maintenance services during the last ten years (since 01 Oct 2010).	List of the work order submitted with technical bid for marking	Start date, End date, Project Value, Extension certificate (if any) to be indicated as per the requirement already mentioned at point no. 5 of Technical Bid in a readable format with proper indexing, page numbers, cross references. Please also submit the details as per Form-B .
2	Deployed/Provided to Non-BFSI sector entity/ies: Experience of bidders in providing IT solution/IT support and maintenance during the last ten years (since 01 Oct 2010).	List of the work order submitted with technical bid for marking	Inadequate references are liable to be rejected. Wherever additional documents are sought as supplementary information through NABARD's eproc portal only that particular information to be submitted.
3	Of the projects mentioned at (i) and (ii) above, experience of bidders in providing data digitization/data migration/integration services in last 12 years (since 01 Oct 2010).	List of the work order submitted with technical bid for marking	
4	Experience of the bidder for the project mentioned at point no. (i) and (ii) in the States bidder has applied for	List of the work order submitted with technical bid for marking	
5	Key personnel with PMP/ PRINCE 2/ RHCE/ RHCSA/ CMMI certification	List of the certificate submitted for marking	Issuance and Expiry date of the Certificate shall be clearly indicated.

Form -B: Details of work order required for technical evaluation purpose

To be certified by CA (Statutory Auditor) with seal, Sign & registration number.

i. Deployed/Provided to BFSI sector entity/ies											
S. No	Name of the Work Order	Work Order issue Date	Contract Date	Project Start Date	Project End Date (write 'ongoing' if not completed)	Contract period	Model (OPEX/CAPEX/specify if others)	Project Value/ Payment value in case of OPEX as per Statutory auditor /Client certificate till 30 Sept 2022	Extension, if any, specify extended date	Whether extension letter submitted, if applicable	Client Certificate submitted (Yes/No), mention S.No/Page No.
1											
2											
..											
ii. Deployed/Provided to Non-BFSI sector entity/ies											
S. No	Name of the Work Order	Work Order issue Date	Contract Date	Project Start Date	Project End Date (write 'ongoing' if not completed)	Contract period	Model (OPEX/CAPEX/specify if others)	Project Value/ Payment value in case of OPEX as per Statutory auditor /Client certificate till 30 Sept 2022	Extension, if any, specify extended date	Whether extension letter submitted, if applicable	Client/ Statutory Auditor's Certificate submitted (Yes/No), mention S.No/Page No.
1											
2											
..											

iii. Of the projects mentioned at (i) and (ii) above, experience of bidders in providing data digitization/data migration/integration services

S. No	Name of the Work Order	Work Order Issue Date	Contract Date	Project Start Date	Project End Date (write 'ongoing' if not completed)	Contract period	Model (OPEX/CAPEX/specify if others)	Project Value/ Payment value in case of OPEX as per Statutory auditor /Client certificate till 30 Sept 2022	Extension, if any, specify extended date	Whether extension letter submitted, if applicable	Client/ Statutory Auditor's Certificate submitted (Yes/No), mention S.No/Page No.
1											
2											
...											

iv. Experience of the bidder for the project mentioned at point no. (i) and (ii) in the States bidder has applied for

S. No	Name of the Work Order	Work Order Issue Date	Contract Date	Project Start Date	Project End Date (write 'ongoing' if not completed)	Contract period	Model (OPEX/CAPEX/specify if others)	Project Value/ Payment value in case of OPEX as per Statutory auditor /Client certificate till 30 Sept 2022	Extension, if any, specify extended date	Whether extension letter submitted, if applicable	Client/ Statutory Auditor's Certificate submitted (Yes/No), mention S.No/Page No.
1											
2											

..											
v. Certification											
S. N o	Nam e of the Certi ficate	Na me of the age nc y to wh om it ha s be en iss ue d	Issu e Dat e	Expiry Date							
1											
2											
...											
..											

Annexure X: Commercial Bid

Request for Proposal (RFP) for Empanelment of System Integrators for select States under Centrally Sponsored Project for Computerisation of Primary Agricultural Credit Societies

(RFP. No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023)

Name of the State:

Per PACS Quote-

S.No	Description * (Per PACS basis for a single state)	Amount in Rs. (Inclusive of GST)
i.	One time Cost for Data preparation, Digitisation, Verification till final reconcillitaion and Porting into the ERP solution for operationalistaion of software including its installation/deployment	
ii.	Handholding and Support	
iii.	Total (Final Commercial Bid) Inclusive of applicable GST	

The per PACS total Commercial Bid is Rupees _____ (Rs.____)

Note:

- 1. The bidder shall select the state/s, for which bid is being submitted, on the eproc portal and submit the bid details therein.**
- No conditions should be stipulated in the commercial bids. Conditional bids shall be rejected.
- The total amount quoted (S.N. 'iii') will be the basis for determining the lowest bidder.
- Payment shall be on pro-rata basis payable quarterly.
- Payment under Handholding & Support will be given quarterly basis till the sunset date. Calculation of the quarters will be done from the date of on-boarding of PACS.
- Payment will be made as per the payment terms mentioned in this RFP.
- Total cost must be quoted in Indian Rupees and in WORDS AND FIGURES.
- In case of any discrepancy, amount quoted in words will be considered.
- Prices quoted by the bidder are inclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST). GST will be paid on actual on production of original invoice.
- Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. While any increase in the rates of applicable taxes or impact of new taxes imposed by the Central or State Governments of India, subsequent to the submission of commercial Bid shall be borne by State Government, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to State Government in its favour. This will remain applicable throughout the Contract Period.
- The financial by the states shall be based on the above Financial Proposal.

12. No escalation on any account will be payable on the above amounts.

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

Annexure- XI: Declaration of Clean Track Record

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

Date:

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

Dear Sir,

Declaration Regarding Clean Track Record

I have carefully gone through the Terms & Conditions contained in the No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023 regarding Empanelment of System Integrators for select States for Computerisation of PACS. We hereby declare that our company/ firm has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations as on date of submission of the bid.

Thanking you,

Yours sincerely,

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

Annexure –XII: Power of Attorney

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

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

Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘National Bank for Agriculture and Rural Development’ (“NABARD”) relating to Request for proposal RFP No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023 for ‘**Empanelment of System Integrators for computerisation of PACS**’ and to attend meetings and hold discussions on behalf of the Company with NABARD in this regard.

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

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

For and on behalf of the Board of Directors of

WITNESS:

Signature of _____

Attested

Annexure –XIII: Letter of Conformity

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

Date:

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

Dear Sir,

RFP for Empanelment of System Integrators for select States under Centrally Sponsored Project for Computerisation of Primary Agricultural Credit Societies

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by NABARD. NABARD is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and NABARD's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

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

Thanking you,

Yours sincerely,

Date

Signature of Authorized Signatory ...

Place

Name of the Authorized Signatory ...

Designation ...

Name of the Organization ...

Seal ...

Annexure –XIV: EMD / Bid Security Form

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER of requisite value)

To: National Bank for Agriculture and Rural Development

WHEREAS (Name of Bidder) (hereinafter called the ‘the Bidder’) has undertaken, in pursuance of Request for Proposal (RFP. No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023) for “**Empanelment of System Integrators for Computerisation of PACS.** (Herein after called the ‘the RFP’) to you.

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

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

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 ₹ ----- (----- only).by reason of any breach of the terms of the RFP dated ---- by Bidder. We hereby agree that the decision of the 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 Bidder 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 Bidder;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Bidder;
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 BIDDER 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 BIDDER;
- 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 Bidder;
- 7. any petition for the winding up of the BIDDER 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 Bidder 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 (Bidder’s Bank)

.....

Date.....

Address

.....

.....

Annexure-XV: Details of EMD/Bid Security

(To be submitted on Bidder's letter head)

Tender No. RFP. No. NB. HO. IDD/394/Pol-o6-PC-7/ 2023-24 dated 21 June 2023.

S.No	State Name	EMD/Bid Security amount
1		
2		

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Date:

Annexure-XVI: Bank Guarantee Form for Performance Security

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

WHEREAS (name and address of the System Integrator) (hereinafter called –the System Integrator) has undertaken, in pursuance of RFP No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023 to offer **“Empanelment of System Integrators for Computerisation of PACS for select State”** AND WHEREAS it has been stipulated by you in the said contract that the System Integrator shall furnish to State Government with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract; AND WHEREAS we have agreed to give the System Integrator such a bank guarantee;

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

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

We hereby waive the necessity of your demanding the said debt from the consulting System Integrator before presenting us with the demand.

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

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

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

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

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

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

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

.....

Name and designation of the officer

.....

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

Annexure XVII: Pre Bid Integrity Pact

On non-judicial stamp paper of ₹200/-

Between

National Bank for Agriculture and Rural Development (NABARD)

hereinafter referred to as “**The Principal**”

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for NABARD for the “RFP for Empanelment of System Integrators for select States under Centrally Sponsored Project for Computerisation of Primary Agricultural Credit Societies” on a Turnkey basis. The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABARD is

Dr. Sanjay Kumar Panda, IAS (Retd.)

515, Ward No. 3

Sideshwar Sahi

Cuttack City, Cuttack district

Odisha 753 008

Email:sanjaypandaias@gmail.com

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

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

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

(For & On behalf of the Principal)

(For & on behalf of the Bidder/contractor)

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:

Name: _____

Address: _____

Witness 2:

Name: _____

Address: _____

Annexure XVIII: Non Blacklisting and Non Debarment Declaration

(RFP No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023)

Dear Sir,

In the case of Company:

We have carefully gone through the above referred RFP and its Terms & Conditions contained. We hereby declare that our company/ firm is not debarred / blacklisted on the date of submission of bid for this RFP by any bank, Government, Semi Government Organizations or their agencies/ departments, Institutions in India or abroad. We further certify that the undersigned is the competent official in our company to make this declaration.

(In case the company/ firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same in the format given below)

S.No.	Country in which the company is debarred/ blacklisted / case is pending	Blacklisted / debarred by bank, Government, Semi Government Organizations or their agencies/ departments, Institutions	Reason	Since when and for how long

Place: Signature of Authroised Signatory: _____

Date: Name of Authroised Signatory: _____

Annexure- XIX Bid Security Declaration

(RFP No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023)

(On Bidder's letter head)

(Date and Reference)

To

The Chief General Manager

NABARD

Head Office, Mumbai

Subject: Bid Security Declaration

We, the undersigned, declare that:

We understand that, accordingly to your conditions, bids must be supported by a Bid-Security Declaration. We accept that we will be automatically suspended from being eligible for bidding in any contract with NABARD for the period of 2 years, if we are in breach of our obligation(s) under the bid conditions, if we:

- (a). Are engaged in any of the prohibited (fraud and corrupt) practice specified in the RFP.
- (b). Withdraw our Bid during the period of bid validity as specified in the RFP document and as extended by the Bidder from time to time.
- (c). Are found to have a conflict of interest.

Signed: [(Signature, name, and designation of the authorized signatory)]

Annexure –XX: Non-Disclosure Agreement

(RFP No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023)

This Non-Disclosure Agreement made and entered into at this..... day of 2023 BY AND BETWEEN Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (Hereinafter referred to as the Service provider which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART.

AND

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

The Service provider and State Government are hereinafter collectively referred to as “the Parties “and individually as “the Party”

WHEREAS:

1. NABARD is engaged in developmental financial activities and has floated a **Request for Proposal for Selection of System Integrators** the scope and deliverables of which is specified in Section 18 & 20 of this RFP. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the service provider some Confidential Information (as hereinafter defined), to enable the service provider to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The Service Provider is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.
3. The Service Provider is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.
5. Receiving Party means who receives the confidential information.
6. Disclosing Party means who discloses the confidential information.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and NABARD granting the Service providers and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information

(i) “Confidential Information” means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the Service provider during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Service provider to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";

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

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

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

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

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

Confidential Information does not include information which:

(a) Is or subsequently becomes legally and publicly available without breach of this Agreement.

(b) was rightfully in the possession of the Service provider without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.

