

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
1	5			Important Dates Note	Note: The word 'Vendor/Vendors or Bidder/Prime Bidder or Bidders has been used interchangeably with 'System Integrator/System Integrators' for the purpose of this document.	The term Prime Bidder is used in case of consortium. Please confirm whether consortium is allowed in this tender. How many consortium members are allowed. Kindly confirm	Please refer to corrigendum. Consortium is not allowed in this tender
2	10		General	Definitions	Consortium	Considering the project implementation is comprehensive and deployment of manpower and resources is huge, it is requested to allow consortium to address the tender and implement once getting the order	Request not acceded to.
3	52	53.1	EMD Table	EMD for different States	Earnest Money Deposit (EMD)	ITI being a central PSU may be exempted from submission of EMD and allow to submit Bid security declaration	Request not acceded to.
4	36	24	4	Technical Experience	Experience and Technical Capability	The eligibility clause may be allowed to be met as a consortium	Request not acceded to.
5	38	24	6	Manpower	Manpower	We understand that manpower requirement may be allowed to be met as a consortium	Request not acceded to.
6	38	24	6	Manpower	Manpower	For manpower with certification, an undertaking may be allowed to be given that certified manpower will be deployed once order is received	Please refer to corrigendum
7	49	48.6	48.6.1 & 48.6.2	IT Solution definition	IT solutions means solutions relating to Cloud, 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.	We understand that IT solution definition is pertaining to eligibility criteria in clause 24 subclause 4	Yes and definition is applicable to clause 48 (Evaluation of technical bid) also
8	49	48.6	48.6.1 & 48.6.2	IT Solution definition	IT solutions means solutions relating to Cloud, 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.	In eligibility criteria clause 24 subclause 4, it is asked Purchase order and completion for the projects complying the requirement. But in 48.6.2, it is mentioned as completed or ongoing project. Kindly confirm whether ongoing projects are also considered to meet the eligibility	Ongoing project are also considered to meet eligibility provided <b>client certificate</b> /CA certificate from statutory auditor of bidder/phase completion certificate is submitted along with work/purchase order. Please refer to corrigendum
9	49	48.6	48.6.1 & 48.6.2	IT Solution definition	IT solutions means solutions relating to Cloud, 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.	We understand that the experience requirement can be any of the areas mentioned in IT solution definition	Yes.
10	50-52			Eligibility and Manpower requirement as per technical evaluation matrix	Technical Evaluation Matrix	We understand that the experience and manpower resource requirement can be met as a consortium	No. consortium is not allowed in this tender
11	22	Digitization and Migration of data			18.2.5 To migrate all forms of data from existing structures including manual records to NLPSP database and storage of the same in the storage arrangements of NABARD/ NLDR as per the standard data structure devised by NLPSP.	a) How much data is there to be migrated ? B) Will there be data cleansing required ? C) Will there be data entry required ?	a. Bidders are requested to visit PACS ascertain required data b. Yes c. Yes
12	24	18.3 Support			18.3.1 To set up support centres approximately for a cluster of about 200 PACS. The no. of PACS to be submitted by a single support centre may vary depending upon the geographical spread or other such relevant state specific feature. The SI 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 currency of the project depending upon the requirement, the support staff at the Centre shall remain available on phone/chat 24x7.	a) How many support centres are required ? B) How many staffs are required per support centre ? C) As support is required for 24/7 basis, should staffs be on standby to visit the premises ? D) What are the languages to be known by support staff ?	a. One support centre for a cluster of 200 PACS b. atleast 2 staff per support centre. please refer to clause.no. 1.7 c. Clause. 18.3.1 is self explanatory- field visits are to be done during office hours and beyond office hours in case of administrative exigencies only. D. administrative language of the state
13	25	18.4 Testing and Training			18.4.6 The SI shall depute sufficient no. of its resources for the master training programme conducted by NLPSP on NLPSP and the trained manpower shall impart further training to PACS in the training programmes conducted by NABARD. The deputed SI staff shall receive training on the use of the software under master trainers programmes. SI shall impart further training on NLPSP 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 NLPSP, to the participants. If required, SI shall prepare local language based user manuals/videos for PACS.	a) How many staffs are to be trained ? B) Will training be an ongoing project ? C) Will there be re-training required ?	a. One support centre to cater cluster of 200 PACS 1 master trainer to train 100 PACS ( 1 staff per PACS) extra 20% of the total no of master trainers in the state shall be identified for redundancy. b. One time training will be provided to the master trainers. c. one additional round of refresher training to be provided by System Integrator to PACS Staff, if required.
14	29	1 Project Timelines			12. Go-live ** Certificate by NLPSP Within 18 weeks of acceptance of work order	This timeline is very short. Need to understand the amount of legacy data to be migrated.	Please refer to clarification no. 11

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15	39	27 Subcontractors			27.4 In relation to a sub-contractor appointed in terms of this clause, NABARD/State Government may, withdraw its approval and direct the selected bidder to terminate the appointment of such subcontractor with immediate effect or within such other period as may be prescribed by NABARD/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 subcontractor. Upon receipt of notice by the selected Bidder, the selected Bidder shall be required to terminate the appointment of such sub-contractor, provided that nothing contained in this clause shall affect the right of the selected Bidder to appoint any other sub-contractor in terms of this Clause.		Not a query
16	22	18	18.2	To perform digitization of various records through scanning/or by entering the data manually/or by other suitable means for ensuring clear and quality images of even seriously damaged, tarnished, clouded documents. It is expected that legacy data related to all live loans from the date of sanction of loan and all other core data related to share capital, membership, etc. from the date of origin of such data to be digitized.	18.2.2	What is the basis of quoting rate per PACS,if volume of data is not know?	Please refer to corrigendum
17	22	18	18.2	It is expected that data from cut-off date to current date will be done by PACS staff but it will be the responsibility of SI to get On-system entries completed through Training Staff/support centre within stipulated time	18.2.3	Who will perform scanning & digitization work. It is confusing in clause No.18.2.3 &18.2.4	Scanning and digitisation work is responsibility of SI- please refer to corrigendum
18	55	55	55.2	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 startUps subject to meeting of quality & technical specifications. Such startUps may submit DPIIT recognition certificate for claiming exemptions indicated at clause 24 on Eligibility Criteria	55.2	We are having startup company, recognized by DPIIT. Can we participate for Category-1 states ?	Yes provided all other eligibility criterion is met.
19	38	24	6	Manpower	RFP requires manpower of 200 in their payroll if SI is bidding for a state with above 5000 PACS.	This clause may be deleted since the work involved is for a brief period and having 200 resources on payroll is financially not feasible. The experience of the bidder in handling similar projects may be given weightage than the No. of employees on the payroll.	Please refer to corrigendum
20	19	16	16.1	Method of Empanelment	Bidder to give separate state-wise quote for all the PACS in the state	In order to give statewide quote, Data pertaining to average membership, Loanees, Deposits, branches and business verticals is required. NABARD may facilitate availability of the required data.	Bidders are requested to visit PACS in states they are interested to apply ascertain required data
21	23	18.2	18.2.12	Digitization and Migration of data	SI shall ensure complete data cleaning and validation for all data digitised and loaded on to NLPSPV...	Since the data ownership is with PACS, the CEO of PACS should ensure the authenticity of data before migration to NLPs	Data cleansing and validation of all data digitised is responsibility of SI. CEO of PACS would certify the authenticity of data.
22	23	18.2	18.2.15	Digitization and Migration of data	...SIs shall obtain the exported data in the new PACS data structure from existing database to ensure seamless migration	The Cooperation Dept. and SiCB should coordinate with the existing vendor to migrate the legacy data as SI is a third party	SI will receive all necessary support from members of SLIMC/DLIMCs
23	24	18.3	18.3.2	Support	Two of the staff of SI shall be stationed at State PMUs as State Level Support...	In case of multiple SIs getting the work order in a state(L1, L2, L3...), we presume that the responsibility lies with L1 alone. Please clarify	No. All selected SIs shall station two support staff at State level support centre
24	31	20	20.1	Deliverables	Capacity building and training workshops for stakeholders	SiCBs and Cooperation department may be advised to make available their existing training infrastructure viz., ACSTIs, CTIs, ICMs etc .for effective implementation.	Identification of training infrastructure would be done by SLIMC/DLIMCs
25	33	22	22.1 & 22.2	Payment Terms	...payment will be made on quarterly basis upon raising of bills..	The frequency may be modified to a monthly basis and payment to be effected within 1 week from the date of Invoice for the work completed in the preceeding month.	Request not acceded to.
26	176	Schedule IV	4	Project Schedule	Submission of action plan / Ground level Survey & district wise presentation of SPMU	NABARD may designate the statelevel facilitating agency for ground level survey etc.	Ground level survey is responsibility of SI. Request not acceded to
27	176	Schedule IV	6	Project Schedule	Certification of completion from PACS Secretary and counter signature from DCCB	1. It will be highly difficult to collect certificates from individual PACS secretaries who are engaged in daily operations and may not dedicate time. 2. In several states, it is a common experience that one Secretary caters to more than 3 or 4 PACS and hence the process becomes more complicated and time consuming. Instead, the branch manager of the DCCB or the departmental auditor may be made responsible for the purpose. 3. Obtaining a support document from the PACS secretary for the invoice/s to be raised by SI will also become cumbersome and tedious.	Request not acceded to.
28				Resolution of differences among NLPSPV, SIs and Hardware vendors		NABARD may establish a robust and transparent conflict resolution and grievance redressal mechanism for the same	State PMU, DLIMC, SLIMC are present to resolve the differences.
29						1. Legacy Data Cut-off date from when the opening balance of the PACS is to be taken	Please refer to clause.no.18.2.2 of corrigendum
30						2. The rate should be finalized by looking at the members of the PACS, because some PACS are small and some are very large.	Request not acceded to.
31						3. Since large organizations have many types of different trading modules so it will take a lot of time for Digitization	Not a query