(c) was rightfully obtained by the Service Provider from a source other than NABARD without any obligation of confidentiality,

(d) was developed by for the Service provider independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event Service provider is legally compelled to disclose any Confidential Information, Service provider shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. Service provider shall not disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service provider will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure

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

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

- a) Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or

- c) Business processes and procedures; or
- d) Current and future business plans; or
- e) Personnel information; or
- f) Financial information.
- g) Capital adequacy computation workings

3. Publications

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

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Service provider hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Service provider further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The Service provider agrees and undertake to treat Confidential Information as confidential for a period of [Six (6)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

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

6. Return of Confidential Information

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

7. Remedies

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

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

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

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

a. Suspension of access privileges

b. Change of personnel assigned to the job

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

d. Termination of contract

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

8. Entire Agreement, Amendment, Assignment

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

9. Miscellaneous

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

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

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

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

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

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

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

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

10. Suggestions and Feedback

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

11. Governing Law

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

12. General

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

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

BUYER

Name of the Officer

Designation

NABARD

BIDDER

Chief Executive Officer

Organisation

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Annexure-XXI: Indemnity Bond

(On Rs.100/- Stamp Paper)

KNOW all men by these presents that I, Shri.....of M/s

.....do hereby execute Indemnity Bond in favor of National Bank for Agriculture and Rural Development (NABARD), having their Head Office at C-24, 'G' Block, Bandra Kurla Complex Rd, Bandra East, Mumbai, Maharashtra 400051 and M/s..... having their office at on this day of..... 2023. WHEREAS NABARD have appointed M/s.....as the Project Consulting Agency for their proposed work relating to“.....”

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/shereby do Indemnify, and same harmless NABARD against and from

1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us.
2. Any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
4. Any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/shas set his/their hands on thisday

of 2023.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

(1)

(2).....

Annexure- XXII Check List**(RFP No. NB. HO. IDD/394/Pol-06-PC-7/ 2023-24 dated 21 June 2023)****Documents to be submitted by the bidder at the time of bid Submission**

S.No	Specific Requirements	Documents required	Submitted (Yes/No)	Reference & Page number
1	Bid Forwarding Letter	As per Annexure-III		
2	Letter of Authroisation	As per Annexure-IV		
3	Bidder/Prime Bidder's Profile	As per Annexure-V		
4	Compliance Statement	As per Annexure-VI		
5	Compliance sheet	As per Annexure-VII		
6	Technical Bid with covering letter	As per Annexure-VIII & Form –A		
7	Summary of work order	As per Annexure-IX & Form B		
8	Commercial Bid	As per Annexure-X		
9	Declaration of Clean Track Record	As per Annexure-XI		
10	Power of Attorney	As per Annexure-XII		
11	Letter of Conformity	As per Annexure-XIII		
12	EMD/Bid Security Form	As per Annexure-XIV		
13	Details of EMD/Bid Security	As per Annexure- XV		
14	Bank Guarantee Form for Performance Security (if applicable)	As per Annexure-XVI		
15	Pre Bid Integrity Pact	As per Annexure- XVII		

16	Non Blacklisting and Non Debarment Declaration	As per Annexure- XVIII		
17	Bid Security Declaration	As per Annexure-XIX		
18	Non-disclosure agreement	As per Annexure-XX		
19	Indemnity Bond	As per Annexure-XXI		
20	Check list	As per Annexure-XXII		

Authorized signatory:

Designation:

Phone & E-mail:

Name of the Organization:

Seal

Annexure XXIII: Service Level Agreement

(to be executed on non-judicial stamp paper of value as applicable for the State)

THIS AGREEMENT is made on this the <<'Day'>> day of <<'Month'>> 20 ----- at <<'Location'>>, India.

BETWEEN

----- having its office at -----
----- India hereinafter referred to as '**<<'State Government'>>** represented herein by its authorized representative << name of the signatory>> , << designation of the signatory>>, which expression shall, unless the context otherwise requires, include its permitted successors and assigns) ;

AND

----- (**Name of the StCB**) having its office at -----
----- India hereinafter referred to as '**<<'StCB/DCCB ' >>** represented herein by its authorized representative << name of the signatory>> , << designation of the signatory>>, which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<<'Implementing Agency Full Name'>>, a Company incorporated under the Companies Act, 1956/ 2013 **or** a society formed under any Society Act of State in India or Central Act **or** Partnership firm /LLP registered in India under Partnership Act 1932/2008 **or** Proprietorship firm registered in India under the companies act 1956/2013 , having its registered office at <<'Location'>> (hereinafter referred to as '**the <<'System integrator'/'SI'>>** represented herein by its authorized representative << name of the signatory>> , << designation of the signatory>>, which

expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHEREAS:

<<'State Government'>> is desirous to implement the project of PACS Computerisation in _____no. of PACS (*Mention the no. of PACS approved by MoC, GoI*) in the State of << name of the State>>.

<<State Co-Operative Bank>> is the "designated agency" by State Government or " StCB / DCCB " / " SDA " to implement and monitor the project of PACS Computerisation in _____no. of PACS (*Mention the no. of PACS approved by MoC, GoI*) in the State of << name of the State>>.

<<System Integrator>> is the "Service Provider", which will perform the role of "System Integrator" under the Centrally Sponsored Project for Computerisation of PACS.

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

1 Definitions and Interpretation

1.1 Definitions

Terms and expressions used in this Agreement (including the Introduction shall have the meanings set out in Schedule-I of the SLA.

1.2 Interpretation

In this Agreement, unless otherwise specified:

- (a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;
- (b) use of any gender includes the other genders;
- (c) references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (f) any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (g) references to a '**business day**' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <<'State'>> are generally open for business;
- (h) references to times are to Indian Standard Time;
- (i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- (c) as between any value written in numerals and that in words, the value in words shall prevail

2 Roles and Responsibilities of the Parties:

- a. The System Integrator hereby agrees to provide and perform for the State Government/ StCB/DCCB those services set forth on schedule-III of this contract and in the RFP (Ref. No. NB.HO.IDD/___/Pol-6/2023-24) dated _____ and Project guidelines for ‘Centrally Sponsored Project for Computerisation of PACS’ regarding empanelment of System Integrator. System Integrator shall devote its best efforts to the performance of the afore said services and to such other services as may be reasonably requested by the <<State Government>> or <<StCB/DCCB>>.
- b. The State Government shall award the work under the signature of the Competent Authority to the System Integrator and hereby agrees to provide overall direction, guidelines and mechanism of implementation of the project. State Government is responsible for implementation, overall supervision and monitoring of the project through StCB/DCCB.
- c. The “State Cooperative Bank” is the “StCB/DCCB” (SDA), which is designated by the state government for implementation of the project. “StCB/DCCB ” hereby agrees to facilitate the State Government and provide supporting role to the System Integrator in performing their roles for the implementation of this project as set forth in the Project guidelines and RFP. One of the important role of the SDA is to make payment(s) to the SI(s) as set out at clause 22 of the RFP.

3 Structure

This SLA shall operate as a legally binding services agreement specifying terms which apply to the Parties in relation to the provision of the Services by the <<*System integrator*>> to the State Government and its designated agency under this SLA.

4 Objectives of this SLA

The <<System Integrator>> shall be required to ensure that Service Levels as mentioned in Schedule II are met in order to ensure that the objectives of the Centrally sponsored project for computerization of PACS, which are as under, are achieved

- (a) To bring in efficiency, accountability, transparency at PACS and improve profitability.
- (b) To bring in accuracy and uniformity in the conduct of business, accounting with entries originating at the transaction level and reporting thereof through standardization of processes, implementation of Common Accounting System (CAS), Generation of consolidated Financial Statements, Management Information System (MIS), Generation of reports at National Level, State level and as per the requirement of other stakeholders such as NABARD, GoI/NABARD/ State Govts.,

etc. and Geographic Information System (GIS)/ Geo-tagging of PACS infrastructure and compliance to stipulations.

- (c) To transform PACS into multi service entities offering to members in particular and the rural population in general, an array of services covering agriculture and allied activities; financial and non-financial products.
- (d) To seamlessly connect PACS with the higher-tier institutions and Government departments in the domains of agriculture, banking and rural development for dissemination of knowledge to grassroots.
- (e) To seamlessly on-board PACS onto National Level PACS Software (NLPS)
- (f) To leverage on the unique strength of PACS captive member base to design and offer personalized products and services and thereby improve the socio-economic landscape of rural India.
- (g) To ensure accurate delivery of funds and subsidies through DBT to the targeted beneficiary groups.
- (h) To enable PACS to integrate onto various GoI's platforms which are operational or which may become operational in future such as 'JanSamarth, e-NAM, etc.
- (i) To enable PACS to provide doorstep banking services to facilitate easier access to banking services.
- (j) To enable PACS to utilize digital acceptance infrastructure like Point of Sale (POS)/mobilePOS (mPOS)/ QR Code Readers/Green Pin solution /BHIM

AADHAR pay device etc. in the establishments run by PACS like fertilizer shops, Seed Processing units etc., to facilitate cashless/digital transactions.

- (k) To expand financial services to unbanked villages / areas, improve the overall performance and efficiency of PACS and Short Term Cooperative Credit Structure, increase rural employment opportunities and reduce migration to urban areas.
- (l) To enable PACS to efficiently integrate into agri value chain through e-commerce platforms.
- (m) Improving the efficiency of implementation of PACS Computerisation Project.
- (n) To install software, implement digitization and migration of PACS data.
- (o) Provide handholding and support services to PACS.
- (p) To facilitate NLPSV with the testing of the software
- (q) To document the implementation process of System Integrator at every PACS

To meet the aforementioned objectives the <<'System integrator'>> will provide the Service Levels in accordance with the performance metrics as set out in detail in this Agreement.

5 Scope of SLA

The detailed Service Levels have been set out in Schedule II to this Agreement.

This Agreement shall ensure the following:

- (a) Establishment of mutual responsibilities and accountability of the Parties; Definition of each Party's expectations in terms of services provided; Establishment of the relevant performance measurement criteria; Definition of the availability expectations;
- (b) Define Service levels and penalties
- (c) Definition of the escalation process;
- (d) Establishment of trouble reporting single point of contact; and Establishment of the framework for SLA change management
- (e) Establishment of the various Services to be provided by the System Integrator and the Service Levels of each of these services

The following parties are obligated to follow the procedures as specified by this Agreement:

- I. <<State Government>>
- II. << State Co-operative Bank>>
- III. <<'System integrator'>>

6 Agreement Owners

The following personnel (*Names of respective head*) shall be notified to discuss the Agreement and take into consideration any proposed SLA change requests.

Name	Title	Telephone	Email
<< State Government>>	Authorised Representative, <<'State Government'>>	Telephone << SG>>	Email << SG>>
<< State Co-operative Bank>>	Authorised Representative, <<'StCB/DCCB'>>	Telephone << SDA>>	Email << SDA>>
<<'System integrator'>>	Authorised Representative, <<'System integrator'>>	Telephone << SI>>	Email << SI>>

7 Contact List

In the event that there is any change in the listed contacts, the same shall be communicated and updated prior to such change occurring. The Single Point of Contact ("**POC**") for the <<'System integrator'>> shall be <<'POC Name'>> and will be available 24X7.

The following personnel will be the POCs from all the parties:

Name	Title	Telephone	Email
<< State Government>>	Authorised Representative, <<'State Government'>>	Telephone << SG>>	Email << SG>>
<< State Co-operative Bank>>	Authorised Representative, <<'StCB/DCCB'>>	Telephone << SDA>>	Email << SDA>>
<<'System integrator'>>	Authorised Representative, <<'System integrator'>>	Telephone << SI>>	Email << SI>>

8 Conditions Precedent & Effective Date

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, <<State Government>>/ <<'StCB/DCCB'>> may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the <<'System integrator'>>.

The <<'System integrator'>> shall be required to fulfill the Conditions Precedent in which is as follows:

- I. to provide a Performance Security/Guarantee and other guarantees/ payments as and when required to the <<'StCB/DCCB'>> or its nominated agencies; and
 - II. to provide the <<'StCB/DCCB'>> or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the <<'System integrator'>>.
- (a) **Conditions Precedent of the <<'StCB/DCCB'>>**

The <<'StCB/DCCB'>> shall be required to fulfill the Conditions Precedent in which is as follows:

- I. Provide access to the PACS with due authorization
- II. Ensure availability of the PACS related documents necessary for performance of work under the project and provide access of the same to the SI(s).

9 Obligations under the SLA

- i. In relation to this SLA; each of the Parties shall observe and perform the obligations set out herein.
- ii. **Change of Control**
 - (a) In the event of a change of control of the <<'System integrator'>> during the Term, the <<'System integrator'>> shall promptly notify <<'State Government'>> and <<'StCB/DCCB'>> of the same in the format as prescribed by the State Government or StCB/DCCB respectively.
 - (b) In this event, the <<'StCB/DCCB'>> or its nominated agencies may within _____ (*preferably 30 days*) days of becoming aware of such change in control, require a replacement of existing Performance bank Guarantee furnished by the <<'System integrator'>>.
 - (c) If such a guarantee is not furnished within _____ (*preferably 30 days*) days of the <<'State Government'>> or <<'StCB/DCCB'>> requiring the replacement, the <<'State Government'>> or <<'StCB/DCCB'>> may exercise its right to terminate the SLA and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
 - (d) Pursuant to termination, the effects of termination as set out in Clause 33 of this Agreement shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the <<'System integrator'>> shall not be deemed an event of a change of control for purposes of this Clause.

iii. **Obligation of the Parties**

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties under this Agreement shall commence from the fulfillment of the Conditions Precedent as set forth above.

iv. **Extension of time for fulfilment of Conditions Precedent**

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.

For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the <<'System integrator'>> linked to the delay in fulfilling the Conditions Precedent.

v. **Non-fulfilment of the <<'System integrator'>>'s Conditions Precedent**

- I. In the event that any of the Conditions Precedent of the <<'System integrator'>> have not been fulfilled within ____ (*preferably 30*) days of signing of this Agreement and the same have not been waived fully or partially by <<'StCB/DCCB'>> or <<State government>>, this Agreement shall cease to exist;
- II. In the event that the Agreement fails to come into effect on account of non-fulfilment of the <<'System integrator'>>'s Conditions Precedent, the <<'StCB/DCCB'>> or <<State Government>> shall not be liable in any manner whatsoever to the <<'System integrator'>> and the <<'StCB/DCCB'>> shall forthwith forfeit the EMD.
- III. In the event that possession of any of the <<'StCB/DCCB'>> or <<State government>> facilities has been delivered to the <<'System integrator'>> prior to the fulfilment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to <<'StCB/DCCB'>> or State Government, free and clear from any encumbrances or claims.

10 Commencement and Duration of this Agreement

Agreement shall commence on the date on which it is executed by the State government and SDA and the System integrator (hereinafter the “**Effective Date**”) and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the sunset date of the project i.e. 31 March 2027.

11 Exclusions to the Agreement

This Agreement shall not govern the following services:

- I. System integrator's business processes not related to the Project.
- II. State Government's affairs not related to the Project.
- III. StCB/DCCB (SDA)'s affairs not related to the Project.

12 Terms of Payment and Penalties

- I. In considerations of the services and subject to the provisions of this Agreement, the <<SDA>> shall pay the amounts in accordance with the Terms of Payment as mentioned in Schedule V.
- II. For the avoidance of doubt, it is expressly clarified that the <<StCB/DCCB>> may also calculate a financial sum towards the penalty (ies) and the same shall be debited against the terms of payment as defined in the Terms of Payment Schedule (Schedule V) as a result of the failure of the System integrator to meet the Service Levels set out as Schedule II of this Agreement, such sum being determined in accordance with the terms of the set out as Schedule II of this Agreement.

13 Updating of this Agreement

- I. The Parties anticipate that this Agreement shall need to be re-evaluated and modified to account for changes in work environment and technology from time to time. Hence they hereby agree to revise the terms of the Agreement on an annual basis.
- II. The Parties hereby agree upon the following procedure for revising this Agreement:
 - A. Any and all changes to this Agreement will be initiated in writing between the <<State Government or SDA>> and the System integrator, The service levels in this Agreement shall be considered to be standard for the <<State Government or SDA>> and shall only be modified if all Parties agree to an appended set of terms and conditions;
 - B. Only the <<State Government or its SDA>> or the System integrator may initiate a revision to this Agreement;
 - C. A notice of the proposed revision ("**SLA Change Request**") shall be

served to the <<State Government or SDA>> or the System integrator as the case may be;

- D. The SLA Change request would be deemed to be denied in case it is not approved within a period of _____(*preferably 30 days*) days;
- E. In the event that <<State Government or SDA>>/System integrator approves of the suggested change the change shall be communicated to all the Parties and the SLA Change request would be appended to the Agreement;

The <<State Government or SDA>>/ System integrator shall update and republish the text of Agreement annually to include all the SLA Change Requests that have been appended to the Agreement during the course of the year.

14 Representations and Warranties

1. Representations and warranties of the <<'<<System integrator>>'>>

In addition to those mentioned under clause no 82 of the RFP, the <<'<<System integrator>>'>> represents and warrants to the 'State Government or SDA:

- (a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- (b) it is a competent provider of a variety of information technology and business process management services;
- (c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (e) in providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to <<'StCB/DCCB'>>'s normal business operations
- (f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- (g) the information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and

accurate in all material respects as at the date of this Agreement;

- (h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- (l) no representation or warranty by it contained herein or in any other document furnished by it to <<'State government or its Designated Agency'>> in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- (m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of << State Government >> and <<'StCB/DCCB'>> in connection therewith.

B. Representations and warranties of the “State Government and its Designated Agency”

<<'State government or SDA'>> agencies represent and warrant to the <<'System integrator'>> that:

1. it has full power and authority to execute, deliver and perform its obligations

under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

2. it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
3. it has the financial standing and capacity to perform its obligations under the Agreement;
4. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
5. this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
6. the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
7. there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
8. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the <<'StCB/DCCB'>> or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
9. it has complied with Applicable Laws in all material respects;
10. all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
11. upon the <<'System integrator'>> performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the <<'System integrator'>>, in accordance with this Agreement.

15 Obligations of the State Government or SDA

Without prejudice to any other undertakings or obligations of the State Government or its designated agency under this Agreement, they shall perform the following:

- (a) Provide necessary administrative support to the System Integrator ;
- (b) Provide liaison with the PACS/ DCCB/ etc.
- (c) <<'StCB/DCCB'>> shall facilitate System Integrator with data (including in electronic form wherever available) to be migrated.
- (d) Authorize the <<'System integrator'>> to interact for implementation of the Project with external entities such as the state treasury, authorized banks, trademark database etc.

16 Use of assets by the <<'System integrator'>>

During the Term the <<'System integrator'>> shall:

- (a) take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project at PACS and NABARD Regional Office; and
- (b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the <<'System integrator'>> takes access of and/or first uses the Assets and during the entire Term of the Agreement.
- (c) ensure that any instructions or manuals supplied at PACS for use of Assets and which are provided to the <<'System integrator'>> will be followed by the <<'System integrator'>>
- (d) take such steps as may be properly recommended by the manufacturer of the Assets or as may, in the reasonable opinion of the System integrator, be necessary to use the Assets in a safe manner;
- (e) procure permission from the <<'StCB/DCCB'>> and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- (f) not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.

17 Access to the <<SDA>> Locations

- (a) Access to locations, office equipment and services shall be made available to the

<<'System integrator'>> at the PACS with the due authorization of PACS, by the <<'StCB/DCCB'>>. The <<'System integrator'>> agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in RFP for the following purposes:

- i. for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- ii. in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

18 Document History

All revisions made to this Agreement shall be listed in chronological order as per the format set out below and a copy of the same shall be provided to the Parties:

Version	Date	Description of Changes

19 Scope of Work

- (a) The <<'System integrator'>> shall ensure that Services are available as per Schedule-III of this agreement and Clause 18 of the RFP read along with corrigenda thereto, at various locations as per the requirements of the project;
- (b) The <<'System integrator'>> guarantees that they shall achieve the Service Levels for the Project as provided in Schedule-II of this agreement;
- (c) The <<'System integrator'>> shall be liable to penalties in case of failure to comply with the Service Levels. However any delay of factor not attributable to the <<'System integrator'>> shall not be taken into account while computing adherence to the Service Levels.

20 Training Services

This shall be read with Training clause of Schedule-III and related clauses of the RFP

- (a) SI shall depute its master trainers to obtain software training from NLPSV and offer further training to PACS and other ground level functionaries on the software, covering features, facilities, operations, implementation, trouble shooting, system administration, audit, MIS including report generation, and other training topics on which training shall be received from NLPSV.

- (b) SI shall provide all types of support including handholding during pre and post implementation and rollout phases with the adequate number of competent support persons for the period as specified in the RFP.

21 Periodic Review Process

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

- The environment has changed
- The client's ~~or PACS's~~ expectations or needs have changed
- Better metrics, measurement tools and processes have evolved
- Changes in requirement of the project

The SLA will be reviewed as deemed necessary by <<State Government >> or <<StCB/DCCB>>. Contents of this document may be amended as and when required, provided mutual agreement is obtained and communicated to all affected parties.

22 Exclusions

Support by <<System Integrator>> shall not include, by default but may be provided at additional cost, if solicited by **StCB/DCCB or State Government** -

- (a) the restoration of any service that has been lost due to the failure of <<StCB/DCCB>>
- (b) The correction of any error, malfunction or fault in the Scope due to any accident or disaster at PACS affecting the system.

23 Confidentiality

- (a) All data of PACS captured and reported by Service Provider to the <<StCB/DCCB>> in connection with terms of this agreement shall be deemed to be "Confidential Information" for the purpose of this clause and cannot be disclosed by Service Provider without written consent of <<StCB/DCCB>>. Likewise, any information provided by <<StCB/DCCB>> in terms of this agreement shall also be deemed to be 'Confidential Information' for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form should be returned to <<StCB/DCCB>>. Likewise, the data captured by Service Provider and retained by Service Provider is purely for providing service and based on the agreement entered into with the NABARD. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Service Provider will be property of <<StCB/DCCB>>. The Provision of Confidential Information shall survive termination or expiration on this agreement.

- (b) The service provider will be exposed by virtue of the contracted activities of internal business information of PACS and <<StCB/DCCB>> and <<State Government>>, affiliates, and/or business partners. Disclosures of information held in connection with this contract or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the System Integrators, premature termination of the contract, or legal action against the System Integrators for breach of trust.
- (c) In case the selected bidder acts in extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this agreement and subsequent purchase order.
- (d) The System Integrator shall not, without the written consent of <<StCB/DCCB>>, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of <<StCB/DCCB>> or <<State Government>> in connection therewith, to any person(s).
- (e) The bidder shall not, without the prior written consent of the <<StCB/DCCB>>, make use of any document or information except for purposes of performing this agreement
- (f) Service Provider shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of <<StCB/DCCB>> s information and data in its possession and to prevent unauthorized access thereto or use thereof.
- (g) The selected bidder shall submit a non-disclosure agreement.

24 Independent Contractor

This Agreement does not set up or create an employer/employee relationship, partnership of any kind, an association or trust between the Parties, each Party being individually responsible only for its obligations as set out in this Agreement. Parties agree that their relationship is one of independent contractors. Neither Party is authorised or empowered to act as agent for the other for any purpose and neither Party shall on behalf of the other enter into any contract, warranty or representation as to any matter except as specified in this contract. Neither Party shall be bound by the acts or conduct of the other. Employees/workmen of neither Party shall be construed or treated as the workmen/employees of the other Party or place any obligation or liability in respect of any such workmen/employee upon the other Party, including without limitation, worker's compensation, disability insurance, leave or sick pay.

25 Force Majeure

- (a) No Party shall be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent the default or delay is caused, directly or indirectly, by Force Majeure and provided that the non-performing Party could not have been prevented such default or delay.

- (b) The affected Party shall provide notice of non-performance due to Force Majeure to the other Party within 24 hours after the start of such non-performance (or, if providing notice within such time frame is not commercially practicable due to Force Majeure, then as soon as possible thereafter) and such non-performance will be excused for the period such Force Majeure Event causes such non-performance; provided that if <<StCB/DCCB>> determines it is commercially or technically infeasible to cure the Force Majeure and so notifies the Service Provider, then NABARD may terminate this Agreement effective immediately upon delivery of notice of termination to the Service Provider.