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32						4. How can SI will integrate with software company about changes in PACS software	SI will use tool provided by NLPSPV to digitize data. SI would suggest changes in software through State PMU, DLIMC, SLIMC to Central PMU
33						5. After the system integrator completes the work given for PACS, suppose the PACS refused to use the software and does not continue the work, who will responsible for that	SI will not be responsible in such cases.
34						6. Hardware Support: Which type of hardware support provide by System Integrator	SI has no role is supply and support of hardware
35						7.Security Audit Report: Which Security Audit needs to be submit before Go/lie	Security Audit report consisting of password managements, access managements etc.
36						8.Payment Terms if work is completed before the schedule?	100% payment would be done after 18 months of Go-live
37						9.Eligibility Criteria: Turn over: Kindly allow us for turn over greater than 5 Cr and less than 10 Cr. for applying number of states 3 to 5.	Request not acceded to
38	14	1	1.6	Prime responsibilities of System Integrators	1.6.1	By when the formats would be made available for digitisation of the legacy data?	Will be communicated to empanelled System Integrators
39	14	1	1.6	Prime responsibilities of System Integrators	1.6.2	To which authority the state specific customization would be recommended and who would standardize the recommendations?	SI would recommend customisation to DLIMC/ SLIMC/ SPMU.
40	14	1	1.6	Prime responsibilities of System Integrators	1.6.4	How the offline mode is envisaged? What is expected from the SI? The offline mode needs to be facilitated in the NLPSP.	NLPSP will have offline mode, it can be used by SI to migrate data, will facilitate and upload to system incase of network issues.
41	14	1	1.6	Prime responsibilities of System Integrators	1.6.5	Please define software onboarding support. Normally software onboarding is a one-time activity undertaken in the beginning of the project.	SI may provide software onboarding support to PACS that may onboard onto project till 31 March 2022
42	14	1	1.6	Prime responsibilities of System Integrators	1.6.8	The data migration needs are required to be defined and standardized. This would lead to proper checking and audits by the concerned PACS / DCCB.	Same would be done by SLIMCs and communicated to selected SI.
43	14	1	1.6	Prime responsibilities of System Integrators	1.6.9	What are the course content on which the DCCB/SICB personnel needs to be trained as Master Trainers?	Same will be shared with empanelled SI. Master trainers will be trained in these aspects
44	15	1	1.7	Functions of Support Centre	1.7.2	What are the expected timelines for the resolution of the issues? Would there be any SLA defined? If yes then by whom and when?	Please refer to Annexure-XXII of RFP. Expected timelines for resolution of issues is provided in tentative SLA. Final SLA would be negotiated and signed by State Government authorised agency.
45	15	1	1.7	Functions of Support Centre	1.7.4	It is requested to define and provide the escalation matrix and SLA during the bid period as it may affect the financial proposal.	Please refer to Annexure-XXII of RFP.
46	22	18	18.1	Installation	18.1.4	What would be nature of services to facilitate the NLPSP in integrating PACS and CBS? These services would be advisory in nature or otherwise?	SI shall facilitate NLPSP by providing crucial information that may be demanded by NLPSP. SI may also provide recommendations through DLIMC/SPMU to NLPSP
47	23	18	18.2	Digitization and Migration of data	18.2.4	What are the timelines for making the digitisation tool available for SIs? The digitisation activity can only start when this tool is available.	Communicated to empanelled System Integrators
48	24	18	18.3	Support	18.3.1	When would the support phase start?	Support phase would start from the day of signing of agreement
49	24	18	18.3	Support	18.3.1	Would the cluster size of 200 PACS be standard for all SIs for the purpose of bidding?	200 PACS is minimum cluster size. Please refer to clause no. 24
50	25	18	18.3	Support	18.3.10	It is suggested that various stages of the computerization be standardized by NABARD as per the vision of the project.	Please refer to Clause 21- Project timelines
51	25	18	18.4	Last date and time for submitting a detailed application, including Technical & Financial Bids/Proposals 03:00 PM on 09 January 2023	Important Dates	We request the NABARD to kindly provide an extension of at least 1 month for submitting the tailor-made response from the date of submission mentioned in the RFP No. NB. HO. IDD/884/Pol-06-PC-7/ 2022-23 dated 23 November 2022. As the last date for final bid submission is 09/01/2023 before 15:00 hrs, which is a very short duration for submitting the bid documents for the RFP of this magnitude. As you know bid documents consist of a very lengthy documentation procedure that includes many declarations, exhibits, and the whole response document needs to be printed, duly stamped, signed for submission as per the RFP document, also bidder needs to undergo approval from finance, legal and senior management in order to submit the RFP as per internal process and even upcoming holiday season would pose challenge in submission of response for the RFP.	Request has not been acceded to. However, bidders are requested to visit NABARD website for any updates on this aspect
52	3	Important Dates	NA	Last date and time for submitting a detailed application, including Technical & Financial Bids/Proposals 03:00 PM on 09 January 2023	Important Dates	We request the NABARD to kindly provide an extension of at least 1 month for submitting the tailor-made response from the date of submission mentioned in the RFP No. NB. HO. IDD/884/Pol-06-PC-7/ 2022-23 dated 23 November 2022. As the last date for final bid submission is 09/01/2023 before 15:00 hrs, which is a very short duration for submitting the bid documents for the RFP of this magnitude. As you know bid documents consist of a very lengthy documentation procedure that includes many declarations, exhibits, and the whole response document needs to be printed, duly stamped, signed for submission as per the RFP document, also bidder needs to undergo approval from finance, legal and senior management in order to submit the RFP as per internal process and even upcoming holiday season would pose challenge in submission of response for the RFP.	Request has not been acceded to. However, bidders are requested to visit NABARD website for any updates on this aspect
53	14	1.6	1.6.1	SIs shall prepare legacy data, digitise and port PACS data into National Level PACS Software (NLPSP), the RFP for which has been floated by NABARD vide No. NB. HO. IDD/570/Pol-06/2022-23 dated 07 September 2022.	1.6.1	We request NABARD to provide details on 1. Number of records to be ported 2. Number of Pages to be digitised As RFP does not provide any details on the legacy data which is to be digitised and ported in NLPSPV software.	Bidders are requested to visit PACS in states they are interested to apply ascertain required data
54	14	1.6	1.6.7	Digitise legacy data existing in manual/semi computerised/computerised form at PACS.	1.6.7	We request NABARD to provide details on Number of Pages to be digitised per PACS As RFP does not provide any details on the legacy data which is to be digitised and ported in PACS software.	Bidders are requested to visit PACS in states they are interested to apply ascertain required data
55	14	1.6	1.6.8	Migrate PACS data to the new software and obtain migration certificate from the PACS / DCCB, after due checks.	1.6.8	We request NABARD to provide details on Number of records to be ported As RFP does not provide any details on the legacy data which is to be digitised and ported in NLPSPV software.	Bidders are requested to visit PACS in states they are interested to apply ascertain required data
56	15	1.7	1.7.2	To visit PACS for the resolution of any issues as per the expected timelines.	1.7.2	We request NABARD to consider a line item in the commercial for every visit by the support resources onsite in the PACS, as SI cannot ascertain the number of visits required by the SI resource onsite during the project tenure as the visit to PACS include multiple variable components in order to arrive at the costing.	Request not acceded to
57	22	18.2	18.2.2	To perform digitization of various records through scanning/or by entering the data manually/or by other suitable means for ensuring clear and quality images of even seriously damaged, tarnished, clouded documents. It is expected that legacy data related to all live loans from the date of sanction of loan and all other core data related to share capital, membership, etc. from the date of origin of such data to be digitized.	18.2.2	We assume that there is only one mean of digitization of records i.e. through SCANNING.  Kindly define what NABARD team means by:  <b>or by entering the data manually/or by other suitable means</b>	No. Digitization includes manual entry of data, scanning and use of tools like excel Entering data manually or by other suitable tools means use of tools provided by NLPSPV to transfer legacydata into NLPSP system. Please refer to corrigendum also
58	23	18.2	18.2.10	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/SICBs and officials of RCS.	18.2.10	We request NABARD to consider, the study and data to be captured would have been already done by NPLS or would be the Scope of NLPSPV. All SOPs will also be finalised by the NPLSP before we are handed over the software for Digitization and Porting of Data from the legacy system.	Request not acceded to

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59	23	18.2	18.2.15	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.	18.2.15	We request NABARD or the NODAL Agency appointed by the state to coordinate with the existing PACS Solution provider in cases where in PACS are already computerised for providing the existing data structures, data definition and data for migration from the legacy system , thier may be cases wherein the existing PACS solution provider would not coporate to provide the data & may cause delay in the project.	SLIMC would coordinate in such cases. However, SI shall be ready to manually migrate legacy data.
60	25	18.4	18.4.1	The SI shall perform role of system administrators and user administrators by coordinating with DCCBs/SCBs in order to implement user identity and access management to separate various users.	18.4.1	We request NABARD to clarify the details towards the number of training sessions to be conducted by the SI for the PACS officials. We also request NABARD that PACS officials who would be attending training should have a good proficiency in the computer skill in order to provided training to be effective and sucessful program.	1 SI s would train 100 PACS members with one round of training and refresher training as and when required
61	11	Definitions		"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.		We request NABARD to consider, State Level Support centre to be the physical support center with 2 resources and cluster level support center would not necessarily be the physical set up it can be a resources deployed locally at the convinent location for servicing the particular cluster of the PACS without a physical set up.	Request not acceded to.
62	14	1.6	1.6.2	SIs shall recommend state specific customization required in the NLPs	1.6.2	We request NABARD to provide the details of the study conducted by the NLPsV for specific customisation statewide as their may be mutple funtionalties prominently used by the PACS diffrently from state to state or district to district.	Same would be provided to empanelled system integrators
63	14	1.6	1.6.3	1.6.3 To provide State level support system including support centre for computerisation of PACS.	1.6.3	We request NABARD to consider, State Level Support centre to be the physical support center with 2 resources and cluster level support center would not necessarily be the physical set up it can be a resources deployed locally at the convinent location for servicing the particular cluster of the PACS without a physical set up.	Request not acceded to.
64	14	1.6	1.6.4	1.6.4 SIs shall enable provision to run the software on offline mode and later upload the data in the system in case of network issue.	1.6.4	We request NABARD to consider, the mentioned point would be in the scope of NLPsV as the same would be solution feature and there is no role of SI towards the same as SI is nor providing the software nither the network.	NLPsV will have provision to upload data automatically in offline operations. However SI is expected to handhold the PACS if automatic updation of data doesn't happen due to any reason
65	14	1.6	1.6.6	1.6.6 Install software prepared by NLPsV or ensure the readiness of the web based solution on the system of PACS, as the case may be	1.6.6	We request NABARD to ensure the adequate infra, network and other peripheral systems available including security and AVS as per the NLPsV software compatibility and also NABARD or State level nodal agency to ensure the availability of skilled staff at the PACS level to manage day to day operations.	Hardware would be procured and commissioned at PACS by state authorised agency. Training of PACS Staff would be done by System Intergrators
66	14	1.6	1.6.9	1.6.9 Train DCCB/SCB or personnel identified by the State Government as Master Trainers, and train PACS personnel, as also handhold them, on software usage and hardware maintenance.	1.6.9	We request bank to provide the clarly on the following in regards with the training: 1. Who would provide the training infra for providing the training to the PACS officials , we request NABARD or State Nodal Agency to provide the same cluster wise or State level training program to be arranged so that the SI officials trained on the NLPsV software can impart effective training to the PACS officlas. 2. We request NABARD to provide more clarity on the period of handholding support to be provided by the SI per PACS, as the same will have a cost implication 3. We request NABARD to provide clarity on the term hardware Maintenance mentioned in the said point and scope of the same . Mentioned point would be out of scope of the SI as the harware would be provided by the respective state government through a diffrent vendor.	
67	15	1.7	1.7.1	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 furnitures such as table and chair. The functions expected from Support Centre are:- 1.7.1 To attend to service calls from PACS, DCCBs, SCBs and vendors	1.7.1	We request NABARD to consider, State Level Support centre to be the physical support center with 2 resources and cluster level support center would not necessarily be the physical set up it can be a resources deployed locally at the convinent location for servicing the particular cluster of the PACS without a physical set up.	Request not acceded to.
68	15	1.7	1.7.2	1.7.2 To visit PACS for the resolution of any issues as per the expected timelines.	1.7.2	We request NABARD to consider a situation wherein the SI support resouces visits the particular PACS in order to resolve the issues but due to power outage , network connectivity or any other situation out of the control of SI same would not be considered in the SI resolution timeline and no penalties would be imposed on the bidder which is not attributable to the SI	factors not attributed to SI will not be penalised
69	15	1.7	1.7.3	1.7.3 To coordinate with nearby SIs (if any), NLPsV and other vendors for seamless delivery of services to PACS.	1.7.3	We request NABARD to provide the clarity on the terms, To coordinate with nearby SIs (if any) and other vendors and scope towards the same	SI may co-ordinate with other nearby SI to get assistance to resolve similar issues faced by PACS
70	22	18	18.1.1	To install NLPs or enable system readiness for web based NLPs solution, as the case may be, and migration tools supplied by NLPsV/NABARD.	18.1.1	We request NABARD to ensure the adequate infra, network and other peripheral systems available including security and AVS as per the NLPsV software compatibility and also NABARD or State level nodal agency to ensure the availability of skilled staff at the PACS level to manage day to day operations	Please refer to clause.no 65 of RFP
71	22	18	18.1.3	SI will collect and prepare legacy data of identified PACS in the format prescribed by NLPsV	18.1.3	We request NABARD to provide detailed SOP' s, training to the SI resources and manuals for migrating the Legacy data from the PACS to NLPsV solution.	It is part of the training to master trainers. Manuals would be provided to SIs
72	22	18	18.1.5	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.	18.1.5	We request NABARD to consider, the mentioned point in the scope of the NLPsV. SI would only communicate the required customisation and the interface requirement to the NLPsV state team for doing the needful or resolving the any issues.	SI would only <b>recommend</b> state specific customisation to NLPsV
73	22	18	18.2.1	To collect and prepare legacy data from PACS upto cut-off date as specified by the States/NABARD or any other regulatory bodies.	18.2.1	We request NABARD to consider setting up the DDCB level Digitization centre instead of SI resource visiting the individual PACS , Ditrict level Digitization center would publish the schedule for the PACS on the given date and time PACS officials can visit the digitization center with the manual records and same can be scanned and digitized at the center, SI resource visiting the individual PACS has many cons as thier might be power outage, issues of network conectivity and other cuircumstances which would delay the digitization process of the manual legacy data and overall deulying the project and SI resouce may need to visit the PACS mutiple time which makes the activity unviable commercially for System Integrators.	Request not acceded to
74		18	18.2.2	18.2.2 To perform digitization of various records through scanning/or by entering the data manually/or by other suitable means for ensuring clear and quality images of even seriously damaged, tarnished, clouded documents. It is expected that legacy data related to all live loans from the date of sanction of loan and all other core data related to share capital, membership, etc. from the date of origin of such data to be digitized.	18.2.2	We request NABARD to ensure SI is provided with the defalut values in case of missing values during the migration process by the PACS officials or state nodal agency & we also request NABARD or the NODAL Agency appointed by the state to coordinate with the existing PACS Solution provider in cases where in PACS are already computerised for providing the existing data structures, data definition and data for migration from the legacy system , thier may be cases wherein the existing PACS solution provider would not coporate to provide the data & may cause delay in the project. Role of PACS staff (with good computer and english skill) would be very crucial for providing the error free, valid data from the legacy records for ensuring the sucessful migration of the PACS from Legacy system to the NLPsV solutions.	Please refer to query no 59

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75	23	18	18.2.4	SI shall digitise all historical data at PACS as per the digitisation tool provided in NLPS. This includes scanning of manual records (such as membership forms, identity and address proofs, member Photo/Signature, Land records, Loan Ledger, Trading Register, etc.) and data entry of those scanned forms into the NLPS. However, the SI shall also digitise other than legacy/current data whenever asked.	18.2.4	We request NABARD to provide the clarity on the sentence " However, the SI shall also digitise other than legacy/current data whenever asked." We also request NABARD to provide clarity on the timelines, training to SI resources for providing the data migration tool and template by NLPSV vendor.	a. Clause refer to need based non-routine work b. Same will be shared with empanelled SI
76	23	18.2	18.2.4	SI shall digitise all historical data at PACS as per the digitisation tool provided in NLPS. This includes scanning of manual records (such as membership forms, identity and address proofs, member Photo/Signature, Land records, Loan Ledger, Trading Register, etc.) and data entry of those scanned forms into the NLPS.	18.2.4	We request NABARD to consider SI will be only responsible for Legacy Data. Once completed all fresh data will be taken care by PACS team.	Request not acceded to
77	23	18	18.2.6	The validation and accuracy of the data being migrated or entered into NLPS shall be the responsibility of SIs. SI 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, other software used by PACS through suitable migration tool provided by NLPSV.	18.2.6	We Request NABARD to consider, Validation of the migrated data would be responsibility of PACS Staff or DCCB officials.	Request not acceded to
78	23	18	18.2.10	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/SICBs and officials of RCS.	18.2.10	We assume that said study and data to be captured would have been done by NPLSV. Also all SOPs will also be finalised by the NPLSV before we are handed over the software for Digitization and Porting of Data	SI would perform study for capturing of data from various sources of data at PACS not NLPSV. SOPs would be provided to SI for digitization and porting of data
79	23	18	18.2.15	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.	18.2.15	we request NABARD or the NODAL Agency appointed by the state to coordinate with the existing PACS Solution provider in cases where in PACS are already computerised for providing the existing data structures, data definition and data for migration from the legacy system, this may be cases wherein the existing PACS solution provider would not cooperate to provide the data & may cause delay in the project. Role of PACS staff (with good computer and english skill) would be very crucial for providing the error free, valid data from the legacy records for ensuring the successful migration of the PACS from Legacy system to the NLPSV solutions.	Please refer to query no 59
80	24	18	18.3.1	To set up support centres approximately for a cluster of about 200 PACS. The no. of PACS to be submitted by a single support centre may vary depending upon the geographical spread or other such relevant state specific feature. The SI 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 currency of the project depending upon the requirement, the support staff at the Centre shall remain available on phone/chat 24x7.	18.3.1	We request NABARD to consider, State Level Support centre to be the physical support center with 2 resources and cluster level support center would not necessarily be the physical set up it can be a resources deployed locally at the convenient location for servicing the particular cluster of the PACS without a physical set up.	Request not acceded to
81	24	18	18.3.1	To set up support centres approximately for a cluster of about 200 PACS. The no. of PACS to be submitted by a single support centre may vary depending upon the geographical spread or other such relevant state specific feature. The SI 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 currency of the project depending upon the requirement, the support staff at the Centre shall remain available on phone/chat 24x7.	18.3.1	We request NABARD to provide clarity on the requirement of the 24x7 Support, as the working hours of the PACS is (08 AM to 08 PM) and would also request to provide the scope for 24x7 support.	Clause is self-explanatory
82	24	18	18.3.4	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.	18.3.4	We assume that a NABARD needs a dedicated support contact number of a person who would be available to report the any incident to the central teams, NLPSV and regulators.	Yes
83	24	18	18.3.5	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 center in case the call is received by PACS directly. Moreover, cluster level support center may also seek support from State level support team.	18.3.5	We assume that a NABARD needs a dedicated support contact number and contact details of a state level support team as setting up the state level toll free contact center would be an costly affair as the same would need resources for attending the call and also toll free number of every state along with other required peripheral infra for operationalising the call center is altogether a different project every state.	No. SI shall set up toll free number at state level support team with ticketing system
84	24	18	18.3.6	To provide help desk support to PACS during the project period with multiple escalation levels as per the gravity of problem.	18.3.6	We request NABARD to provide the access to the SI resources on the state level and cluster level support to NLPSV & other vendors like hardware, network cyber security Ticketing and Incident Management solution in order to log on the tickets and follow up on the same.	PACS would contact support centres set up by SI. SI will coordinate with other stakeholders to resolve the issues.
85	25	18	18.3.8	To ensure that the services of trained manpower is available uninterrupted for support and SI shall make necessary arrangement for the same.	18.3.8	We request NABARD to provide training at the regular intervals to SI support resources for any changes and updates in the NLPSV solution in order to resolve any difficulties faced by the PACS staff at the ground level. Infra for providing such trainings to be provided by the NABARD or the respective state nodal agency.	Request is already envisaged under the project
86	25	18	18.4.5	18.4.5 Validation of migrated data against the source data using relevant tools/scripts/customized applications and documentation.	18.4.5	We request NABARD to provide more clarity on the validation of the migrated data from the SI Prespective.	The data migrated shall be validated by SI in concurrence with PACS secretaries with appropriate documentation. OTY/ biometric based validation of member data which would be part of NLPS shall be performed by the SI. <input type="checkbox"/>

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87	25	18.4	18.4.1	The SI shall perform role of system administrators and user administrators by coordinating with DCCBs/SICBs in order to implement user identity and access management to separate various users.	18.4.1	We request NABARD to clarify and clearly define how many sessions of training need to be conducted for PACS.	One round of training and refresher training as and when required
88	25	18	18.4.6	18.4.6 The SI shall depute sufficient no. of its resources for the master training programme conducted by NLPSPV on NLPSP and the trained manpower shall impart further training to PACS in the training programmes conducted by NABARD. The deputed SI staff shall receive training on the use of the software under master trainers programmes. SIs shall impart further training on NLPSP 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 NLPSPV, to the participants. If required, SI shall prepare local language based user manuals/videos for PACS.	18.4.6	We request NABARD to provide the training materials and reference manuals/Videos (user/ maintenance/ administration), prepared by NLPSPV in Local Language, to the participants of training and the PACS. Preparing any training materials from SI side would be out of scope. Any infra required for providing training to the PACS Staff would be the responsibility of NABARD/State Government or respective nodal agencies nominated by the state.	Already envisaged under the project
89	26	18	18.4.12	SI shall supply test cases, test results, etc. to NLPSPV	18.4.12	We request NABARD to provide more clarity on the mentioned point, as per standard industry practice Test Cases would need to be provided by NABARD or NLPSPV	Test cases would be provided by SI based on their implementation experience to appropriately conduct user testing of NLPSP as per different ground level situation.
90	23	18	18.2.6	The validation and accuracy of the data being migrated or entered into NLPSP shall be the responsibility of SI. SI 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, other software used by PACS through suitable migration tool provided by NLPSPV.	18.2.6	We request NABARD to provide the manual data from the PACS in English Language in order to migrate the same on data migration template provided by the NLPSPV. Their Might be instances wherein the manual data or the Existing data of the PACS from the legacy pacs software would be in regional language of the respective states.	NLPSP would be supporting all administrative language of all states. It is responsibility of system integrators to migrate the legacy data even those in regional vernaculars into the system.
91	26	18	18.5.1	Shall compute & document the required storage capacity in NLDLR (data centre setup of NABARD) for the PACS to be integrated.	18.5.1	We request NABARD to provide the more clarity on the mentioned point, ideally NLPSPV & NLDLR would have already sized the storage requirement in DC & DR of NABARD for per PACS based on the size of the PACS.	SI shall provide information on storage capacity in order to make NLDLR dynamic, scalable and adaptive to changing needs as project implementation progress.
92	26	18.5	18.5.3	SI shall include the State specific learning for NLPSP customization and document the necessary changes for NLPSPV for implementation.	18.5.3	We request NABARD to clarify, As per our understanding and the NLPSPV RFP, NLPSPV is going to study all states and also implement 1000 PACS across all States. Thus they would be sharing all documentation with the selected SI.	NLPSPV would be performing ground level study in Pilot phase. System Integrators would conduct study in PACS where they are implementing and recommend necessary customisation, parameterisation and configuration as per need to make NLPSPV adaptable to local needs
93	26	18	18.5.4	SI shall ensure record/document/data entry into service management modules of all incidences/complaints/issues/customisation requests.	18.5.4	We request NABARD to provide the access to the SI resources on the state level and cluster level support to NLPSPV & other vendors like hardware, network cyber security Ticketing and Incident Management solution in order to log on the tickets and follow up on the same.	SI shall set up support centre and co-ordinate with other stake holders to resolve the issue. Please refer to corrigendum aswell.
94	27	18	18.8.11	To ensure the data security aspects with reference to the compliance of regulatory and industry standards	18.8.11	We request NABARD to provide more clarity on the mentioned point as per scope of the project SI would not hold any data transactional or anyother data in the SI environment same is with the NLPSPV and NLDLR vendor.	System Integrators shall follow SOPs provided by NABARD in their functioning in order to ensure data security aspects
95	28	20	20.1	Acceptance of the Work Order and Signing of Agreements	20.1	We request NABARD to consider, The work order should be placed by NABARD directly as the funding is being routed through NABARD all action of work order and payments be done by NABARD centrally.  The necessary process of sign off from PACS and other bodies can be made on-line.  This will ease out the entire process.	Request not acceded to
96	28	20	3	Deployment of the software and hardware	3	We assume that deployment of all the infra, network any other peripherals including softwares required would be done by NABARD or any nodal state agency opinted by the state government, SI roles would be to install the NLPSPV solution on the said systems of respective PACS.	Yes. But primary responsibility of SI is to deploy software at PACS. Which includes but not limited to user configuration, activation of features, allocating functions as per need of PACS, deactivation and updation of upgrades as and when provided by NLPSPV
97	29	20	4	Customisation	4	We assume that SI would only need to provide the list of customisation to the NLPSPV and coordinate the same and any customisation in the system is to be done by NLPSPV team.	Yes
98	29	20	10	Training and Capacity building	10	We request NABARD to provide the training materials and reference manuals/Videos (user/ maintenance/ administration), prepared by NLPSPV in Local Language, to the participants of training and the PACS. Preparing any training materials from SI side would be out of scope. Any infra required for providing training to the PACS Staff would be the responsibility of NABARD/State Government or respective nodal agencies nominated by the state.	Already envisaged under the project
99	29	20	11	Setting up of Support Centre/s	11	We request NABARD to consider, State Level Support centre to be the physical support center with 2 resources and cluster level support center would not necessarily be the physical set up it can be a resources deployed locally at the convenient location for servicing the particular cluster of the PACS without a physical set up. for Instance if we see the number of PACS in state of Maharashtra is approx 20000 if the physical support center needs to be set up for each cluster of 200 Pacs then the total number of cluster support center would be 100 with required infra would be huge cost for the SI which would make the project unviable commercially	Request not acceded to
100	31	21	NA	Project Timelines	NA	We request NABARD to provide more clarity on the timelines in syncronised manner with the NLPSPV roll out as there is very high dependencies on the other stake holders for meeting the project timelines from the SI perspective.	All stakeholders would be in place before empanelment. SI will not be penalised for factors not attributed to them
101		21	NA	Project Timelines	NA	We request NABARD to rollout the project in the phased manner as it would be very difficult for any SI to do the migration and digitization of the records simultaneously for all the PACS in one go their would be crunch of the skilled resources for rolling out the project of such a magnitude.	The micro level implementation schedule would be finalised by State authorised agency. However the broad timelines given in the RFP shall be adhered to by SI. Please refer to corrigendum
102	29	20	20.4.ii	Details of Issue/ Problem/ Bugs/ Defect (tracker) and solution	20.4.ii	We assume that SI will only report the bugs to NLPSPV. The responsibility of resolution will be with NLPSPV.  We request NABARD to clarify in case the software solution doesn't work or resolution is not received from NLPSPV in the sepecified time line.	Yes. Issues not attributable to SI will not be penalised. SPMU in consultation with CPMU shall decide on resolution of such cases.
103	29	20	20.5.ii	Data Migration Report <input type="checkbox"/> Data Migration Assessment <input type="checkbox"/> Migration and Transition Approach <input type="checkbox"/> Detailed Data Migration Plan <input type="checkbox"/> Scripts required for data migration	20.5.ii	We request NABARD to Consider the points mentioned in the section are roles and responsibility of the NLPSPV software solution. As SI, we will only follow details provided by NLPSPV.	SI shall follow SOPs provided to the. However, micro level implementation given in the clause is SI responsibility