26 Penalties

- (a) <<StCB/DCCB>> shall be entitled to levy penalties as set out in Schedule II from the Service Provider for breach of Service Levels.
- (b) **The penalties under this clause shall not exceed 5% of the contract price inclusive of taxes. In case the penalty exceeds over 5%, <<StCB/DCCB>> with the approval of State Level Implementation and Monitoring Committee (SLIMC) may consider the case as a ground for termination of the Agreement.**
- (c) The penalty will be calculated based on quarterly performance as provided in quarterly performance report. The System Integrator to submit the quarterly report of the SLA performance to StCB/DCCB.
- (d) Parties agree that the penalties constitute a genuine pre-estimate of the damages, losses, likely to be suffered by <<StCB/DCCB>> in the event of breach by the Service Provider of the terms hereof.
- (e) <<StCB/DCCB>> may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the Service Provider in its hands (which includes <<StCB/DCCB>> 's right to claim such amount against the Service Provider's bank guarantee under the Work order/Purchase order) or which may become due to the Service Provider. Any such recovery of penalty shall not in any way relieve the Service Provider from any of its obligations to complete the Support Services or from any other obligations and liabilities under this Agreement.

27 Performance Review

The SPOC's of both the <<State Government>> or <<State designated agencies>> and the <<'System integrator'>> shall meet on a quarterly basis to discuss priorities, service levels and system performance. Additional meetings may be held at the request of either the <<'System integrator'>> or the <<State Government>>/<<StCB/DCCB>>. The agenda for these meetings shall be as follows:

- (a) Service performance.
- (b) Review of specific problems/exceptions and priorities; and
- (c) Review of the operation of this Agreement and determine corrective action to overcome deficiencies.

28 Management Phase

(a) Governance

The review and management process of this Agreement shall be carried out in accordance with the project timeline as given in Schedule-IV of this Agreement and shall cover all the management aspects of the Project.

(b) Use of Services

- I. The <<'StCB/DCCB'>> or <<The State Government >> will undertake and use the Services in accordance with any instructions or procedures as per the criteria as set out in the SLA ;
- II. The <<'StCB/DCCB'>> or <<The State Government >> shall be responsible for the operation and use of the Deliverables resulting from the Services.

29 Security and Safety

The <<'System integrator'>> shall comply with the requirements of the relevant security, safety, etc. as specified in the acts of GoI including the regulations issued by State Government (wherever applicable), Security Manual (s) of the State Government and follow the industry standards related to safety and security in so far as it applies to the provision of the Services.

- (a) Each Party to the SLA shall also comply with <<'StCB/DCCB'>>, and Government of <<'State'>> security standards and policies in force from time to time at each location of which <<'StCB/DCCB'>> make the <<'System integrator'>> aware in writing insofar as the same apply to the provision of the Services.
- (b) The Parties to the SLA shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the <<'StCB/DCCB'>> or <<The State Government >> as the case may be or any of their nominees data, facilities

or Confidential Information.

- (c) The <<'System integrator'>> shall upon reasonable request by the <<'StCB/DCCB'>> or <<State Government>> as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- (d) As per the provisions of the SLA or this Agreement, the <<'System integrator'>> shall promptly report in writing to the <<'StCB/DCCB'>> or <<The State Government>>, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of <<'StCB/DCCB'>> or <<The State Government>> or PACS as the case may be.

30 Cooperation

Except as otherwise provided elsewhere in this SLA, each Party ("**Providing Party**") to this SLA undertakes promptly to provide the other Party ("**Receiving Party**") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

- (a) does not require material expenditure by the Providing Party to provide the same;
- (b) is reasonably required by the Receiving Party in order for it to comply with its obligations under this SLA;
- (c) cannot be construed to be Confidential Information; and
- (d) is capable of being provided by the Providing Party.

Further, each Party agrees to co-operate with the contractors and subcontractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

31 Financial Matters

(a) Terms of Payment and Service Credits and Debits

- a. In consideration of the Services and subject to the provisions of this SLA, the <<'StCB/DCCB'>> shall on behalf of the <<State Government>> pay the <<'System integrator'>> for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule set out as Schedule V of this Agreement.
- b. All payments are subject to the application of penalties as may be provided for in the SLA. For the avoidance of doubt, it is expressly clarified that the <<'StCB/DCCB'>> will pay the amount due as stated in accordance with the Schedule V of this Agreement.

- c. Save and except as otherwise provided for herein or as agreed between the Parties in writing, the <<'StCB/DCCB'>> shall not be required to make any payments in respect of the Services other than those covered in Schedule V of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including taxes which are addressed in this Clause.

(b) **Invoicing and Settlement**

- I. Subject to the specific terms of the SLA, the <<'System integrator'>> shall submit its invoices in accordance with the following principles:
 - 1. The << *StCB/DCCB* >> shall be invoiced by the <<'System integrator'>> for the Services as per Schedule V of this Agreement; and
 - 2. Any invoice presented in accordance with this SLA shall be in a form agreed with the <<' *StCB/DCCB* ' >>
- II. Payment shall be made within _____(*preferably 30 working days*) working days of the receipt of invoice along with supporting documents by the <<'StCB/DCCB'>> subject to penalties. The penalties are imposed on the System Integrator as per the criteria

specified in the SLA.

- III. The <<'StCB/DCCB'>> shall be entitled to delay or withhold payment of any invoice or part of it delivered by the <<'System integrator'>> where the <<'StCB/DCCB'>> disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the escalation matrix/mechanism as set out in this Agreement. Any exercise by the <<'State Government'>> or <<'StCB/DCCB'>> under this Clause shall not entitle the <<'System integrator'>> to delay or withhold provision of the Services.

32 Tax

- (a) The <<'StCB/DCCB'>> shall be responsible for withholding taxes from the amounts due and payable to the <<'System integrator'>> wherever applicable. The <<'System integrator'>> shall pay for all other taxes in connection with this Agreement, scope of work and any other engagement required to be undertaken as a part of this Agreement.
- (b) The <<'StCB/DCCB'>> shall provide

<<'System integrator'>> with the original tax receipt of any withholding taxes paid by <<'StCB/DCCB'>> on payments under this Agreement. The <<'System integrator'>> agrees to reimburse and hold the <<'State Government'>> or <<'StCB/DCCB'>> harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the <<'StCB/DCCB'>> and the <<'System integrator'>>

33 Termination

(a) Material Breach

- I. In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a _____ (*preferably one month's*) notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the <<'State Government'>> or <<'StCB/DCCB'>> or <<'System integrator'>>, will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
- i. If the <<'System integrator'>> is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then the <<'StCB/DCCB'>> or <<'StCB/DCCB'>> may serve a 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the <<'State Government'>> or <<'StCB/DCCB'>> will have the option to terminate this Agreement. Further, the <<'StCB/DCCB'>> may after affording a reasonable opportunity to the <<'System integrator'>> to explain the circumstances leading to such a breach.

- ii. If there is a Material Breach by the <<State Government>> or <<'StCB/DCCB'>> which results in not providing support for effecting data migration or not providing the certification of User Acceptance, and / or failing to make payment of undisputed amount within ____ (*preferably 30 days*) from date of submission of invoice, then the <<'System integrator'>> will give a one month's notice for curing the Material Breach to the <<'State Government'>> After the expiry of such notice period, the <<'System integrator'>> will have the option to terminate the Agreement

(b) **Effects of termination**

- I. In the event that <<'StCB/DCCB'>> or <<State Government>> terminates this Agreement pursuant to failure on the part of the <<'System integrator'>> to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by <<'System integrator'>> may be forfeited.
- II. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule VI of this Agreement.
- III. <<'StCB/DCCB'>> agrees to pay <<'System integrator'>> for i) all charges for Services <<'System integrator'>> provides and any Deliverables or part thereof <<'System integrator'>> delivers through

termination, and ii) reimbursable expenses <<'System integrator'>> incurs through termination.

(c) **Termination of this Agreement due to bankruptcy of <<'System integrator'>>**

The <<State Government>> or <<'StCB/DCCB'>> may serve written notice of ____ days (*preferably 30 days*) on <<'System integrator'>> at any time to terminate this Agreement with immediate effect in the event that the <<'System integrator'>> reporting an apprehension of bankruptcy to the <<'State Government'>> or <<'StCB/DCCB'>>.

34 Indemnification & Limitation of Liability

- a. System Integrator shall indemnify and agrees to defend and to keep State Government or StCB/DCCB or any other institution associated with the project and its affiliates, officers, directors, employees successors and permitted assigns indemnified, from any and all Losses suffered arising from, or in connection with, any of the following:
- b. the non-performance and non-observance of any of the terms and conditions of this Agreement by the System Integrator;
- c. acts or omissions of the System Integrator which amount to negligence or wilful misconduct;
- d. any infringement or alleged infringement by the System Integrator of a Third Party's Intellectual Property;
- e. any infringement or alleged infringement by the System Integrator of State Government's or SDA's Intellectual Property and/or Material
- f. Failure by the Service Provider to fulfil its obligations under any applicable Law.

- g. The System Integrator shall, at their own expense, defend and indemnify State Government/SDA against any Losses in respect of any damages or compensation payable in relation to any non-compliance with Applicable Law including (i) non-payment of wages, salaries, remuneration, compensation or the like and (ii) any Losses arising out of or in relation to any accident or injury sustained or suffered by the Service Provider's workmen, contractors, sub-contractors, Service Providers, agent(s), employed/ engaged otherwise working for the System Integrator or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the System Integrator.
- h. The rights of State Government/SDA pursuant to this Clause (Indemnification) shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to State Government or StCB/DCCB at equity or Law including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

35 Dispute Resolution, Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India.

- (a) All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably by Parties. Each Party shall select / appoint 1 (one) senior representative. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives ("Settlement Period").
- (b) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.
- (c) The seat & venue of the same shall be in the courts of _____ <<State>> (*indicate state court address*)
- (d) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at <<State Court>> only and Courts in <<State Court>> only shall have jurisdiction to determine the same.
- (e) The language of the proceedings shall be in English or _____ (State Administrative language, as applicable) .
- (f) Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or e-mail and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

- (g) A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- (h) For the purpose of all notices, the following shall be the current address:
 <<Address>>

36 Miscellaneous

i. Assignment and charges

This Agreement shall be binding on and ensure for the benefit of each Party's successors in title. No Party shall assign, or declare any trust in favor of a third party over, all or any part of the benefit of, or its rights or benefits under, this Agreement.

j. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at the State of <<'State'>> shall have jurisdiction over matters arising out of or relating to this Agreement.

(a) Waiver of sovereign immunity

The Parties unconditionally and irrevocably:

- A. agree that the execution, delivery and performance by them of the Agreement constitute commercial acts done and performed for commercial purpose;
- B. agree that, should any proceedings be brought against a Party or its assets, property or revenues in any jurisdiction in relation to the Agreement or any transaction contemplated by the Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of such Party with respect to its assets;
- C. waive any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- D. consent generally to the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

(b) Variation

This Agreement may only be varied in writing and signed by all three Parties.

(c) Waiver

Waiver including partial or conditional waiver, by <<State Government>> or <<StCB/DCCB>> of any default by System Integrator in the observance and performance of any provision of or obligations under this Agreement:-

- i. shall be in writing
- ii. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- iii. shall not be effective unless it is in writing and executed by a duly authorized representative; and
- iv. shall not affect the validity or enforceability of this Agreement in any manner.

(d) Exclusion of implied warranties

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

(e) Survival

Termination or expiration of the Term shall:

1. not relieve the <<'System integrator'>> or the <<State Government>>/<<StCB/DCCB>> of any obligations hereunder which expressly or by implication survive hereof; and
2. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or expiration or arising out of such termination or expiration.
3. All obligations surviving termination or expiration of the Term shall cease on termination or expiration of the Term. [In case the obligations have to survive for some period after closure of the project, the same may be mentioned]

(h) Entire Agreement

i. This Agreement together with all Articles, Schedules and the contents and specifications of the RFP read along with its corrigenda, together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

ii. All the scope of work, terms and condition and all the clauses stipulated in the RFP (Ref. No. NB.HO.IDD/_____/Pol-6/2023-24) dated _____2023 read along with its corrigenda and Work order dated_____ issued by_____<<SDA>>are considered as part and parcel of this agreement.