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104	29	20	20.5.iii	Data cleansing and sanitisation plan and report	20.5.iii	We request NABARD to consider, SI will be responsible for Data creation. Validation of data has to be done by PACS team only as they are actual owners of data.	Validation would be done by SI in concurrence and acceptance of PACS team
105	30	20	20.6	PACS data availability at DCCBs/ S/CBs/ RCS/ NABARD report with images/screenshots integration/ interface.	20.6	We request NABARD to clarify the Scope of SI in the mentioned point . Also this should be a separate Commercial line item in the Commercial Format.	
106	30	20	20.6.iv	Test plan, cases and scenarios, System Test, Integration Test, Load Test and Performance Test.	20.6.iv	We assume that these are roles and responsibility of the NPLSV software solution.  SI cannot do any of these roles and activities.	Please refer to corrigendum. SI is required to extend their support in conduct of these activities
107	32	21	20.12	Go-live timelines-This Go-live stage is towards basic common functionalities including all credit related activities.	20.12	As discussed in the meeting there are multiple phases:  1. SI will be provided software for Data entry and digitization by Feb. / March'23  2. SI will start the Data entry and Digitization phase. In this process the work should happen at a centralised location where SI can create the entire setup for the same. The data can be transmitted from individual PACS to centralised location. There should be separate Timelines, Commercial and Payment terms for these activities. We are enclosing the same as Annexure VIII.  3. The data validation will be done by PACS. In case same is not done in a defined time frame the same should be considered deemed validated.  Important: If the GL balance does not match with individual balance a separate Balancing Account be opened for PACS where the GL balance should be transferred.  4. The duly tested software by NPLSV / NABARD will be provided in Sept.'23 after which SI will start Support activities.	Suggestions would be considered during formulations of SOP.
108	34	22	22.3	22.3 The System Integrators shall submit their bills, invoices, certificates of completion along with necessary supporting documents to concerned SNCB. After name is compiled by SNCB, recommended by SLIMC, it will be settled by S/CB/State Designated Agency identified by State Government.	22.3	We request NABARD To consider, As this entire project is being funded by GOI through NABARD, all orders and payments be done by NABARD after due sign offs are submitted by various authorities as required by NABARD in a time bound manner. In case approvals are not given in due timelines it should be treated as Deemed Approval and payments released.	Request not acceded to
109	31-32	21	NA	1 Conduct of SLIMC & Allocation of PACS : ----- 2 Acceptance of the Work Order : Within 01 week of issuance of work order by the State 3. Signing of Contract with State Govt./State designated agency : Within 1 week of acceptance of work order 4. Submission of action plan /Ground level Survey & district wise presentation of SPMU : Within 02 weeks of acceptance of work order 5. Submission of As-Is & To-Be document for each individual PACS : Within 3 weeks of acceptance of work order 6. Legacy Data Migration including all live loan data, static data capturing on the tool. Sanitization of data, verification of error, validation, verification of details. Sending Customization request, if any : Within 11 weeks of acceptance of work order 7. Data porting, data acceptance testing, Correction of errors till successful onboarding : Within 13 weeks of acceptance of work order 8 Participation in ToT programmes and deputation of trained SI staff for PACS level trainings : Within 13 weeks of acceptance of work order 9. Completion of On system entries for the transactions done from cutoff date till sep'22 : Within 15 weeks of acceptance of work order 10. Completion of On system entries for the transactions done from cutoff date till March '22 : Within 16 weeks of acceptance of work order 11. Completion of On system entries for the transactions done from cutoff date till the date of going live : Within 17 weeks of acceptance of work order 12. Go-live ** : Within 18 weeks of acceptance of work order	21	1 Conduct of SLIMC & Allocation of PACS : ----- 2 Acceptance of the Work Order : Within 01 week of issuance of work order by the State 3. Signing of Contract with State Govt./State designated agency : Within 1 week of acceptance of work order 4. Submission of action plan /Ground level Survey & district wise presentation of SPMU : Within 02 weeks of acceptance of work order 5. Submission of As-Is & To-Be document for each individual PACS : Within 3 weeks of acceptance of work order 6. Legacy Data Migration including all live loan data, static data capturing on the tool. Sanitization of data, verification of error, validation, verification of details. Sending Customization request, if any : Within 11 weeks of acceptance of work order 7. Data porting, data acceptance testing, Correction of errors till successful onboarding : Within 13 weeks of acceptance of work order 8 Participation in ToT programmes and deputation of trained SI staff for PACS level trainings : Within 13 weeks of acceptance of work order 9. Completion of On system entries for the transactions done from cutoff date till sep'22 : Within 15 weeks of acceptance of work order 10. Completion of On system entries for the transactions done from cutoff date till March '22 : Within 16 weeks of acceptance of work order 11. Completion of On system entries for the transactions done from cutoff date till the date of going live : Within 17 weeks of acceptance of work order 12. Go-live ** : Within 18 weeks of acceptance of work order	Request not acceded to
110	31-32	21	NA	1 Conduct of SLIMC & Allocation of PACS : ----- 2 Acceptance of the Work Order : Within 01 week of issuance of work order by the State 3. Signing of Contract with State Govt./State designated agency : Within 1 week of acceptance of work order 4. Submission of action plan /Ground level Survey & district wise presentation of SPMU : Within 02 weeks of acceptance of work order 5. Submission of As-Is & To-Be document for each individual PACS : Within 3 weeks of acceptance of work order 6. Legacy Data Migration including all live loan data, static data capturing on the tool. Sanitization of data, verification of error, validation, verification of details. Sending Customization request, if any : Within 11 weeks of acceptance of work order 7. Data porting, data acceptance testing, Correction of errors till successful onboarding : Within 13 weeks of acceptance of work order 8 Participation in ToT programmes and deputation of trained SI staff for PACS level trainings : Within 13 weeks of acceptance of work order 9. Completion of On system entries for the transactions done from cutoff date till sep'22 : Within 15 weeks of acceptance of work order 10. Completion of On system entries for the transactions done from cutoff date till March '22 : Within 16 weeks of acceptance of work order 11. Completion of On system entries for the transactions done from cutoff date till the date of going live : Within 17 weeks of acceptance of work order 12. Go-live ** : Within 18 weeks of acceptance of work order	21	We request NABARD to provide the timelines for migrating the PACS in the particular state in the phased manner for each state.	Same will be shared with empanelled SI
111	33	22	22.1	22.1 Payment schedule is subject to modification by respective state governments/ RCS/S/CBs after approval by SLIMC and payment will be made on quarterly basis upon raising of bills.	22.1	We request NABARD to remove the mentioned point, thiers should not be any deveation from the payment schedule as per the state & payment towards support to be realised on the monthly basis.	
112	33	22	22.2	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 quarterly basis depending on the following progress milestones in respects of suitable lots of PACS as may be defined in the work order	22.2	We request NABARD to consider, 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 monthly basis depending on the following progress milestones in respects of suitable lots of PACS as may be defined in the work order	Request not acceded to
113	33	22	Part 1	Part-1 Data digitization and migration 1 Acceptance of work order : 5% 2 Submission of Action Plan/Ground survey and presentation for SPMU :10% 3 Submission of As-Is & ToBe documents : 10% 4 Completion of On boarding of PACS: 25% 5 Completion of On-system data and go-live : 20% 6 6 months after go-live :10% 7 12 months after go-live :10% 8 18 months after go-live :10%	Part 1	We request NABARD to consider following paymet terms; 1 Acceptance of work order : 5% 2 Submission of Action Plan/Ground survey and presentation for SPMU : 10% 3 Monthly bill of records digitized / migrated : 75% • The service provider shall raise the invoice activity wise completed or partial completed work in a month along with the work done certificate of bidder of work done. • The payment would be release on monthly basis. 4 Verification of work completed : 10% • The work will be verified in next 7 days else will be considered as deemed verified.	request not acceded to
114	34	22	Part 2	Part 2: Handholding & Support :Payment under Handholding & Support will be given on quarterly basis till the sunset date. Calculation of the quarters will be done from the issuance of work order	Part 2	We request NABARD to consider, Part 2: Handholding & Support :Payment under Handholding & Support will be given on monthly basis till the sunset date. Calculation of the month will be done from the issuance of work order	request not acceded to

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115	39	26	26.3	26.3 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 selected bidder 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.	26.3	We request NABARD to consider, 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 selected bidder 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. at the mutually agreed commercials based on the efforts involved for carrying out such activities.	Request not acceded to
116	39	27	NA	27 Subcontractors	27	We request NABARD to allow subcontracting for the said project looking at the magnitude of the project local people and resources would need to be engaged for over a contract period in order to provide the seamless support services to the ground level PACS.	Already included
117	49	48	48.6.2	48.6.2 "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 2012 Or ii. Work order issued on or after 01 Oct 2012 covering a set of 20 PACS or multiple thereof. Project in the Category-I state: i. Project value of Rs.50 lakh under single work order issued on or after 01 Oct 2012 Or ii. Work order issued on or after 01 Oct 2012 covering 50 PACS or multiple thereof	48.6.2	We request NABARD to consider, "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 2012 Or ii. Work order issued on or after 01 Oct 2012 covering a set of 20 PACS or multiple thereof. Project in the Category-I state: i. Project value of Rs.50 lakh under single work order issued on or after 01 Oct 2012 Or ii. Work order issued on or after 01 Oct 2012 covering 50 PACS or multiple thereof	Request not acceded to
118	50	48	48.6.3	48.6.3 The bidder shall submit documentary proof showing successful completion along with work order issued. ii. 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 2012). = 1 project : 10 marks 2-3 projects- 15 marks >3 projects- 20 marks	48.6.3	We request NABARD to remove the mentioned point project is only relevant to the SI who have a prior work experience of working in the BFSI domain like DCCB, SCB 's, RRB 's, co-operative banks or PACS.	Request not acceded to
119	50	48	48.6.3	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 2012). 1 -2 Projects: 10 marks 3-5 Projects: 15 marks More than 5 Projects: 20 Marks Additional marks: Experience in providing data digitization/data migration/integration services in cooperative societies: Upto 100 cooperative societies including PACS: 5 marks 101-500 cooperative societies including PACS: 10 marks Above 500 cooperative societies including PACS: 15 marks	48.6.3	We request NABARD to consider, 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 2012). 1 -2 Projects: 10 marks 3-5 Projects: 15 marks More than 5 Projects: 20 Marks Additional marks: Experience in providing data digitization/data migration/integration services in cooperative societies: Upto 100 cooperative societies / Coporative Bank branches/RRB 's branches /UCB 's branches including PACS: 5 marks 101-500 cooperative societies / Coporative Bank branches/RRB 's branches /UCB 's branches : 10 marks Above 500 cooperative societies / Coporative Bank branches/RRB 's branches /UCB 's branches : 15 marks	Request not acceded to.
120	50	48	48.6.3	iv. Experience of the bidder for the project mentioned at point no. (i) and (ii) in the States bidder has applied for Upto 50% of the State: 02 marks More than 50% of the states: 5 marks	48.6.3	We request NABARD to provide more clarity on the mentioned point and also clarify the terms "Upto 50% of the State: 02 marks More than 50% of the states: 5 marks".	Please refer to corrigendum
121	52	53		Earnest Money Deposit (EMD)	53	We request NABARD to provide the clarity on the instance wherein SI is willing to participate in the multiple state of category 1 and category 2 states, in that scenario SI needs to submit multiple EMD for each state the SI is participating for in that case how the EMD would be identified by the NABARD for respective state or bidder pays the total consolidated EMD amount and provide the single UTEN detail or SI needs to submit EMD separately for each state he is participating for the mentioned project. Kindly provide the clarity and also request NABARD to provide the clarity for each state technical and commercials bid would be submitted in through the e tendering process.	Separate EMD should be submitted for separate states. Bids should also be submitted separately for separate states
122	NA	NA	NA	General	NA	We request NABARD to arrange a session or provide a manual for uploading the bid on etendering portal chosen by the NABARD to avoid any last minute confusion for uploading the bid document on the etendering portal	Manual is available in C1 portal. It can be accessed using following link: <a href="https://nabard.eproc.in/ProductNABARD/trainingKits/TrainingKitDocUploadActionPu b.action?&amp;PublicUrl=1&amp;DocTypeId=1#">https://nabard.eproc.in/ProductNABARD/trainingKits/TrainingKitDocUploadActionPu b.action?&amp;PublicUrl=1&amp;DocTypeId=1#</a>
123	57	60	60.1 & 60.2	60 Additional Payments 60.1 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. 60.2 However, the bidder may factor in such expenses within the total project cost to meet the requirement described in the scope of work	60.1 & 60.2	We request NABARD to remove the mentioned point, As SI resources may need to visit the pacs location multiple times. We request NABARD to provide the line item in the commercial bid towards per visit charges. At this point in time SI may not be able to gauge the number of visits that each pacs would require in order to be made live and onsite support to be provided.	Request not acceded to
124	58	63	63.1	63 Performance Bank Guarantee (PBG) 63.1 The successful bidder 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.	63.1	We request NABARD to consider, The successful bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by State Government equivalent to 3% of the contract value and shall cover the period of assignment.	Request not acceded to





Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
137	NA	NA	NA	General	NA	We Request NABARD to provide the following data in order to arrive at the costing and effort estimation on the data migration front: 1. No. of PACS along with the number of branches and other available details Computerised till date Data needed State Wise 2. No. of PACS along with the number of branches and other available details running on the Manual mode till date Data needed State wise	Bidder may visit PACS in states they are interested to ascertain the status
138	NA	NA	NA	General - Data Validation/ Migration Audit	NA	We request NABARD to consider , Migration Audit and Data Validation needs to be taken care by the PACS officials or the competent authority appointed by state to do the same.	Data validation and migration audit would be done by SI.
139	57	61	61.1	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.	61.1	Bidder suggests to modify the clause as : 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 both the parties shall 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.	Request not acceded to
140	58	61	61.2	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.	61.2	The Bidder suggests to modify the clause as: 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, and both parties shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the other party 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 other party will give notice of any such claim or demand of liability within reasonable time to the bidder.	request not acceded to
141	58	61	61.1	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 handling over processes and formalities for the new Service Provider. However, the successful bidder shall not have any right to terminate the Agreement entered into subsequent to this RFP.	61.1	Bidder suggests to modify the clause as below: 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 03 months. 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 handling over processes and formalities for the new Service Provider.	request not acceded to
142	60	67	67.3	The State Government reserves the right to adjust the penalty and Liquidity damages if any, against any amount payable to the bidder or PBG.	67.3	<b>The Bidder suggests to modify the clause as:</b> The State Government reserves the right to adjust the penalty and Liquidity damages if any, against any amount payable to the bidder or PBG.	Request not acceded to
143	60	68	68.2	In case of delay beyond a period of 15 days unless otherwise waived by State Government/ State Designated Agency, State Government/State Government Agency at its discretion may consider the delay as a ground for termination of the Agreement.	68.2	The Bidder suggests to modify the clause as: In case of delay beyond a period of 30-45days unless otherwise waived by State Government/ State Designated Agency, State Government/State Government Agency at its discretion may consider the delay as a ground for termination of the Agreement.	Request not acceded to
144	62	70		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.		The Bidder suggests to modify the clause as: Any publicity by either party in which the name of NABARD/State Government or Bidder is to be used should be done only with the explicit written permission of NABARD/State Government or Bidder.	Request not acceded to.
145	63	71	71.2	If a Force Majeure situation arises, the vendor 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 vendor 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.	71.2	The Bidder suggests to modify the clause as: If a Force Majeure situation arises, the vendor shall promptly notify the State Government, in copy to NABARD, of such condition, the cause thereof and the change that is necessitated due to the conditions. Notwithstanding anything contained in this agreement, no party shall be liable for any failure to perform any of its obligations under this agreement if the performance is prevented, hindered or delayed by a Force Majeure Event. In the case of happening of any Force Majeure event the either party shall forthwith and immediately, notify the other in writing of happening of such event. Any such delay beyond 30 days shall entitle the Bank at its sole option to terminate this agreement after service of 15 days' notice to the Company.	Request not acceded to.
146	63	74	74.1	It will be State Government's endeavour to resolve amicably any disputes or differences that may arise between State Government and the vendor from misconstruing the meaning and operation of the tender and the breach that may result.	74.1	The bidder suggests to modify the clause as: This clause shall not be accepted as when the dispute arises between the State government and Bidder then State government is not liable to have the rights to resolve the dispute as they are itself a party of the dispute.	Request not acceded to.

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
147				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.		<p>The Bidder suggests to modify the clause as:</p> <p>1. The parties shall settle all disputes arising in connection with this project, if possible, amicably. If the matter is not resolved through mutual discussions, either party, may by giving a written notice, cause the matter to be referred to for resolution of the appropriate higher management of both the parties.</p> <p>2. In case of disputes or differences arising between the Parties hereto, unless settled amicably between the Parties hereto as per 1, shall be referred to and finally settled by arbitration and such arbitration shall be conducted by an arbitration panel comprising of a sole arbitrator.</p> <p>3. The arbitration panel as referred to above shall be appointed by the Appropriate Authority. The arbitration panel shall deliver the award in the arbitration proceedings within three (3) months from reference of any dispute to arbitration. The place of arbitration shall be Mumbai.</p> <p>4. The Parties agree that the award passed by the arbitration panel shall be final and binding upon the Parties, and that the Parties shall not be entitled to commence or maintain any action in any court of law in respect of any matter in dispute arising from or in relation to the project, except for the enforcement of an arbitral award passed by an arbitration panel pursuant to this clause.</p> <p>14.5 If applicable, in the event that (i) an arbitrator has already been appointed under this Master Contract in respect of a dispute and (ii) a dispute has arisen under a subcontract ("Subcontract Dispute") between Supplier and a Sub-Supplier and (iii) the Subcontract Dispute concerns the same or substantially the same subject matter as a dispute referred to arbitration under this Master Contract referred to in 13.1 above, then no later than seven (7) days after the date of the award, the parties shall jointly appoint a sole arbitrator to resolve the dispute.</p>	Request not acceded to.
148	64	74	74.8	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.	74.8	<b>The bidder suggest modification in the below clause:</b> This clause is not accepted as if the arbitrator will direct the fees in the award then how will the party pay the fees before the award?	Request not acceded to.
149	67	76	76.1	As part of this project, if the vendor/service provider infringes upon the intellectual property rights of any third person, vendor/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 Vendor/Service provider under this project.	76.1	The Bidder suggests to modify the clause as: As part of this project, if the either party infringes upon the intellectual property rights of any third person, that party shall be primarily liable to indemnify the other party 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 either party under this project.	Request not acceded to.
150	67	76	76.2	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 selected bidder as part of the delivery to fulfil the scope of this project.	76.2	The Bidder suggests to modify the clause as: Either Party shall indemnify, protect and save other party against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of the service provider, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by selected bidder as part of the delivery to fulfil the scope of this project. **This clause can be removed as it is repetitive to indemnification clause.	Request not acceded to.
151	67	77	77.2	The vendor/unsuccessful bidder 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 attorney's 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 vendor under this RFP document; and/or b) An act or omission of the vendor, employees, agents, sub-contractors in the performance of the obligations of the vendor under this RFP document; and/or c) Claims made by employees or subcontractors or subcontractors' employees, who are employed by the vendor, against NABARD/State Govt. and/or d) Breach of any of the terms of this RFP document and/or of the agreement to be entered subsequent to this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful bidder under this RFP document and/or of the agreement to be entered subsequent to this RFP; and/or e) Negligence or gross misconduct attributable to the vendor 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 vendor contained in this RFP document; and/or h) The use of unlicensed and illegal Software and/or allied components by the successful bidder.	77.2	The Bidder suggests to modify the clause as: The Either Party shall indemnify other party and shall keep indemnified and hold other party, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against other party as a result of: a) NABARD's authorized / bona fide use of the Deliverables and /or the Services provided by the vendor under this RFP document; and/or b) An act or omission of the vendor, employees, agents, sub-contractors in the performance of the obligations of the vendor under this RFP document; and/or c) Claims made by employees or subcontractors or subcontractors' employees, who are employed by the vendor, against other party; and/or d) Breach of any of the terms of this RFP document and/or of the agreement to be entered subsequent to this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful bidder under this RFP document and/or of the agreement to be entered subsequent to this RFP; and/or e) Negligence or gross misconduct attributable to the vendor 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 vendor contained in this RFP document; and/or h) The use of unlicensed and illegal Software and/or allied components by the successful bidder.	Request not acceded to.
152	68	77	77.2	The vendor 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.	77.2	<b>The bidder suggests the below mentioned modification:</b> this clause is not accepted.	Request not acceded to.
153	69	79	79.3	NABARD and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the vendor's premises with prior notice to ensure that data provided by NABARD/ PACS/ DCCB/ SCB/ State Government is not misused. The vendor will have to cooperate with the authorized representative/s of NABARD and will have to provide all information/ documents required by NABARD.	79.3	The Bidder suggests to modify the clause as: NABARD and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the vendor's premises with prior notice not less than 14 (fourteen) business working days to ensure that data provided by NABARD/ PACS/ DCCB/ SCB/ State Government is not misused. The vendor will have to cooperate with the authorized representative/s of NABARD and will have to provide all information/ documents required by NABARD.	Request not acceded to.

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
154	69	80	80.4	80.1 The vendor/bidder 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. 80.2 In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification. 80.3 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 vendor in advance	80.4	<b>The bidder suggest below addition to the clause:</b> the fees of the auditor (internal and/or external) shall be born by NABARD. The bidder will only support with providing documents, records etc. realting to the project.	Request not acceded to.
155	14	1.6	1.6.1	Prime responsibilities of System Integrators	SI shall prepare legacy data, digitise and port PACS data into National Level PACS Software (NLPS), the RFP for which has been floated by NABARD vide No. NB. HO. IDD/570/Pol-06/2022-23 dated 07 September 2022.	Request you to clarify what are the specific activity SI has to perform on preparing legacy data, digitise and port PACS data into National Level PACS Software (NLPS). Is NABARD going to provide any tool for the same.	SI shall use tool provided by NABARD/NLPSV to digitize the data from PACS. Please refer to clause no.15, 18 and 20 of the RFP
156	14	1.6	1.6.2	Prime responsibilities of System Integrators	SI shall recommend state specific customization required in the NLPS	The functional scope is already defined in the NLPSV RFP and during pilot phase NLPSV already gather state specific requirements and customize the same. So, what is the scope of SIs in further customization.	NLPSV will perform customisation during pilot phase. SI shall recommend customisation, configuration, parameterisation of NLPS for the PACS where they are implementing
157	14	1.6	1.6.4	Prime responsibilities of System Integrators	SI shall enable provision to run the software on offline mode and later upload the data in the system in case of network issue.	The offline functionality development is part of NLPSV. Please clarify on how SIs would be responsible for running offline software and data upload. Is the data upload of PACS is responsibility of SIs during offline operation.	Please refer to corrigendum
158	15	1.6	1.6.7	Prime responsibilities of System Integrators	Digitise legacy data existing in manual/semi computerised/computerised form at PACS	Request you to clarify what are the specific activity SI has to perform to prepare Digitise legacy data existing in manual/semi computerised/computerised form at PACS.	All legacy data of PACS that s stored in physical ledgers/ excel spread sheets/ any other software relating to all the activities performed by the PACS shall be completely brought into NLFS system till the legacy data migration cutoff date
159	22	18/18.1	18.1.4	Scope of Work	SI shall facilitate NLPSV in integration of PACS to Core Banking Software (CBS) of DCCBs/SCBs.	NABARD is requested to clarify what kind of activity SI has to perform during integration between NLPSV and Core Banking Software (CBS) of DCCBs/SCBs.	SOP will be provided to empanelled SI
160	22	18.2	18.2.1	Digitization and Migration of data	To collect and prepare legacy data from PACS upto cut-off date as specified by the States/NABARD or any other regulatory bodies.	Up to date data should be provided a day prior to migration for avoiding any manual work for post migration.	It is responsibility of SI to collect, migrate and digitise data upto cutoff date
161	22	18.2	18.2.3	Digitization and Migration of data	It is expected that data from cut-off date to current date will be done by PACS staff but it will be the responsibility of SI to get On- system entries completed through Training Staff /support centre within stipulated time.	Up to date data should be provided a day prior to migration for avoiding any manual work for post migration.	It is responsibility of SI to collect, migrate and digitise data upto cutoff date
162	23	18.2	18.2.15	Digitization and Migration of data	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.	As part of NLPSV RFP, the data migration scripts are part of NLPSV and the same was expected to hand- over to SI in non pilot phase. So, development of migration scripts by understanding of legacy database by SI is not clear.	Clause is applicable in states where PACS have been already customised. SI shall coordinate in such states to understand data base structures of the incumbent solution provider and suggest to NLPSV for configuring and customise NLPS to ensure smooth migration.
163	24	18.2	18.2.17	Digitization and Migration of data	SI shall incorporate all comments and suggestions of SLIMC/DLMC/DCCBs/SCB/PACS/State PMUs in the data Digitisation/ Migration Strategy.	This is part of NLPSV scope in NLPSV RFP.	Data migration is responsibility of SI
164	26	18.4	18.4.10	Testing and Training	The SI shall provide hands-on trainings to PACS staff on the use of NLPS, generation of reports, etc	NABARD is requested to provide the tentative timelines for hands-on trainings to PACS staff for per PACS.	Same will be shared with empanelled SI
165	19	14	14.3	Purpose of RFP	The empanelment of SI through this RFP does not necessarily mean allocation of work. Allocation of work by issuance of work order by the states, 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.	Once a SI is empanelled by NABARD, is there any commitment on number of minimum PACS a SI would get and what is the timelines.	No. Depends on decision of state government
166	16	2	2.2	Objective of Computerisation of PACS	Transform PACS into multi service entities offering	Kindly Clarify the expectation.	Clause refer to overall objective of PACS
167	16	2	2.8	Objective of Computerisation of PACS	enable PACS to integrate onto various GOF's platforms seamlessly connect PACS with the higher-tier institutions and Government departments in the domains	Kindly Clarify if this falls in the scope fo Computerization/Digitization. Please share details	Clause refer to overall objective of PACS not specific responsibility of SI
168	22	18.2	18.2.2	Digitization and Migration of data	To perform digitization of various records through scanning/or by entering the data manually/or by other suitable means for ensuring clear and quality images of even seriously damaged, tarnished, clouded documents.	Please provide volumetrics at PACS level to be considered. Also Growth in volumes to be considered	Bidders are requested to visit PACS in states they are interested to apply ascertain required data