(i) Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid,

illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

(j) No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

(k) Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

(l) Notices

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

All communications will be addressed as follows (unless changed by written notice):

Address of StCB/DCCB Name & Designation: Postal Address/ Office Address: Contact No. Copy Sent to:	Address of State Government Name & Designation: Postal Address/ Office Address: Contact No. Copy Sent to:	Address of System Integrator Name & Designation: Postal Address/ Office Address: Contact No. Copy Sent to:
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(m) **Counterparts**

This Agreement may be executed in three counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

(n) **Mitigation**

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the parties, shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

(o) **Removal of Difficulties**

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

THIS AGREEMENT shall be executed in three numbers, first will be kept with State Government, second will be kept by StCB/DCCB and the third copy with _____ **(System Integrator)**.

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

State Government

StCB/DCCB

System Integrator

Signature:

Name :

Title :

Place :

Date :

WITNESS

Signature:

Name :

Address:

Signature:

Name :

Title :

Place :

Date :

WITNESS

Signature:

Name :

Address:

Signature:

Name :

Title :

Place :

Date :

WITNESS

Signature:

Name :

Address:

Schedule I– Definitions

Agreement	means this Service Level Agreement together with all Articles, Annexures, all Schedules and all the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of the <<‘StCB/DCCB’>> as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Scheduled Business Operation Hours	Means from 8:00 AM to 8:00 PM (IST) on Business Days
Parties	means the <<State Government>>/ <<StCB/DCCB>> and System integrator for the purposes of this Agreement; “Party” shall be interpreted accordingly;
Project SLA Change Request	means any change, which may be required during the project, as per either party, to the original SLA signed
Service Level	means the level of service and other performance criteria which will apply to the Services as set out in the SLA parameters effective during the Term of this Agreement
Term or Agreement Period	Means the duration of this Agreement as set out in Clause 21 of this Agreement.
Background Intellectual Property	means Intellectual Property owned or controlled by a Party, including Intellectual Property developed prior to or independently of this Agreement, which the Party determines, in its sole discretion, to make available for the carrying out of the Services required for the project and includes Intellectual Property licensed to or acquired by the Parties from time to time pursuant to this Agreement;
Contract Price	means the total consideration to be paid by StCB/DCCB to the System Integrator as agreed under the Principal Agreement;
Equipment	means any physical appliance that requires installation at the premises of PACS / StCB/DCCB or in system integrator’s premises that are used for the project.
Escalation	“Escalation” means action on any unresolved queries or service requests in prescribed timeline from a higher level of support.

“Force Majeure”	<p>In addition to clause 69 of the RFP, means occurrence of one or more of the following events which are beyond the reasonable control of the Parties despite having exercised all reasonable care and due diligence, and which are unforeseen, unavoidable or insurmountable, and which arise after the Effective Date and which prevent total or partial performance of this Agreement by either Party. Such events shall include:</p> <ul style="list-style-type: none"> a. war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade and military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; b. act of terrorism, sabotage or piracy; c. act of authority whether lawful or unlawful, compliance with any Law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation; d. act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, nuclear catastrophe, volcanic activity, land slide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease; e. explosion, fire, destruction of facilities, and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; f. general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; or g. Any other cause beyond the reasonable control of the applicable Party.
Third Party	means a legal entity, or person(s) that is not a Party to this Agreement, but does not include Affiliates
The Software	means National Level PACS Software developed by the National level PACS Software Vendor for the purpose of PACS Computerisation Project
UAT	means user acceptance testing to ensure that all features as required under this contract and RFP are met.
Upgrade	means an improved version of the whole or any part of the System.

Schedule II – Service Levels

1 Purpose:

This document describes the service levels to be established for the Services offered by the System Integrator to the State. The System Integrator shall monitor and maintain the stated service levels to provide quality service.

2 Definitions.

- (a) “Scheduled operation time” means the scheduled operating hours of the NLPS System for the month. **All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time.** The total operation time for the systems and applications within the Primary DC, DRC and critical client site infrastructure will be 12 hrs X 7 days X 12 months. The total operation time for the client site systems shall be 12 hours.
- (b) “Availability” means the time for which the services and facilities are available for conducting operations on the State Government system including application and associated infrastructure. Availability is defined as:
$$\{(\text{Scheduled Operation Time} - \text{System Downtime within the schedule operation time}) / (\text{Scheduled Operation Time})\} * 100\%$$
- (c) “Support Centre” shall mean to provide support, guidance and facilitation to PACS personnel as detailed at para 18.3 of the RFP and shall handle fault reporting, Trouble Ticketing and related enquiries during this contract.
- (d) “Incident” refers to any event / abnormalities in the functioning of the Services provided by the System Integrator that may lead to disruption in normal operations of the PACS and Project..
- (e) “Error” in data digitization or data migration exercise, refers to the mistakes made intentionally/ unintentionally by System Integrator which may or may not change the actual meaning of the subject.
- (f) “Financial year” refers to the period of 12 months starting from 1st April of a year and ending on 31st March of following year .
- (g) “Quarter” means period of three months of the Financial Year i.e. Q1 - April-June. Q2 - July-September. Q3 - October-December. Q4 - January-March.

3 Interpretations.

- (a) The business hours are 8:00AM to 8:00PM on all working days (Mon-Sat) excluding Public Holidays or any other Holidays observed by the State. The System Integrator however recognizes the fact that the State Government offices will require to work beyond the business hours on need basis.
- (b) "Non-Business Hours" shall mean hours excluding "Business Hours".
- (c) 12X7 shall mean hours between 8:00AM -8.00 PM on all days of the week.
- (d) .
- (e) The SLA parameters shall be monitored on a **monthly** basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the State Government, then the State Government will have the right to take appropriate disciplinary actions including termination of the contract.
- (f) A Service Level violation will occur if the System Integrator fails to meet Minimum Service Levels, as measured on **a monthly and quarterly basis**, for a particular Service Level. A "Performance Report" will be provided by the System Integrator on monthly and quarterly basis through the ticketing tool and a review shall be conducted based on this report. A monthly and Quarterly Performance Report shall be provided to State Government/ SDA at the end of every month and quarter containing the summary of milestones achieved and all incidents reported and associated System Integrator performance for that period.
- (g) The System Integrator is expected to provide service levels as at para 4 hereunder. In case these service levels cannot be achieved it shall result in a breach of contract and invoke the penalty clause. Payments to the System Integrator are linked to the compliance with the SLA metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained in this Schedule.
- (h) However, during the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of all the three parties i.e. the State Government, StCB and SI.

4 Service Levels

4.1 Service Windows and Severity Levels for the incidents recorded at Support Centers (Cluster/State level)

i. Types of Business Days

Sr. No.	Business Day Type	Duration of Business Hour Type
1	Prime Business Days (PBD)	First 20 days of each quarter Last 20 days of each financial year
2	Business Days (BD)	Days except PBD, Sundays and national holidays
3	Non-Prime Business Days (NPBD)	Sundays and national holidays

ii. Types of Business Hours

Sr. No.	Business Day Type	Duration of Business Hour Type
1	Business Hours (BH)	08:00 AM to 08:00 PM, 12 Hours (Monday to Saturday)
2	Non-Prime Business Hours (NPBH)	1) 08:00 PM to 08:00 AM, 12 Hours (all days) 2) Whole Sundays and national holidays

iii. Business Days Business Hours (BDBH) Wise Severity Matrix

Sr. No.	Business Day Type	Duration of Business Hour Type	Severity Levels
1	Prime Business Day (PBD)	Business Hours (BH)	Critical
2	Prime Business Day (PBD)	Non Business Hours (NBH)	High
3	BD	BH	High
4	BD	NBH	Medium
5	NPBD	BH	Medium
6	NPBD	NBH	Low

iv. SLA Function Wise Severity Matrix

SLA functions Parameter	Severity
Customisation related requirement	Critical
Readiness of online/off-line solution	Critical
Helpdesk related	Medium
Software related incident Response Time	Medium
Network related issues	Critical
Trainings	Low
Handholding to PACS	High
Hardware related queries	High
Data digitisation and Data Migration	High
On system entries related requirements	High
Testing	High
Go-Live	High

*Subject to the submission of customization requirements by the State Government

v. Service Levels applicable to SI

Sr. No.	Severity Level as per SLA functions parameter	Severity Level as per BDBH Matrix	Acknowledgement of Requirement	Resolution Time
1	Critical	Critical	With 1 day of receiving formal request	Within 2 days of receiving the order
2	Critical	High	With 1 day of receiving formal request	Within 2 days of receiving the order
3	Critical	Medium	With 2 days of receiving formal request	Within 3 days of receiving the order
4	Critical	Low	With 2 days of receiving formal request	Within 3 days of receiving the order
5	High	Critical	With 1 day of receiving formal request	Within 2 days of receiving the order
6	High	High	With 1 day of receiving formal request	Within 2 days of receiving the order

7	High	Medium	With 2 days of receiving formal request	Within 3 days of receiving the order
8	High	Low	With 2 days of receiving formal request	Within 3 days of receiving the order
9	Medium	Critical	With 2 days of receiving formal request	Within 3 days of receiving the order
10	Medium	High	With 2 days of receiving formal request	Within 3 days of receiving the order
11	Medium	Medium	With 3 days of receiving formal request	Within 4 days of receiving the order
12	Medium	Low	With 3 days of receiving formal request	Within 4 days of receiving the order
13	Low	Critical	With 3 days of receiving formal request	Within 4 days of receiving the order
14	Low	High	With 3 days of receiving formal request	Within 4 days of receiving the order
15	Low	Medium	With 4 days of receiving formal request	Within 5 days of receiving the order
16	Low	Low	With 5 days of receiving formal request	Within 6 days of receiving the order

vi. Penalties in case of failures to meeting Service Levels (as provided in the table above)

% of non-Compliance	Applicable Penalty (of Total Contract Value, inclusive of taxes)
<=1%	No Penalty
> 1 % but <= 2%	0.5%
> 2 % but <= 3%	1%
> 3 % but <= 4%	1.5%
> 4 % but <= 5%	2%
> 5 % but <= 10%	2.5%

Non-compliance will be measured on the basis of data of disposal of incidences as recorded in the ticketing tool provided and maintained by System Integrator.

On reaching a maximum penalty of 5% of the Contract Value (including taxes) during the contract period State Govt. may decide to terminate the contract and the PBG submitted by System Integrator will be encashed.

For incident attributable to other vendor, System Integrator responsibility will be limited to proper escalation to respective vendors. In case of any disputes regarding on the attributability of an incidence to the vendor the final decision will rest with state government.

The penalty will be calculated based on quarterly performance as provided in quarterly performance report. The System Integrator to submit the quarterly report of the SLA performance to StCB/DCCB as indicated in para 3 above.

The PACS or the relevant stakeholder will raise the incident in the ticketing tool provided by System Integrator which . In case , the incident is received via call the System Integrator shall report the incident in ticketing tool and update the status of the incident in the tool for further tracking .

The State Designate Agency's or relevant stakeholders shall be able to fetch the details of incident on daily, monthly or quarterly basis from the ticketing tool.

The System Integrator shall coordinate with all relevant vendors to get the issue resolved raised in the ticketing tool. Below is the indicative list of the vendors /SPOC's with whom the System Integrator needs to coordinate for resolving the issues .

Software related issues : SPOC of NLPSV

Hardware related issues: SPOC of Hardware vendor selected by State.

Network issues : State RO or Network Service provider.