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
169	22	18.1	18.1.1	18.1 Installation	To install NLPs or enable system readiness for web based NLPs solution, as the case may be, and migration tools supplied by NLPsV/NABARD.	Please clarify the tools sets which will be provided	shared with empanelled SI
170	22	18.2	18.2.2	Digitization and Migration of data	To perform digitization of various records through scanning/or by entering the data manually/or by other suitable means for ensuring clear and quality images of even seriously damaged, tarnished, clouded documents.	Does the Bidder Need to provide any Tools for digitization, testing	NLPsV will provide tool for migration. SI will use the tool to migrate the data
171	34	22 Payment terms	22.2		Part 2: Handholding & Support - Payment under Handholding & Support will be given on quarterly basis till the sunset date.	Bidder requests that payment under handholding and support to be on monthly basis in place of quarterly basis.	Request not acceded to
172	60	64 Forfeiture of performance security	64.1		64.1 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 vendor's failure to complete its obligations under the contract. This is without prejudice to the State Government's right to proceed against the vendor in the event of the security being not enough to fully cover the loss/damage.	Bidder request that before forfeiture of PBG , we should be given an opportunity of being heard and the final decision should be taken post discussions.	Request not acceded to & SI will not be penalised for factors not attributed to them
173	61	65 Termination of Contract	65.1 to 65.5		All sub clauses	Bidder request that before termination we should be given an opportunity of being heard and the final decision should be taken post discussions . If at all it is decided to terminate the contract , bidder shall be indemnified for all costs incurred on this project till the date of termination .	SI will not be penalised for factors not attributed to them. Sufficient system has been envisaged under the project
174	61	67 Penalty for Default in Services	67.1 to 67.3		All sub clauses	Bidder requests that the LD & all Penalties taking together under this RFP should be capped at 5% of the Total Contract Value.	Request not acceded to
175	62	68 Penalty and Liquidated Damages for non-completion	68.1 to 68.9		All sub clauses	Bidder requests that the LD & all Penalties taking together under this RFP should be capped at 5% of the Total Contract Value.	Request not acceded to
176	10		Definitions		"Contract Price" means the price payable to the SI under the Contract for the full and proper performance of all its contractual obligations.	"Contract Price" means the price payable to the SI under the Contract for the <del>full and proper the performance of all its contractual obligations</del>	Request not acceded to
177	16	2	2.4		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.	2.4 To <del>seamlessly connect PACS with the higher-tier institutions and Government</del> departments in the domains of agriculture, banking and rural development for dissemination of knowledge to grassroots.	Request not acceded to
178	16	2	2.5		2.5 To seamlessly onboard PACS onto National Level PACS Software (NLPs)	2.5 To <del>seamlessly onboard PACS onto National Level PACS Software (NLPs)</del>	Request not acceded to
179	16	3	3		All costs and expenses incurred by bidders in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by NABARD, will be borne entirely and exclusively by the bidder. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.	All costs and expenses incurred by bidders in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by NABARD, will be borne entirely and exclusively by the bidder. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne <del>equally by the bidder and NABARD</del> .	Request not acceded to
180	18	9	9		9. Disqualification Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in disqualification.	9. Disqualification Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in disqualification from the current bidding process.	Request not acceded to
182	18	12	12		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.	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, <del>however, shall be subject to deviations submitted by the bidder.</del>	Request not acceded to
183	33	22	22		22.1 Payment schedule is subject to modification by respective state governments/RCS/STCBs after approval by SLIMC and payment will be made on quarterly 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 quarterly basis depending on the following progress milestones in respects of suitable lots of PACS as may be defined in the work order. Payment under Handholding & Support will be given on quarterly basis till the sunset date. Calculation of the quarters will be done from the issuance of work order. 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.	22.1 Payment schedule is subject to modification by respective state governments/RCS/STCBs after approval by SLIMC and payment will be made on <del>quarterly-monthly basis upon raising of bills</del> . 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 <del>quarterly-monthly basis depending on</del> the following progress milestones in respects of suitable lots of PACS as may be defined in the work order. Payment under Handholding & Support will be given on <del>quarterly-monthly basis till the sunset date. Calculation of the quarters will be done from the issuance of work order.</del> <del>also A bond on non-judicial stamp paper to initiate the process of release of funds will</del>	Request not acceded to

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
184						<p><del>to executed by the selected agency with the acceptance of Letter of Acceptance.</del>  NABARD shall remit payment to Bidder within thirty (30) days following its receipt of each such invoice. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the NABARD to the Bidder and the Bidder shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2%, calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by NABARD and any such withholding by the Bidder shall not be treated as breach by it of the provisions of the S.A.</p>	Request not acceded to
185	38	26	26		<p>26 Exit Management  26.1 The selected bidders 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.  26.3 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 selected bidder shall provide necessary handholding and transition</p>	<p>26 Exit Management  26.1 The selected bidders at the end of SLA or termination of SLA before planned contract period for any reason, shall <del>successfully carry out the exit management and transition of this project to the agency identified by State Government</del> <b>on mutually agreed term, to their satisfaction.</b>  26.3 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 selected bidder shall provide necessary handholding and</p>	Request not acceded to
186					<p>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.  26.5 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 State Designated Agency. Separate Novation Agreement has to be executed with the State Government or State Designated Agency</p>	<p>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.  <b>on mutually agreed terms</b>  <b>26.5 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 State Designated Agency. Separate Novation Agreement has to be executed with the State Government or State Designated Agency</b></p>	Request not acceded to
187	39	27	27		<p>27 Subcontractors  27.5 A copy of contract details entered between the selected Bidder and the subcontractor shall be made available by the Bidder to NABARD/State Government within 7 (seven) days of engaging the sub-contractor.</p>	<p><del>27.5 A copy of contract details entered between the selected Bidder and the subcontractor shall be made available by the Bidder to NABARD/State Government within 7 (seven) days of engaging the subcontractor.</del></p>	Request not acceded to
188	40	28	28		<p>28 Duration of Contract  28.1 The State Government will enter into agreement for upto the sunset date of the project, subject to satisfactory performance of the SI.</p>	<p>28 Duration of Contract  28.1 The State Government will enter into agreement for upto the sunset date of the project, subject to <del>satisfactory performance of the SI completion of the project as per agreed scope</del></p>	Request not acceded to
189	46	42	42		<p>42 Applicable Law and Jurisdiction  42.1 The contract shall be governed by the laws of India for the time being in force. The</p>	<p>42 Applicable Law and Jurisdiction  42.1 The contract shall be governed by the laws of India for the time being in force. The</p>	Request not acceded to
190					<p>state specific courts shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.</p>	<p>state specific courts shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.</p>	Request not acceded to
191	57	58	58.3		<p>58.3 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.</p>	<p><del>58.3 NABARD reserves the right to declare a bidder ineligible to participate in the current bid, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines it is proved that the bidder has engaged in corrupt or fraudulent practices in competing for the bid, or in executing the contract</del></p>	Request not acceded to
192	57	61	61.1		<p>61.1 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.</p>	<p>61.1 Compliance with all applicable laws: The bidder shall <del>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</del> 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 <del>be liable for all direct 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.</del></p>	Request not acceded to

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193	58	61	61.2		61.2 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/ resources/ 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 confirm 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.	61.2 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/ resources/ 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 confirm 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.	Request not acceded to
194	58	63	63		63 Performance Bank Guarantee (PBG)	63 Performance Bank Guarantee (PBG) 63.6 Time (as may be mutually agreed or extended) 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 SI, which in the opinion of the State Government should entitle	Request not acceded to
195						the SI 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, only if the extension is on account of reasons solely and entirely attributable to Bidder. In case of any such extension, the bidder would be required to extend the validity period of the performance guarantee accordingly. <del>Bidder shall not be responsible for and the Bidder shall be excused of and shall have no liability, resulting from any failure to meet the timetable and deadlines or for failure to perform its obligations set out in the agreement, caused by anything done or failed to be done by NABARD, and all dates by which Bidder is required to perform any obligation under the agreement will be deemed to be changed to a subsequent date determined by the parties, each acting reasonably, and taking into account the availability of the required Bidder resources, and such change, including the additional cost, if any, available to NABARD as a result of such delay, shall be implemented pursuant to a mutually agreed change management process.</del>	Request not acceded to
196	59	64	64.1		64.1 The State Government shall be at liberty to set off/adjust the proceeds of the	the SI 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, only if the extension is on account of reasons solely and entirely attributable to Bidder. In case of any such extension, the bidder would be required to extend the validity period of the performance guarantee accordingly. <del>Bidder shall not be responsible for and the Bidder shall be excused of and shall have no liability, resulting from any failure to meet the timetable and deadlines or for failure to perform its obligations set out in the agreement, caused by anything done or failed to be done by NABARD, and all dates by which Bidder is required to perform any obligation under the agreement will be deemed to be changed to a subsequent date determined by the parties, each acting reasonably, and taking into account the availability of the required Bidder resources, and such change, including the additional cost, if any, available to NABARD as a result of such delay, shall be implemented pursuant to a mutually agreed change management process.</del>	Request not acceded to
197					performance guarantee towards the loss, if any, sustained due to the vendor's failure to complete its obligations under the contract. This is without prejudice to the State Government's right to proceed against the vendor in the event of the security being not enough to fully cover the loss/damage.	guarantee towards the loss, if any, sustained due to the vendor's failure to complete its obligations under the contract, subject to the limitation of liability under clause 78. This is without prejudice to the State Government's right to proceed against the vendor in the event of the security being not enough to fully cover the loss/damage.	Request not acceded to
198	59	65	65		65.1 Failure of the successful bidder to accept the SLA. 65.5 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 successful bidder shall not have any right to terminate the Agreement entered into subsequent to this RFP.	65.1 Failure of the successful bidder to accept execute the mutually acceptable SLA. 65.5 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 successful bidder shall not have any right to terminate the Agreement entered into subsequent to this RFP.	Request not acceded to
199	60	67	67.1		67.1 If the service provider 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	67.1 If the service provider 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	not a query
200					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.	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 delayed Services 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.	request not acceded to
201	60	67	67.3		67.3 The State Government reserves the right to adjust the penalty and Liquidity damages if any, against any amount payable to the bidder or PBG.	67.3 The State Government reserves the right to adjust the penalty and Liquidity damages if any, against any amount payable to the bidder or PBG.	request not acceded to





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209	65	75	75		75 Conflict of Interest 75.3 Neither the selected bidder 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. 75.4 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. 75.5 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	75.3 Neither the selected bidder 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, during the tenure of this Agreement. 75.4 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. 75.5 NABARD requires that the bidder provides solutions which at all times hold the	request not acceded to
210					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. 75.6 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.	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. 75.6 Any bidder found to have a conflict of interest shall be disqualified from the current bid process. 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.	request not acceded to
211	67	76	76		76 IPR Infringement 76.1 As part of this project, if the vendor/service provider infringes upon the intellectual	76.1 As part of this project, if the vendor/service provider infringes upon the intellectual property rights of any third person, vendor/service provider shall be primarily liable to	
212					property rights of any third person, vendor/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 Vendor/Service provider under this project. 76.2 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 selected bidder as part of the delivery to fulfil the scope of this project.	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 Vendor/Service provider under this project (Litigation Clause). 76.2 Service Provider shall indemnify, protect and save NABARD/State Government against all third party claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of the service provider, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by selected bidder as part of the delivery to fulfil the scope of this project.	Request not acceded to
213	67	77	77		77 Indemnity 77.1 The vendor/successful bidder shall indemnify NABARD/State Government and shall keep indemnified and hold NABARD/State Govt., its employees, personnel,	77.1 The vendor/successful bidder shall indemnify NABARD/State Government and shall keep indemnified and hold NABARD/State Govt., its employees, personnel,	Request not acceded to
214					officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's 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 vendor under this RFP document; and/or b) An act or omission of the vendor, employees, agents, sub-contractors in the performance of the obligations of the vendor under this RFP document; and/or c) Claims made by employees or subcontractors or subcontractors' employees who are deployed by the vendor, against NABARD/State Govt.; and/or d) Breach of any of the terms of this RFP document and/or of the agreement to be entered subsequent to this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful bidder under this RFP document and/or of the agreement to be entered subsequent this RFP; and/or e) Negligence or gross misconduct attributable to the vendor 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	77.1 The vendor/successful bidder shall indemnify NABARD/State Govt. as a result of: a) NABARD's authorized / bona fide use of the Deliverables and /or the Services provided by the vendor under this RFP document; and/or b) An act or omission of the vendor, employees, agents, sub-contractors in the performance of the obligations of the vendor under this RFP document; and/or c) Claims made by employees or subcontractors or subcontractors' employees who are deployed by the vendor, against NABARD/State Govt.; and/or d) Breach of any of the terms of this RFP document and/or of the agreement to be entered subsequent to this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful bidder under this RFP document and/or of the agreement to be entered subsequent this RFP and/or e) Negligence or gross misconduct attributable to the vendor 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	Request not acceded to
215					copyrights or such other Intellectual Property Rights; and/or g) Breach of confidentiality obligations of the vendor contained in this RFP document; and/or h) The use of unlicensed and illegal Software and/or allied components by the successful bidder 77.2 The vendor 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.	a) Breach of confidentiality obligations of the vendor contained in this RFP document; and/or b) The use of unlicensed and illegal Software and/or allied components by the successful bidder 77.2 The vendor 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. This clause is already covered in section 76.	Request not acceded to
216	68	78	78		78 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 vendor, arising at any time shall not exceed the total contract value.	78 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 vendor, arising at any time shall not exceed the total contract value. Amount of charges paid to Bidder by NABARD/State Government under this Agreement, during the	Request not acceded to
217						preceding twelve months, that given rise to such liability (as of the date the liability arose). The Bidder shall be deemed not to be liable or responsible for any delay or failure to perform the services or failure of the Services or a deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the NABARD/STATE GOVERNMENT or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement and the applicable Statement of Work. In the event that the Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the NABARD/STATE GOVERNMENT, the Bidder shall be entitled to an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the NABARD/STATE GOVERNMENT. Such failures or delays shall be brought to the notice of the NABARD/STATE GOVERNMENT and subject to mutual agreement with the NABARD/STATE GOVERNMENT, the Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. The Bidder shall be entitled to invoice the NABARD/STATE GOVERNMENT for additional costs incurred in connection with correction or remedy as above at item rate card agreed herein.	Request not acceded to
218	68	79	79		79 Rights to Visit	79 Rights to Visit --- Should be at cost of NABARD/State Government.	Request not acceded to
219	69	80	80		80 Audit	80 Audit --- Should be at cost of NABARD/State Government.	Request not acceded to