Trainings : Master Trainer/State RO/NLPSV

Data digitisation and Data Migration : SI/NLPSV

vii. Penalties in case of failures to meeting Project Timelines

Sr.No	Stage of Work	Measurement	Timelines	Penalty (% of total contract value inclusive of taxes)
1.	Conduct of SLIMC & Allocation of PACS	-	-	-

2.	Acceptance of the Work Order	Copy of work order duly accepted by authorized signatory	Within 01 week of issuance of work order by the State	0.25% of the contract price, for each calendar week of delay
3.	Signing of Contract with State Govt/StCB/DCCB	Signed Contract	Within 01 week of issuance of work order by the State	0.25% of the contract price , for each calendar week of delay
4.	Submission of action plan / Ground level Survey & district wise presentation of SPMU	Action plan will contain the Detailed plan against each PACS, team members details, trainers details, support staff details, location of support center, data digitization team details etc.	Within 02 weeks of acceptance of work order	0.25% of the contract price, for each calendar week of delay
5.	Submission of As-Is document for each individual PACS	Delivery AS-IS document and Delivery BRD document	Within 02 weeks of acceptance of work order	0.25% of the contract price, for each calendar week of delay
6.	Submission of To-Be document for each individual PACS	Delivery To-Be document and Delivery BRD document	Within 03 weeks of acceptance of work order	0.25% of the contract price, for each calendar week of delay
7.	Legacy Data Migration including all live loan data, static data capturing on the tool. Sanitization of data, rectification of error, validation, verification of details.	Delay from stipulated timelines	Within 9 weeks of acceptance of work order	0.25% of the contract price, for each calendar week of delay

	Sending Customization request, if any			
8.	Data porting, data acceptance testing. Correction of errors till successful onboarding	Delay from stipulated timelines	Within 10 weeks of acceptance of work order	0.25 % of the contract price for each calendar week of delay
9.	Participation in ToT programmes and deputation of trained System Integrator staff for PACS level trainings	Delay from stipulated timelines	Within 12 weeks of acceptance of work order	0.25% of the contract price for each calendar week of delay
10.	Completion of On system entries for the transactions done from 31 March 2023 till go live	Delay from stipulated timelines	Within 12 weeks of acceptance of work order	0.25% of the contract price, for each calendar week of delay
11.	Go-live	Certificate by NLPSV	Within 12 weeks of acceptance of work order	0.25% of the contract price for each calendar week of delay
12.	Continuation of Handholding & support till sunset date of the Project	Regular MIS & Compliance record throughout the Project Period	Throughout project period	As per the defined SLA level parameters
13.	Formation of support centre	Commissioning Report/Details of support centre establishment in the PACS location	From (one month) of the acceptance order(state may decide)	Penalty would be deducted @200 per support centre not established vis a vis the plan submitted to state for every month till it is established

Note : Maximum penalty applicable on System Integrator would be 5 % of the contract value.

viii. Support Escalation

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

State RO representatives

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

Single Point of contact (SPOC): (Name) (Designation) (Phone) (Email)

System Integrator :-

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

Single Point of Contact:

Note: Any change in the persons/contact details in escalation matrix and SPOC shall be intimated in advance to State.

Schedule III- Deliverables and Scope of Work

I. The System Integrators shall perform following **as deliverables**:

Sr No	Deliverable Name	Details
1	Acceptance of the Work Order and Signing of Agreements	<ul style="list-style-type: none"> 3. Acceptance of the work order 4. Signing of contract/agreements with State Governments & StCB/DCCB.
2	Project Plan and Requirement gathering	<ul style="list-style-type: none"> xi. Conduct of Ground Level Survey and District wise presentation to SPMU xii. Formulation of Schedule of activities xiii. Submission of escalation matrix with contact details with respect to System Integrator xiv. Weekly activity plan & Report xv. Resource deployment plan and plan for support centre establishment xvi. Schedule of meetings with relevant stakeholders for requirement gatherings xvii. Formulation of Key risks and mitigation plan xviii. Formulation of Work breakdown structure xix. Association with PACS/DCCB officials towards obtaining As-Is for each of the PACS in form of First Hand Report (Format provided by NLPSV) submitted through portal provided by the NLPSV xx. Submission of To-Be documents for each PACS based on the outputs from first verification report and Part A-Customisation requirements (as per sr. no.4 below).
3	Operationalisation of the software	<ul style="list-style-type: none"> ix. Install software and coordinating with hardware supplier/ service providers for rectification of hardware related issues as and when need arises x. Submission of software readiness test checklist shared by NABARD

		<ul style="list-style-type: none"> xi. System perspective of the System Integrator and features, user interfaces, etc. xii. Customisation requirement documents to NLPS based on state govt requirement xiii. Assumptions and Dependencies xiv. Operating environment xv. Non- Functional requirement xvi. Knowledge Transfer and training plan
4	Customisation	<p>Part A: Pre Go-Live</p> <ul style="list-style-type: none"> vi. Suggestions for product formation vii. Suggestions for state specific schemes applicable to the products of the PACS <p>Part B-Post Go-Live</p> <ul style="list-style-type: none"> viii. Suggestions for Details of patches/ upgrades/ changes of all components ix. Suggestions for Details of Issue/ Problem/ Bugs/ Defect (tracker) and solution x. Suggestions for Fully tested, final version of state specific customised user and stakeholders screen
5	Data digitization and migration	<ul style="list-style-type: none"> vii. Data Digitisation plan for data entry/punching/ scanning/ transfer viii. Data migration Plan for migration of PACS data to NLDR ix. Data Migration Report <ul style="list-style-type: none"> ✓ Data Migration Assessment ✓ Migration and Transition Approach ✓ Detailed Data Migration Plan ✓ Scripts required for data migration x. Data cleansing and sanitisation plan and report xi. Validation of data xii. Data Migration Completion Report <ul style="list-style-type: none"> ✓ Details of actual data that has been migrated

		✓ Certificate from PACS secretary confirming successful completion of data migration
6	Integration/ Interface	PACS data availability at NLDR report with images/screenshots
7	UAT and System Test	<ul style="list-style-type: none"> ix. Screenshots of the communication between DC and DR Site of NABARD or NLDR x. Access to User Interface to view server utilization on real-time basis etc. xi. Backup, Recovery and Replication Policy and Plan xii. Test plan, cases and scenarios, System Test, Integration Test xiii. The test results along with details. xiv. User Acceptance Test plan, cases and scenarios xv. Live application showing data entry screens, workflows and MIS report xvi. UAT reports
8	Security Audit Report	<p>Security Audit Results</p> <p>Must be submitted before Go-Live</p>
9	Compliances (Monthly/ Quarterly)	<ul style="list-style-type: none"> vii. Performance Monitoring reports for system viii. SLA Compliance Reports ix. Details of Patches/ Upgrades of all components x. Details Incremental updates to solution xi. On-Going Project Updates and updated documents xii. Audit/ Standard Compliance Reports
10	Training and Capacity building	<ul style="list-style-type: none"> x. Training Manual for Users xi. Operation & Maintenance Manual xii. Presentation xiii. FAQs xiv. User Manual & Handouts xv. Operations & Maintenance Manual xvi. Administrator Manual xvii. Self-running demos

		xviii. Capacity building and training workshops for stakeholders
11	Setting up of Support Centre/s	vii. Address proof, infra details, etc. viii. Name and contact details of the staff deployed and outsourced staff, if any ix. Certificate from SPMU on setting up of support centre x. System Administration support for password resetting, creation of new users, etc. xi. Installation and maintenance of ticketing tool provided by the SI xii. Monitoring and reporting of incidents through ticketing tool

II. The System Integrators shall perform following under their scope of work:-

1.1. Preparatory work

- 1.1.1. Conduct of Ground Level Survey and formulation of schedule of activities.
- 1.1.2. Preparation and submission of As-Is for each of the PACS in form of First Hand Report (Format provided by NLPSV) to be filled in portal provided by the NLPSV
- 1.1.3. Preparation and submission of To-Be documents for each PACS based on the outputs from First Verification Report (FVR) document for digitisation of PACS. FVR will be filled by DCCB official
- 1.1.4. Formulation of Resource deployment plan and plan for support centre establishment Key risks and mitigation plan

1.2. Digitization

- 1.2.1. To collect, prepare and digitize all the PACS data including legacy data from PACS upto current date as specified by the States/NABARD or any other regulatory bodies. To identify various forms of metadata and capturing metadata in structured and comprehensive manner.
- 1.2.2. SI shall digitise all PACS data i.e. legacy/current data existing in manual/semi computerised/computerised form at PACS, as applicable.
- 1.2.3. **Data entry /Punching** In those PACS where data is in manual/ semi computerised form, System Integrator will do the data entry/punching of all legacy data in xls/xlxs/ any other format /XML format (membership/share capital/ledgers/cash books/registers/Trading registers/ GL/ SGLs/ daily vouchers, etc.) on digitisation tool provided by NLPSV
- 1.2.4. In those PACS where PACS data including Legacy data is in semi-computerised/computerised form, System Integrator will arrange for the transfer of all PACS legacy data to NLDR, as per format/tool provided by NLPSV.

- 1.2.5. **Scanning of legacy/current documents: System Integrator** shall also perform scanning of all legacy/current documents (membership/share capital/ledgers/cash books/registers/Trading registers/ GL/ SGLs forms/certificates, membership forms, KYCs, photos, signatures, land records etc.).
- 1.2.6. **Cut off date of legacy data:** The cut-off date of the legacy data will be 31 March 2023. System Integrator shall digitise other data of PACS also along with legacy data and current data whenever asked under the scope of project.
- 1.2.7. It is expected that System Integrator shall digitise all the PACS data including legacy data. Legacy data including all live loans from the date of sanction , data related to share capital, membership, etc. from the date of origin and all the current data shall be digitized by SI.
- 1.2.8. **On-Sytem Entries:** System Integrator will complete all on-system entries i.e. transaction data from cut-off date viz., 31 March 2023 to current date within the stipulated time. System Integrator will provide full intensive handholding after go-live. The first round of On-System data entry will be done on the basis of “books of accounts” frozen as on 31 March 2023”. In case, after Statutory Audit it is observed that opening balance of some accounts is to be modified, the System Integrator shall arrange for fresh data entry with changed opening balances in all relevant A/cs.
- 1.2.9. SI shall formulate the Data Digitisation Strategy which will also include internal quality assurance mechanism and duly approved by SPMU.
- 1.2.10. To enable digitization of PACS membership data and verify their credentials and data through OTPs/biometric verification/or any identification tools supplied by NLPSV so as to avoid any wrong data migration.
- 1.2.11. In case of scanning of the documents it shall meet the following technical specification:-

Sl.no	Document type	Colour/DPI
1	Regular text	100 dpi B/W
2	Text with images	300 dpi Grey scale
3	Damaged documents	600 dpi B/W
4	Documents with Photograph	600 dpi Colour

- 1.2.12 System Integrator will arrange for the required resources (PC/laptops/Scanning machines etc.) to execute the digitization of the PACS data.

1.3.Installation

- 1.3.1. To install NLPS or enable system readiness for web based NLPS solution, as the case may be, and migration tools supplied by NLPSV/NABARD. This involves supporting preparation of First Hand Report of each PACS to enable migration of PACS data to NLPS.
- 1.3.2. NLPSV will provide offline solution also which shall be installed by System Integrators. The updation or installation of patches shall be the responsibility of System Integrator.
- 1.3.3. Install digitisation tool provided by NLPSV

- 1.3.4. Install Any other tool/software provided by NLPSV under PACS Computerisation project.

1.4.Integration and Data Migration

- 1.4.1. Integrate the software installed at the PACS with the National Data Repository to ensure that the data is stored at the Data Repository
- 1.4.2. To ensure complete migration of the PACS data to the NLDR including developing the migration roadmap identifying the constraints, risks and inhibitors to migration throughout the project period
- 1.4.3. To migrate all forms of data from existing structures including manual records to NLPS database and storage of the same in the storage arrangements of NABARD/ NLDR as per the standard data structure devised by NLPSV.
- 1.4.4. The validation and accuracy of the data being migrated or entered into NLPS shall be the responsibility of SIs. System Integrator shall validate the data before uploading the same to the digitisation tool through double entry system and shall ensure porting, legacy data migration from manual documents, partially digitised documents.
- 1.4.5. If PACS is having any existing software in that case System Integrator will ensure smooth and real time migration of data, original data remaining intact and to ensure that the migration is not interrupting the performance of the existing software.
- 1.4.6. Implement end to end migration without interfering in the daily business activities of PACS and performance of the software.
- 1.4.7. Identification of specific activities in the data migration process, preparation of detailed work breakdown structure for the data migration project and implementation of relevant migration plan with the coordination of NLPS and other stakeholders
- 1.4.8. To enable verification of data, rectification of errors, updation and validation of migrated data. System Integrator shall ensure complete data cleaning and validation for all data digitised and loaded on to NLPSV before creating a new Single Version of Truth (SVOT). Design contingency plans that identify and rectify 'dirty' data before its migration to the NLPS.
- 1.4.9. To enable capturing of data from all books of accounts including journal books of PACS to ensure overall -migration and digitization
- 1.4.10. States where PACS have already been computerized by agencies other than NLPS, there the SIs shall coordinate with the existing agencies to understand their existing database structure. SIs shall obtain the exported data in the new PACS data structure from existing database to ensure seamless migration.
- 1.4.11. System Integrator shall incorporate all comments and suggestions of SLIMC/DLIMC/DCCBs/StCB/PACS/State PMUs in the data Digitisation/ Migration Strategy.
- 1.4.12. Entire data pertaining to all customers, accounts and PACS should be migrated to the NLDR for all the branches and Head Office departments without any data loss
- 1.4.13. SI shall facilitate NLPSV in integration of PACS to Core Banking Software (CBS) of DCCBs/StCBs