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
220	69	81	81		81 Miscellaneous 81.3 NABARD/State Government shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith. 81.6 The successful bidder shall comply with all the terms and conditions/ stipulations as contained in the RFP and submit a Letter of Conformity (Annexure-XI).	81.3 NABARD/State Government, <u>unless agreed in writing</u> , shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith. 81.6 The successful bidder shall comply with all the terms and conditions/ stipulations as contained in the RFP, <u>subject to the deviations submitted by the Bidder</u> , and submit a Letter of Conformity (Annexure-XI).	Request not acceded to
221	70	84	84		84 Representation and Warranties 84.2 That the vendor 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. 84.6 That the vendor 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.	84.2 That, the vendor, <u>to the best of its knowledge</u> , 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. 84.6 That the vendor 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. 84.9 That, to the best of its knowledge, there are no legal proceedings pending or threatened against vendor 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 vendor or its team members by any statutory or regulatory or investigative agencies. EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO BUYER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.	Request not acceded to
222	79	Annex- III	Annex- III		Bid Forwarding Letter	If our Bid for the above job is accepted, we undertake to enter into and execute at our cost,	Request not acceded to
223					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.	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, <u>the deviations submitted by us</u> together with your written acceptance thereof shall constitute a binding contract between us. Further, <u>subject to the deviations submitted by us</u> , we agree to abide by all the terms and conditions as mentioned herein in the tender Document.	Request not acceded to
224	85	Annex VI	Annex VI		Compliance Statement 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) 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)	We hereby, <u>subject to the deviations submitted by us</u> , undertake and agree to abide by all the terms and conditions including annexures, corrigendum(s) etc. stipulated by the NABARD in this RFP. <u>(Any deviation may result in disqualification of Bids)</u> We certify that the proposal submitted by us <u>with our deviation</u> is as per the scope of assignment stipulated in the RFP. <u>(Any deviation may result in disqualification of Bids)</u>	Request not acceded to
225	86	Annex- VII	Annex-VII		Technical Bid for RFP for Empanelment of System Integrators for Computerisation of PACS 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 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 <u>from the current bidding process</u> .	Request not acceded to
226					We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days from the date of opening of commercial bids as stipulated in the RFP document.	We agree to abide by all the terms and conditions of the RFP document, <u>subject to the deviations submitted by us</u> . We would hold the terms of our bid valid for 90 days from the date of opening of commercial bids as stipulated in the RFP document.	Request not acceded to
227	95	Annex- IX	Annex-IX		Declaration of Clean Track Record I have carefully gone through the Terms & Conditions contained in the RFP No. dated _____ regarding Empanelment of System Integrators for Centrally sponsored PACS Computerisation project of Govt. We hereby declare that our company/ firm has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations as on date of submission of the bid.	I have carefully gone through the Terms & Conditions contained in the RFP No. dated _____ regarding Empanelment of System Integrators for Centrally sponsored PACS Computerisation project of Govt. We hereby declare that, <u>to the best of our knowledge</u> , 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.	Request not acceded to
228	97	Annex- XI	Annex-XI		Letter of Conformity 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 hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP, <u>subject to the deviations submitted by us</u> , 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.	Request not acceded to
229	101	Annex- XIV	Annex-XIV		Bank Guarantee Form for Performance Security	<u>Below additional clause to be added:</u> <u>This Bank Guarantee issued by _____ us, on behalf of Bidder in favor of you is in respect of a new Contract dated _____ As communicated by the Bidder, on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____) is outstanding and payable to _____ Bidder by you in respect of previous contracts between _____ Bidder and you.</u> <u>As communicated by Bidder on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any previous contracts between Bidder and you.</u>	Request not acceded to
230	103	Annex- XV	Annex-XV		Pre Bid Integrity Pact 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 9 – Pact Duration This Pact begins when both parties have legally signed it. It expires for the Contractor <u>48 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.</u> <u>Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.</u> 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.	Request not acceded to
231	109	Annex- XVI	Annex- XVI		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.	We have carefully gone through the above referred RFP and its Terms & Conditions contained. We hereby declare that, <u>to the best of our knowledge</u> , 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.	Request not acceded to
232	110	Annex- XVII	Annex- XVII		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:	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 <u>the current bid</u> , <u>our contract with NABARD for the period of 2 years, if we are in breach of our obligation(s) under the bid conditions, if we:</u>	Request not acceded to
233	114	Annex- XIX	1	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".	1. Confidential Information (i) "Confidential Information" means all information disclosed/furnished by NABARD <u>Disclosing Party</u> or any such information which comes into the knowledge of the <u>Receiving Party</u> . <u>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/Receiving Party, to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or</u>	Request not acceded to	
234					(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, investor, 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. 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 does not include information which (i) 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 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 provide an opportunity 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.	(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 <u>NABARD/ Disclosing Party</u> , <u>including disclosure of NABARD/ Disclosing Party</u> <u>the obligations of this clause shall be satisfied by the Receiving Party</u> <u>information with the same degree of care which the Receiving Party</u> <u>Service provider</u> <u>in the event less than reasonable care the obligations of this clause shall survive the expiration of the term of the agreement for a further term of two years</u> <u>information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investor, 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.</u> iv) <u>The Service provider/Receiving Party shall not 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.</u> Confidential Information does not include information which (i) is released from confidentiality with the prior written consent of the other party. The Receiving Party 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 <u>Disclosing Party</u> . NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD/ Disclosing Party	Request not acceded to

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
					<p>of NABARD. The obligation of this Clause shall be retained by NABARD. 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, mentioned and are applicable to the information in the possession of the recipient.</p> <p>(c) was rightfully obtained by the Service Provider from a source other than NABARD without any obligation of confidentiality.</p> <p>(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.</p> <p>(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;</p> <p>(f) is released from confidentiality with the prior written consent of the other party.</p> <p>The recipient shall have the burden of proving, however, 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</p>	<p>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 Disclosing Party NABARD in respect of the Confidential Information. In the event Receiving Party Service provider is legally compelled to disclose any Confidential Information, Receiving Party Service providers shall give sufficient notice of 45 days (unless prohibited by law) to NABARD Disclosing Party to prevent or minimize to the extent possible, such disclosure. Receiving Party Service providers shall not disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent</p> <p>(b) was rightfully in the possession of the Receiving Party Service provider without any obligation of confidentiality prior to receiving it from NABARD Disclosing Party, or prior to entering into this agreement, the Receiving Party 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 Receiving Party recipient.</p> <p>(c) was rightfully obtained by the Receiving Party Service Provider from a source other than NABARD Disclosing Party without any obligation of confidentiality.</p> <p>(d) was developed by for the Receiving Party Service provider independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.</p> <p>(e) the Receiving Party recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;</p>	
235	116	Annex XIX	2		<p>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:</p>	<p>2. Non-disclosure The <del>Service provider/Receiving Party</del> 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 <del>Service provider/Receiving Party</del> who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The <del>Service provider/Receiving Party</del> shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The <del>Service provider/Receiving Party</del> agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.</p>	Request not acceded to
236					<p>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</p> <p>b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or</p> <p>c) Business processes and procedures; or</p> <p>d) Current and future business plans; or</p> <p>e) Personnel information; or</p> <p>f) Financial information.</p> <p>g) Capital adequacy computation workings</p>	<p>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:</p> <p>a) Information regarding <del>NABARD</del> DISCLOSING PARTY 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</p> <p>b) any aspect of <del>NABARD</del> DISCLOSING PARTY's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or</p> <p>c) Business processes and procedures; or</p> <p>d) Current and future business plans; or</p> <p>e) Personnel information; or</p> <p>f) Financial information.</p> <p>g) Capital adequacy computation workings</p>	Request not acceded to
237	117	Annex XIX	3		<p>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</p>	<p>3. Publications The <del>Service provider/Receiving Party</del> shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection</p>	Request not acceded to
238				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.	<p>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 <del>Disclosing Party NABARD</del></p>	Request not acceded to	
239	117	Annex XIX	4		<p>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</p>	<p>4. Term This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement <del>as per the terms 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. Disclosing Party NABARD promptly return or destroy, under information to Disclosing Party NABARD all information received by it from Disclosing Party 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 Disclosing Party NABARD to certify in writing to Disclosing Party NABARD that the obligations set forth in this</del></p>	Request not acceded to
240					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.	<p>Agreement have been fully complied with. <del>Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The Service provider/Receiving Party 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.</del></p>	Request not acceded to
241	117	Annex XIX	5		<p>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.</p>	<p>5.Title and Proprietary Rights Notwithstanding the disclosure of any Confidential Information by <del>NABARD</del> Disclosing Party to the Implementation partner, the title and all intellectual property and proprietary right <del>shall remain with the Confidential Information shall remain with Disclosing Party NABARD.</del></p>	Request not acceded to
242	117	Annex XIX	7.1		<p>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 &amp; relief as may be available to it, to an</p>	<p>7.1. The <del>Service provider/Receiving Party</del> acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the <del>Service provider/Receiving Party</del> will result in irreparable damage to <del>NABARD</del> DISCLOSING PARTY for which <del>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</del></p>	Request not acceded to
243				<p>injunctive 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).</p> <p>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.</p> <p>a. Suspension of access privileges</p> <p>b. Change of personnel assigned to the job</p> <p>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.</p> <p>d. Termination of contract</p> <p>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.</p>	<p>any other person to engage in any act in violation of any provision hereof. <del>NABARD</del> DISCLOSING PARTY shall be entitled, in addition to other remedies for damages &amp; relief as may be available to it, to an injunctive 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 <del>NABARD</del> DISCLOSING PARTY shall include <del>NABARD</del> DISCLOSING PARTY's costs and expenses of enforcement (including the reasonable attorney's fees).</p> <p>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.</p> <p>a. Suspension of access privileges</p> <p>b. Change of personnel assigned to the job</p> <p>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.</p> <p>d. Termination of contract</p>	Request not acceded to	
244						<p>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.</p>	Request not acceded to
245	119	Annex XIX	9.4		<p>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 disclosed such details to any third parties without having the express written permission of NABARD.</p>	<p>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 disclosed such details to any third parties without having the express written permission of NABARD. NEED NOT BE PART OF THE CONFIDENTIALITY CLAUSE.</p>	Request not acceded to
246	120	Annex XIX	12		<p>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.</p>	<p>12. General <del>NABARD</del> Disclosing Party 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.</p>	Request not acceded to

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
247	120	Annex XX			KNOW all men by these presents that I, <u>Shri. _____</u> of M/s <u>_____</u> Bond in favor of National Bank for Agriculture and Rural Development (NABARD), having their Head Office at nd Floor, 'D' Wing C-24, 'G' Block, Bandra Kurla Complex Rd, Bandra East, Mumbai, Maharashtra 400051 and	<del>Indemnity clause is part of the Agreement. We do not provide such Indemnity Bond to any customer. KNOW all men by these presents that I, <u>Shri. _____</u> of M/s <u>_____</u> Bond in favor of National Bank for Agriculture and Rural Development (NABARD), having</del>	Request not acceded to
248					M/s. _____ having their office at _____ on this _____ day of _____, 2022. WHEREAS NABARD have appointed M/s. _____ as the Project Consulting Agency for their proposed work relating to "THIS DEED WITNESSETH AS FOLLOWS: I/We M/s. _____ hereby do Indemnify, and same harmless NABARD against and from 1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us 2. Any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents. 3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of	<del>their Head Office at nd Floor, 'D' Wing C-24, 'G' Block, Bandra Kurla Complex Rd, Bandra East, Mumbai, Maharashtra-400051 and M/s. _____ having their office at _____ on this _____ day of _____, 2022. WHEREAS NABARD have appointed M/s. _____ as the Project Consulting Agency for their proposed work relating to "THIS DEED WITNESSETH AS FOLLOWS: I/We M/s. _____ hereby do Indemnify, and same harmless NABARD against and from 1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us 2. Any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents. 3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of</del>	Request not acceded to
249					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.	<del>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.</del>	Request not acceded to
250	124-186	Annex-XXII	3		3 Objectives of this SLA	3 Objectives of this SLA	Request not acceded to
251	132	Annex-XXII	iv		iv. Extension of time for fulfillment 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.	<del>iv. Extension of time for fulfillment 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 &lt;&lt;System integrator&gt;&gt; linked to the delay in fulfilling the Conditions Precedent.</del>	Request not acceded to
252	132	Annex-XXII	10		10 Commencement and Duration of this Agreement Agreement shall commence on the date on which it is executed by the Buyer 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 date on which this The agreement expires or terminates on the sunset date of the project	<del>10 Commencement and Duration of this Agreement Agreement shall commence on the date on which it is executed by the Buyer 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 date on which this</del>	Request not acceded to
253						<del>The agreement expires or terminates on the sunset date of the project, which is _____ (Please add the end term of the project)</del>	Request not acceded to
254	133	Annex-XXII	11		11 Terms of Payment and Penalties II. For the avoidance of doubt, it is expressly clarified that the Buyer and/or its nominated agencies may also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the 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.	<del>11 Terms of Payment and Penalties II- For the avoidance of doubt, it is expressly clarified that the Buyer and/or its nominated agencies may also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the 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.</del>	Request not acceded to
255	140	Annex-XXII	20		20 Periodic Review Process This SLA is an operational document and will be periodically reviewed and changed when the following events occur: The environment has changed The customer's expectations or needs have changed Workloads have changed Better metrics, measurement tools and processes have evolved The SLA will be reviewed as deemed necessary by <<State Designated Agency>>. Contents of this document may be amended as and when required, provided mutual agreement is obtained and communicated to all affected parties.	<del>20 Periodic Review Process This SLA is an operational document and will <u>also</u> be periodically reviewed and changed, as may be mutually agreed by both parties, when the following events occur: The environment has changed The customer's expectations or needs have changed Workloads have changed Better metrics, measurement tools and processes have evolved The SLA will be reviewed as deemed necessary by &lt;&lt;State Designated Agency&gt;&gt;. Contents of this document may be amended as and when required, provided mutual agreement is obtained and communicated to all affected parties.</del>	Request not acceded to
256	141	Annex-XXII	22		(a) All data captured and reported by Service Provider to the <<State Designated Agency>> 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 <<State Designated Agency>>. Likewise, any information provided by <<State Designated Agency>> in terms of this agreement shall also be deemed to be 'Confidential Information' for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to <<State Designated Agency>>) should be returned back to <<State Designated Agency>>. 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 <<State Designated Agency>>. The Provision of Confidential Information shall survive termination or expiration on this agreement. (g) The selected bidder shall submit a non-disclosure agreement.	<del>(a) All data captured and reported by Service Provider to the &lt;&lt;State Designated Agency&gt;&gt; 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 &lt;&lt;State Designated Agency&gt;&gt;. Likewise, any information provided by &lt;&lt;State Designated Agency&gt;&gt; in terms of this agreement shall also be deemed to be 'Confidential Information' for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to &lt;&lt;State Designated Agency&gt;&gt;) should be returned back to &lt;&lt;State Designated Agency&gt;&gt;. 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 &lt;&lt;State Designated Agency&gt;&gt;. The Provision of Confidential Information shall survive termination or expiration on this agreement <u>for a further term of two years</u>.</del>	Request not acceded to
257						<del>(g) The selected bidder shall submit a non-disclosure agreement <u>attached at Annexure XIX of the RFP.</u></del>	Request not acceded to
258	142	Annex-XXII	24		(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 <<State Designated Agency>> 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 . NABARD shall however, be liable to pay SI for the services rendered under the Agreement, <u>UNTIL the effective date of termination</u> .	<del>(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 &lt;&lt;State Designated Agency&gt;&gt; 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 . NABARD shall however, be liable to pay SI for the services rendered under the Agreement, <u>UNTIL the effective date of termination</u>.</del>	Request not acceded to
259	142	Annex-XXII	25		25 Liquidated Damages (a) <<State Designated Agency>> shall be entitled to recover liquidated damages as set out in Schedule I from the Service Provider for breach of Service Levels. (b) Except as otherwise specified under Schedule II, if the SI fails to deliver any Support Services or meet any Service Levels under this Agreement.	<del>25 Liquidated Damages (a) &lt;&lt;State Designated Agency&gt;&gt; shall be entitled to recover liquidated damages as set out in Schedule I from the Service Provider for breach of Service Levels. (b) Except as otherwise specified under Schedule II, if the SI fails to deliver</del>	Request not acceded to