1.5. Handholding and Support

- 1.5.1. The System Integrator shall provide required assistance and support to the State in implementation of PACS computerisation.
- 1.5.2. The System Integrator will provide and maintain a ticketing tool or other suitable software to enable State Designate Agency's or relevant stakeholders shall be able to fetch the details of incident on daily, monthly or quarterly basis from the ticketing tool.
- 1.5.3. **To set up support centres** with each support center covering approximately for a cluster of about 200 PACS. *(States may decide on the no. of PACS to be supported by a single support centre depending upon the geographical spread or other such relevant state specific feature).*
- 1.5.4. The support centre shall be manned by minimum two SI's staff (exact number may change depending on the requirement/size of the cluster of PACS) and shall be equipped with a PC/Laptop, phone, necessary furniture such as table and chair. The functions expected from Support Centre are:-
 - 1.5.4.1. To attend to service calls from PACS, DCCBs, StCBs and vendors
 - 1.5.4.2. To visit PACS for the resolution of any issues as per the expected timelines.
 - 1.5.4.3. To resolve matters referred by Staeholders such as Central Government, State government, NABARD, DLIMC, SLIMC, STcB, DCCBs etc.
 - 1.5.4.4. To coordinate with nearby SIs (if any), NLPSV and other vendors for seamless delivery of services to PACS.
 - 1.5.4.5. To provide support as per escalation matrix which will be provided after the selection.
- 1.5.5. The System Integrator shall impart the support services either from remote through phone or such mean or by making field visits during the office hours (08 AM to 08 PM) and beyond office hours in case of administrative exigencies. During the execution of the project depending upon the requirement, the support staff at the Centre shall remain available on phone/chat 24X7.
- 1.5.6. These support centres, to be set up by the System Integrator(s), will report to State PMUs. This entire support system will be under the overall supervision and control of the State Governments and will be operated by the concerned SI.
- 1.5.7. Two of the staff of System Integrator shall be stationed at State PMUs as State Level Support with own IT infra with necessary software/systems/tools for providing State level support services. The functions of Support Centre is given in the RFP.
- 1.5.8. The support services shall be provided in State administrative language/s and English and the personnel deployed at Support Centre by System Integrator shall be well versed with the same.
- 1.5.9. The successful SI/s will maintain a helpline preferably 24X7 for immediate action in matters related to cyber security, data breaches, etc. and they will coordinate with central teams, NLPSV and regulators.

- 1.5.10. There should be a toll free number available with the State level support team, which shall be used by PACS/cluster level support team. State level support team may direct, nearest cluster level support centre in case the call is received by PACS directly. Moreover, cluster level support centre may also seek support from State level support team.
- 1.5.11. To provide help desk support to PACS during the project period with multiple escalation levels as per the gravity of problem.
- 1.5.12. Support to Project Monitoring Units (PMUs) hired by NABARD at National, State and District level, or any other support required for PACS & RCS at any stage of project.
- 1.5.13. To provide necessary handhold support to PACS and other stakeholders during the entire contract period.
- 1.5.14. To ensure that the services of trained manpower is available uninterrupted for support and System Integrator shall make necessary arrangement for the same.
- 1.5.15. To provide necessary adequate trainings about functioning of the hardware/software to the employee of PACS.
- 1.5.16. SI may identify various stages of computerization arranged in logical format, identify dependency steps, plot PERT chart/Gant Chart, identify critical steps to ensure parallel performance of tasks and report the same to State PMUs in specified formats for ensuring efficiency in project implementation.
- 1.5.17. To ensure adherence to various security, storage, network etc. standards as specified by NABARD/RCS/StCBs/ State Govts.
- 1.5.18. System Integrator will act as L1 in resolving issues related to NLPS. The NLPSV will act as L2 for all software related queries.
- 1.5.19. SI shall also take up complaints related to hardware through their support system and direct the issues towards official hardware suppliers of the state to resolve the complaint, as and when need arises.

1.6. Testing and Training

- 1.6.1. The System Integrator shall perform role of system administrators and user administrators by coordinating with DCCBs/StCBs in order to implement user identity and access management to separate various users.
- 1.6.2. Conduct tests for verifying successful migration
- 1.6.3. Should support NABARD/DCCB/StCB/ RCS in migration audits.
- 1.6.4. Handholding and support shall be provided till the sunset date of the project i.e. 31.03.2027, as per para 2.2.5 of the scheme guidelines.
<http://cooperation.gov.in/Noticesandcirculars.html>
- 1.6.5. Validation of migrated data against the source data using relevant tools/scripts/customized applications and documentation.

- 1.6.6. The System Integrator shall depute sufficient no. of its resources for the master training programme conducted by NLPSV on NLPS and the trained manpower shall impart further training to PACS in the training programmes conducted by NABARD. The deputed System Integrator staff shall receive training on the use of the software under master trainers programmes. SIs shall impart further training on NLPS related aspects to PACS including use of software to create trainers at State and District level and shall also provide training materials and reference manuals (user/ maintenance/ administration), prepared by NLPSV, to the participants. If required, System Integrator shall prepare local language based user manuals/videos for PACS.
- 1.6.7. The System Integrator shall arrange for training to select staff in DCCBs/StCBs, trainers deployed in the training centres of DCCBs/StCBs and other cooperative training institution. Such trainings shall be arranged by State PMUs/State Governments and System Integrator shall only depute their trained staff for the programme.
- 1.6.8. SI shall guide and train PACS staff on the use of software, submission of MIS, etc. through the period of association with PACS during digitisation process upto Go-Live as and when needed.
- 1.6.9. The System Integrator shall provide training to staff of RCS of the State Govt. for facilitating audit in a computerized environment along with modules like election of the society as facilitated in the software.
- 1.6.10. The System Integrator shall provide hands-on trainings to PACS staff on the use of NLPS, generation of reports, etc.
- 1.6.11. SI shall conduct the acceptance testing and verify the completeness and accuracy of the data digitised to NLPSV. State PMU or DCCBs/StCB may cause, at its will, to verify the test results provided by SI
- 1.6.12. SI shall supply test cases, test results, etc. to NLPSV as and when required

1.7. Documentation

- 1.7.1. Shall compute & document the required storage capacity in NLDR (data centre setup of NABARD) for the PACS to be integrated.
- 1.7.2. The System Integrator shall create and maintain all project documents that shall be passed on to the State/ State PMUs as deliverables as per the agreed project timelines. The documents created by the System Integrator will be reviewed by the State PMUs. Project documents include but are not limited to Data Migration project plan for the PACS, Detailed System Study Report, List of services, Service Definitions, Service Levels, Training and Knowledge Transfer Plans, Issue Logs, Data dictionary and data definitions, etc.
- 1.7.3. SI shall include the State specific learning for NLPS customization and document the necessary changes for NLPSV for implementation.
- 1.7.4. SI shall ensure record/document/data entry into service management modules of all incidences/complaints/issues/customisation requests.
- 1.7.5. SI shall generate appropriate control reports before and after digitisation to ensure accuracy and completeness of the data.

- 1.7.6. To provide various reports regarding- system usage, summary of resolved and unresolved complaints, availability and resource utilization reports, monitoring reports, when asked by the authorities.

1.8. Coordination with external stakeholders

- 1.8.1. To coordinate with National Level PACS Software Vendor (NLPSV) to ensure seamless installation/operationalisation and use of NLPS by PACS.
- 1.8.2. To provide scope for NLPSV to connect the subsystems/components of ERP software as per the requirement set under PACS Computerisation project.
- 1.8.3. To coordinate with BSNL/other network service provider for internet connectivity, if needed, for troubleshooting of the network problem.
- 1.8.4. To provide necessary inputs to NLPSV for customization and modifications of the software as per needs of the states. Details on suggestions of customization and modifications to be suggested to NLPSV.
- 1.8.5. To coordinate with NLPS regarding system downtimes for proper scheduling of activities and communicating to relevant stakeholders
- 1.8.6. To coordinate with Central PMU, State PMU, DLMIC/SLMIC, DCCBs/StCBs/line departments of the state govt. associated with the PACS to ensure smooth computerization of PACS.

1.9. Roll out

- 1.9.1. To prepare a detailed roll-out plan for each PACS in the phase and get the same approved by the State Government.
- 1.9.2. To provide the necessary assistance for the State PMU/StCB/DCCB/PACS during the design and implementation of the roll out plan.
- 1.9.3. The project leader and domain experts of System Integrator shall remain continuously available for their implementation team.

1.10. Others

- 1.10.1. The System Integrator shall depute two staff at central level support centre in State PMU.
- 1.10.2. The System Integrator shall participate in SLIMC and DLIMC meetings whenever asked to.
- 1.10.3. To apprise State PMUs about the PACS wise status of installation/operationalisation of software, its usage, and data digitization.
- 1.10.4. To conduct Ground Survey of selected PACS where System Integrator is involved in computerization in order to assess the situation of PACS, readiness for computerization, identify major challenges, suggest measure and provide detailed ground survey report to State PMU as and when required.
- 1.10.5. The System Integrator shall retain sufficient bench strength for replacement of personnel deployed at the field or at the central/state level teams.
- 1.10.6. To perform geotagging operations of PACS through NLPS and its associated infrastructure.
- 1.10.7. Conducting a detailed study of the project requirements, wherever necessary and provide a document relating to the functionalities, dashboard maintenance as required to support the PMU setup by NABARD.

- 1.10.8. The System Integrator shall support NLPSV in codification of various parameters by providing necessary information such as census codes, village codes, ward codes, crop codes and other codes specific to states.
- 1.10.9. To facilitate and provide support to hardware vendor selected by States, who shall be supplying computers along with peripheral devices.
- 1.10.10. To facilitate and support any other vendor hired by NABARD or State for supporting migration, supplement skilled human resource and for independent testing purpose.
- 1.10.11. To ensure the data security aspects with reference to the compliance of regulatory and industry standards.
- 1.10.12. The System Integrator shall provide skilled human resource with domain knowledge regarding PACS possessing skills required for data migration at PACS.
- 1.10.13. SIs will recommend state specific customization required in the NLPS which may involve but will not be limited to- providing templates for accounting as specified by State RCS or other regulatory body, recommending interfaces for state government portals such as land records portal, e-governance portals, citizen service delivery portals, etc. to NLPSV.
- 1.10.14. As per the project guidelines, the procurement of the hardware shall be arranged for by the respective state govts, and will be made available to the PACS.
- 1.10.15. To conduct study for capturing of data from various sources of data at the PACS and ensure its validity by coordinating with PACS officials, officials of DCCBs/StCBs and officials of RCS.
- 1.10.16. The System Integrator shall not misuse i.e. use the PACS data for any purpose other than the purpose for which it is accessed/compiled in terms of this RFP, else the same shall be treated as data breach under respective laws of the country.

Transition Management

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

1. Maintain steady operation of all services and maintenance of current service levels in PACS during data migration to NLPS.
2. Successfully complete all activities of legacy data migration, capturing meta data to provide a stable platform for ensuring conduct of day to day operations without any issues for PACS.
3. Transition period, as given in the project timelines clause, tentatively starting from the date of installation/operationalisation of PACS software.
4. Finalize the reporting and control mechanism in consultation with NABARD.
5. SI shall be equipped with necessary infrastructure to ensure that digitisation and data migration activities do not disturb the daily activities of the PACS.

Schedule IV- Project Schedule

Sr No	Stage of Work	Details	Timeline
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1	Conduct of SLIMC & Allocation of PACS	-	-
2	Acceptance of the Work Order	Copy of work order duly accepted by authorized signatory along with prescribed documents	Within 01 week of issuance of work order by the State
3.	Signing of Contract with State Govt/StCB/DCCB	Signed Contract	Within 1 week of acceptance of work order
4.	Submission of action plan / Ground level Survey & district wise presentation of SPMU	Action plan will contain the Detailed plan against each PACS, team members details, trainers details, support staff details, location of support center, data digitization team details etc.	Within 02 weeks of acceptance of work order
5.	Submission of As-Is for each individual PACS	Sign off from PACS secretary on As-IS document * Counter signature from DCCB	Within 2 weeks of acceptance of work order
6	Submission of To-Be document for each individual PACS	Sign off from PACS secretary on To-Be document. * Counter signature from DCCB	Within 3 weeks of acceptance of work order
7.	Legacy Data digitization & Migration including all live loan data, static data capturing on the tool. Sanitization of data, rectification of error, validation, verification of details. Sending Customization request, if any	Certification of completion from PACS Secretary and counter signature from DCCB	Within 09 weeks of acceptance of work order

		Software readiness test checklist certified by PACS secretary and counter certified by DCCB	
8.	Data porting, data acceptance testing. Correction of errors till successful onboarding	NLPSV acknowledgement towards successful onboarding	Within 10 weeks of acceptance of work order
9.	Participation in ToT programmes and deputation of trained System Integrator staff for PACS level trainings	Participation certificate	Within 12 weeks of acceptance of work order
10.	Completion of On system entries for the transactions done from cutoff date of 31 March 2023 to date of going- live	It Will be done by PACS staff but it will sole responsibility of System Integrator to get On-system entries completed through intensive Handholding within stipulated time.	Within 12 weeks of acceptance of work order
11.	Go-live **	Certificate by NLPSV	Within 12 weeks of acceptance of work order
12.	Continuation of Handholding & support till sunset date of the Project	Regular MIS & Compliance record throughout the Project Period	Throughout project period

*Once draft As-Is and To-Be document for each PACS prepared by System Integrator sign off from PACS secretary shall be obtained on both the documents. Later, the same shall be submitted to the convenor of DLIMC, viz., DCCB, along with a summarised As-IS and To-Be document. DLIMC shall present the same to SLIMC and if called upon, System Integrator shall participate in the meetings convened by DLIMC and SLIMC, as already stated at Clause No.18 Upon recommendation of SLIMC, State PMU will approve the As-Is & To-be documents.

** This Go-live stage is towards basic common functionalities including all credit related activities.

Schedule V: Payment Terms

- 1) Payment schedule is subject to modification by respective state governments/RCS/StCBs after approval by SLIMC and payment will be made on actual basis upon raising of bills.
- 2) For each set of PACS taken under the project, payment will be made in two parts. First one will be for Data digitization and Migration and second will be for Handholding & Support. Payment will be made on actual basis depending on the following progress milestones in respects of suitable lots of PACS as may be defined in the work order.

Part-1 Data digitization and migration		
S.No.	Deliverables	% to be released
1	Acceptance of work order	5%
2	Submission of Action Plan/Ground survey and presentation for SPMU	5%
3	Submission of As-Is & To-Be documents	5%
4	Completion of On boarding of PACS	5%
5	Completion of On-system data and go-live	15%
6	6 months after go-live	15%
7	To be released on quarterly basis in equal instalment in each quarter till second last quarter before the sunset date	40%
8	Last quarter ending with the sunset date	10%
Total		100%
Part 2: Handholding & Support		
Payment under Handholding & Support will be given quarterly on actual basis. Calculation of the quarters will be done from the issuance of work order.		

- i. The System Integrators shall submit their bills, invoices, certificates of completion along with necessary supporting documents to concerned StCB. After the verification is completed by StCB and recommended by SLIMC, it will be settled by StCB/DCCB. However, if the SLIMC cannot meet regularly due to state specific/ unavoidable reasons, the StCB/DCCB may, with the permission of Competent Authority of the StCB, decide to settle the payment and inform SLIMC, post facto.
- ii. A monthly and Quarterly Performance Report (QPR) shall be provided to State Government/ SDA at the end of every month and quarter containing the summary of milestones achieved and all incidents reported and associated System Integrator performance for that period. SDA can

assess the progress on the basis of the monthly reports/ QPR for the purpose of release of payments.

- iii. All payments will be made, subject to applicable taxes. Tax may be deducted at source, as per applicable laws.
- iv. The process of release of funds will be initiated only after execution of this contract on non-judicial stamp paper after acceptance of work order.
- v. All payments under this Agreement shall be made to the bank account specified by the agency as may be notified to the State Government / StCB/DCCB by the successful SI.
- vi. All the payments will be made subject to adherence to the Service Levels as per Schedule II of the SLA.

Schedule VI – EXIT MANAGEMENT SCHEDULE

1 PURPOSE

1.1 This Schedule sets out the provisions, which will apply on expiry or termination of the SLA/ Project Implementation and/or Operation and Management.

1.2 In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

1.3 The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2.2 In case of contract being terminated by <<'StCB/DCCB'>> , <<'StCB/DCCB'>> reserves the right to ask System Integrator to continue running the project operations for a period of upto 3 months after termination orders are issued or until the new System Integrator is appointed and functioning, whichever is later

2.3 Upon service of a notice under this Article the following provisions shall apply:(iv) Payment to the outgoing System Integrator shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements and services provided during the additional period as per the rates decided in the work order

(v) The outgoing System Integrator will pass on to <<'StCB/DCCB'>> and/or to the Replacement System Integrator the subsisting rights in any leased properties/ licensed products on terms not less favorable to <<'StCB/DCCB'>>/ Replacement System Integrator than that enjoyed by the outgoing SI.

3 COOPERATION AND PROVISION OF INFORMATION

3.1 During the exit management period:

(i) The <<'System integrator'>> will allow the <<'StCB/DCCB'>> or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the <<'StCB/DCCB'>> to assess the existing services being delivered.

(ii) promptly on reasonable request by the <<'StCB/DCCB'>> , the System Integrator shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the <<'System integrator'>> or sub-contractors appointed by the <<'System integrator'>>). The <<'StCB/DCCB'>> shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The <<'StCB/DCCB'>> shall permit the <<'System integrator'>> or its nominated agencies to have reasonable access to its employees and facilities to understand the methods of delivery of the services employed by the <<'System integrator'>> and to assist appropriate knowledge transfer.

5 CONFIDENTIAL INFORMATION, SECURITY AND DATA

The <<'System integrator'>> will promptly on the commencement of the exit management period supply to the <<'StCB/DCCB'>> or its nominated agency the following:

- (i) information relating to the current services rendered and PACS and performance data relating to the performance of sub-contractors in relation to the services;

- (ii) documentation relating to Project for Computerisation of PACS.
- (iii) documentation relating to sub-contractors;
- (iv) all current and updated data as is reasonably required for purposes of <<'StCB/DCCB'>> or its nominated agencies transitioning the services to its Replacement <<'System integrator'>> in a readily available format nominated by the <<'StCB/DCCB'>>, its nominated agency;
- (v) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable <<'StCB/DCCB'>> or its nominated agencies, or its Replacement <<'System integrator'>> to carry out due diligence in order to transition the provision of the Services to <<'StCB/DCCB'>> or its nominated agencies, or its Replacement <<'System integrator'>> (as the case may be).

Before the expiry of the exit management period, the <<'System integrator'>> shall deliver to the <<'StCB/DCCB'>> or its nominated agency all new or up-dated documents/ data and shall not retain any copies thereof.

6 GENERAL OBLIGATIONS OF THE <<'System integrator'>>

- i. The <<'System integrator'>> shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the <<'StCB/DCCB'>> or its nominated agency or its Replacement <<'System integrator'>> and which the <<'System integrator'>> has in its possession or control at any time during the exit management period.
- ii. For the purposes of this Schedule, anything in the possession or control of any <<'System integrator'>>, associated entity, or sub-contractor is deemed to be in the possession or control of the <<'System integrator'>>.
- iii. The <<'System integrator'>> shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

7 EXIT MANAGEMENT PLAN

The <<'System integrator'>> shall submit to the <<'StCB/DCCB'>> or its nominated agency a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation.

- (i) A detailed program of the transfer process that could be used in conjunction with a Replacement <<'System integrator'>> including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- (ii) plans for the communication with such of the <<'System integrator'>>'s sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the <<'StCB/DCCB'>>'s operations as a result of undertaking the transfer;
- (iii) The <<'System integrator'>> shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

- (iv) Each Exit Management Plan shall be presented by the <<'System integrator'>> to and approved by the <<'StCB/DCCB'>> or its nominated agencies.
- (v) The terms of payment as stated in the Terms of Payment Schedule include the costs of the <<'System integrator'>> complying with its obligations under this Schedule.
- (v) In the event of termination or expiry of SLA, and Project Implementation, each Party shall comply with the Exit Management Plan.
- (vi) During the exit management period, the <<'System integrator'>> shall use its best efforts to deliver the services.
- (vii) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- (viii) This Exit Management plan shall be furnished in writing to the <<'StCB/DCCB'>> or its nominated agencies **within 90 days from the Effective Date** of this Agreement.

Schedule – VII - AUDIT, ACCESS AND REPORTING

PURPOSE

This Schedule details the audit, access and reporting rights and obligations of the <<'StCB/DCCB'>> or its nominated agency and the <<'System integrator'>>

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1 AUDIT NOTICE AND TIMING

- 1.1 As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable during the Implementation Phase, the <<'StCB/DCCB'>> or its nominated agency and thereafter during the operation Phase, the <<'StCB/DCCB'>> or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the <<'System integrator'>> any further notice of carrying out such audits.
- 1.2 The <<'StCB/DCCB'>> or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the <<'System integrator'>>, a security violation, or breach of confidentiality obligations by the <<'System integrator'>>, provided that the requirement for such an audit is notified in writing to the <<'System integrator'>> a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the <<'System integrator'>> considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in this agreement.
- 1.3 The frequency of audits shall be a (maximum) half yearly, provided always that the <<'StCB/DCCB'>> or its nominated agency shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the <<'System integrator'>>. Any such audit shall be conducted by with adequate notice of 2 weeks to the <<'System integrator'>>.
- 1.4 <<'StCB/DCCB'>> will ensure that any 3rd party agencies (except CAG) appointed to conduct the audit will not be the competitor of <<'System integrator'>> and will be bound by confidentiality obligations.

2 ACCESS

The <<'System integrator'>> shall provide to the <<'StCB/DCCB'>> or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and

inspections. The State Government/ StCB/DCCB shall have the right to copy and retain copies of any relevant records. The <<'System integrator'>> shall make every reasonable effort to co-operate with them.

3 AUDIT RIGHTS

- 3.1 The <<'StCB/DCCB'>> or its nominated agency/ State Government/ Project SPMU shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), documents, records, procedures relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
- (i) The security, integrity and availability of all data processed, held or conveyed by the System Integrator on behalf of <<'StCB/DCCB'>> and documentation related thereto;
 - (ii) That the actual level of performance of the services is the same as specified in the SLA;
 - (iii) That the <<'System integrator'>> has complied with the relevant technical standards, and has adequate internal controls in place; and
 - (iv) The compliance of the <<'System integrator'>> with any other obligation under the SLA.
 - (v) For the avoidance of doubt the audit rights under this Schedule shall not include access to the <<'System integrator'>>'s profit margins or overheads, any confidential information relating to the <<'System integrator'>>' employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the SLA.

4 AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

- 4.1 The <<'System integrator'>> shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labour, services, equipment or materials in respect of the services. The <<'System integrator'>> shall inform the <<'StCB/DCCB'>> or its nominated agency prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.
- 4.2 **REPORTING:** The <<'System integrator'>> will provide quarterly reports to the State Government/ StCB/DCCB regarding any specific aspects of the Project and in context of the audit and access information as required by the <<'StCB/DCCB'>> or its nominated agency.

5 ACTION AND REVIEW

- 5.1 Any change or amendment to the systems and procedures of the <<'System integrator'>>, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- 5.2 Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the <<'StCB/DCCB'>> or its nominated agency and the <<'System integrator'>> who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of this agreement..

6 TERMS OF PAYMENT

The <<'StCB/DCCB'>> / State Government/ Project SPMU shall bear the cost of any audits and inspections. The terms of payment are exclusive of any costs of the <<'System integrator'>> and the sub-contractor, for all reasonable assistance and information provided under this agreement, the Project Implementation, Operation and Management SLA by the <<'System integrator'>> pursuant to this Schedule.

7 RECORDS AND INFORMATION

For the purposes of audit in accordance with this Schedule, the <<'System integrator'>> shall maintain true and accurate records in connection with the provision of the services and the

<<'System integrator'>> shall handover all the relevant records and documents upon the termination or expiry of this Agreement.