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
260					<State Designated Agency>> shall be entitled to liquidated damages of a sum equivalent to 0.25% percent of the contract price per week or part thereof of the unperformed services subject to maximum of 5% of the contract price. In case of delay beyond a period of 15 days unless otherwise waived by <State Designated Agency>. <State Designated Agency>> at its discretion may consider the delay as a ground for termination of the Agreement. The penalty towards delay in installation of the software shall be 0.25% of the contract price per week subject to maximum of 5% of the contract price. (c) <State Designated Agency> reserves the right to impose / waive any such liquidated damages. Parties agree that the liquidated damages constitute a genuine pre-estimate of the damages, losses, likely to be suffered by <State Designated Agency> in the event of breach by the Service Provider of the terms hereof. (d) <State Designated Agency> 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 <State Designated Agency>'s right to claim such amount against the Service Provider's bank guarantee under the	any Support Services or meet any Service Levels under this Agreement, <del>due to reasons solely and entirely attributable to SI</del> <State Designated Agency>> shall be entitled to liquidated damages of a sum equivalent to 0.25% percent of the <del>contract price</del> <u>value of the delivered Services</u> per week or part thereof of the unperformed services subject to maximum of 5% of the <del>contract price</del> <u>value of the delivered Services</u> . In case of delay beyond a period of <del>15 days</del> <u>10 days</u> unless otherwise waived by <State Designated Agency>> <State Designated Agency>> at its discretion may consider the delay as a ground for termination of the Agreement. The penalty towards delay in installation of the software shall be 0.25% of the <del>contract price</del> <u>value of the delivered Services</u> per week subject to maximum of 5% of the <del>contract price</del> <u>value of the delivered Services</u> per week or part thereof of the unperformed services subject to maximum of 5% of the <del>contract price</del> <u>value of the delivered Services</u> . (c) <State Designated Agency>> reserves the right to impose / waive any such liquidated damages. Parties agree that the liquidated damages constitute a genuine pre-estimate of the damages, losses, likely to be suffered by <State Designated Agency>> in the event of breach by the Service Provider of the terms hereof. (d) <State Designated Agency>> may without prejudice to its right to effect recovery	Request not acceded to
261					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.	by any other method, deduct the amount of penalty from any money belonging to the Service Provider in its hands <u>under this Agreement</u> (which includes <State Designated Agency>>'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. <del>In no event shall the total aggregate LTD including Penalty shall exceed 5% of the value of the delivered Services, and the same shall be levied upon the SI, only in the event the reasons for delay are solely and entirely attributable to SI.</del>	Request not acceded to
262	145	Annex-XXII	30		b. All payments are subject to the application of service credits and debits as may be provided for in the SLA. For avoidance of doubt, it is expressly clarified that the <<State Government' >> will pay the service credits as stated in accordance with the Schedule V of this Agreement and the <<State Government' >> may also calculate a financial sum and debit the same against the terms of payment as set out in Schedule V of this Agreement as a result of the failure of the <<System integrator'>> to meet the Service Level as defined in SLA. The <<State Designated Agency'>> (on request from successful bidders) can look at having a separate mechanism for settling penalties/service credits rather than the set off against the invoice as this could revenue recognition issues. However, the successful bidder has to ensure that such settlement happens within a stipulated timeframe. c. Save and except as otherwise provided for herein or as agreed between the Parties in writing, the <<State Designated Agency'>> shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the <<System integrator'>> performance of any obligations under this Agreement or the SLA) 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 consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.	b. All payments are subject to the application of <u>mutually agreed</u> service credits and debits as may be provided for in the SLA. For the avoidance of doubt, it is expressly clarified that the <<State Government' >> will pay the service credits as stated in accordance with the Schedule V of this Agreement and the <<State Government' >> may also calculate a financial sum and debit the same against the terms of payment as set out in Schedule V of this Agreement as a result of the failure of the <<System integrator'>> to meet the Service Level as defined in SLA. The <<State Designated Agency'>> (on request from successful bidders) can look at having a separate mechanism for settling penalties/service credits rather than the set off against the invoice as this could revenue recognition issues. However, the successful bidder has to ensure that such settlement happens within a stipulated timeframe. c. Save and except as otherwise provided for herein or as agreed between the Parties in writing, the <<State Designated Agency'>> shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the <<System integrator'>> performance of any obligations under this Agreement or the SLA) 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 agreed Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.	Request not acceded to
263	146	Annex-XXII	30 (b)(II)		(b) Invoicing and Settlement	(b) Invoicing and Settlement	Request not acceded to
264					II. The <<System integrator'>> alone shall invoice all payments after receiving due approval from the competent authority. Such invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in Schedule V of this Agreement. The <<System integrator'>> shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the change relating to such Service is (i) authorized or (ii) incurred, whichever is later.	II. The <<System integrator'>> alone shall invoice all payments after receiving due approval from the competent authority. Such invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in Schedule V of this Agreement. <del>The &lt;&lt;System integrator'&gt;&gt; shall not be required to invoice any change relating to such Service is (i) authorized or (ii) incurred, whichever is later.</del>	Request not acceded to
265	146	Annex-XXII	30 30 (b)(III)		III. Payment shall be made within 30 working days of the receipt of invoice along with supporting documents by the <<State Designated Agency'>> subject to penalties. The penalties are imposed on the vendor as per the SLA criteria specified in the SLA. In the event of delay in payment of undisputed amount beyond 30 working days, <<System integrator'>> shall be entitled to a late payment interest <@12 % p.a. from the date of submission of invoice.	III. Payment shall be made within 30 working days of the receipt of invoice along with supporting documents by the <<State Designated Agency'>> <u>subject to penalties. The penalties are imposed on the vendor as per the SLA criteria specified in the SLA. In the event of delay in payment of undisputed amount beyond 30 working days, &lt;&lt;System integrator'&gt;&gt; shall be entitled to a late payment interest &lt;@12 % p.a. from the date of submission of invoice. Without prejudice to the other rights available, SI also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made to SI ABAF&amp;I and any such withholding by the SI shall not be treated as breach by it of the provisions of this Agreement.</u>	Request not acceded to
266	150	Annex-XXII	33		33 Indemnification & Limitation of Liability	33 Indemnification & Limitation of Liability	Request not acceded to
267					a. Subject to Clause <u>below</u> , <<System integrator'>> (the 'Indemnifying Party') undertakes to indemnify <<State Designated Agency'>> (the 'Indemnified Party') from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses; the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party. iv. all settlements of claims subject to indemnification under this Clause will: 1. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and 2. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; v. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; vi. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; vii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party Indemnified Party attributable to the Indemnified Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party, Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a noninfringing equivalent, (iii) modify it to make it noninfringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement. b. The Indemnities set out in Clause 33A shall be subject to the following conditions: i. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; ii. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses; iii. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, without the written consent of the Indemnifying Party. iv. all settlements of claims subject to indemnification under this Clause will: 1. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and 2. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; v. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; vi. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; vii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of each indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims in which such indemnification relates; and viii. if a Party makes a claim under Clause 33 (NOT CLEAR OF THIS REFERENCE) above in respect	a. Subject to Clause <u>below</u> , <<System integrator'>> (the 'Indemnifying Party') undertakes to indemnify <<State Designated Agency'>> (the 'Indemnified Party') from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses; the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party, Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a noninfringing equivalent, (iii) modify it to make it noninfringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement. b. The Indemnities set out in Clause 33A shall be subject to the following conditions: i. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; ii. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses; iii. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, without the written consent of the Indemnifying Party. iv. all settlements of claims subject to indemnification under this Clause will: 1. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and 2. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; v. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; vi. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; vii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of each indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims in which such indemnification relates; and viii. if a Party makes a claim under Clause 33 (NOT CLEAR OF THIS REFERENCE) above in respect	Request not acceded to



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					<p>through its attorneys or otherwise, in such Defense, it, if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claim to which such indemnification relates; and</p> <p>viii. if a Party makes a claim under the indemnity set out under Clause 32.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).</p> <p>c. The liability of &lt;&lt;System integrator&gt;&gt; (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the amount specified in the contract. The liability cap given under this Clause 35 shall not be applicable to the indemnification obligations set out in Clause 35 and branch of Clause 35.a and 35.b.</p> <p>4. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set forth in Clause 35) even if it has been advised of their possible existence. The allocations of liability in this Section 35 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.</p>	<p>of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).</p> <p>(c) State Designated Agency will defend, indemnify and hold harmless the SI from and against any third party suit, proceedings damages, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party to the extent based on any State Designated Agency materials provided to SI by or on behalf of State Designated Agency or the access and use by SI of any State Designated Agency provided software or material in connection with SI's performance of Services hereunder without breaching the terms of this Agreement.</p> <p>d) State Designated Agency undertakes to indemnify SI from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favor of SI attributable to the State Designated Agency's gross negligence or willful default in performance or non-performance under this Agreement.</p> <p>c. The liability of &lt;&lt;System integrator&gt;&gt; (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the amount paid to SI by the State Designated Agency under this Agreement, during the preceding twelve months, that gives rise to such liability (as of the date the liability arose), specified in the contract. The liability cap given under this Clause 35 shall not be applicable to the indemnification obligations set out in Clause 35.1 and branch of Clause 35.1.a, and 35.3.b, 35.4 and 35.d.</p> <p>d. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, lost data or lost savings) nor for any third party claims (other than those set forth in Clause 35) even if it has been advised of their possible existence.</p> <p>e. The allocations of liability in this Section 35 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.</p>		
268	152	Annex- XXII	34		(c) The seat & venue of the same shall be in the courts of _____< <State>> (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.	(c) The seat & venue of the same shall be in the courts of <u>Mumbai</u> (Maharashtra) < <State>> (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 <u>Mumbai, Maharashtra</u> < <State Court>> <del>only</del> shall have jurisdiction to determine the same.	Request not acceded to	
269	154	Annex- XXII	35 (b)		(b) 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.	(b) 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 <u>Mumbai, Maharashtra</u> < <State>> <del>shall have</del> jurisdiction over matters arising out of or relating to this Agreement.	Request not acceded to	
270		Annex- XXII	35 (g)		(g) Survival Termination or expiration of the Term shall: 1. not relieve the < <System integrator>> or the Buyer, as the case may be, 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	(g) Survival Termination or expiration of the Term shall: 1. not relieve the < <System integrator>> or the Buyer, as the case may be, of any obligations hereunder which expressly or by implication survive hereof; and 2. <del>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</del>	Request not acceded to	
271					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]	<del>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.</del> 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]	Request not acceded to	
272	161	Schedule e II	Service Levels		Schedule II – Service Levels	<del>Notwithstanding anything else contained in this Agreement, the total aggregate penalty shall, under this Agreement shall be 4% of the value of the delivered Services, provided the reasons for, delay is solely and entirely attributable to SI, SI-A Exceptions. The time lost due to any of the following reasons shall be taken into account while calculating the SI-A requirement (a) Time lost due to power or environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or units thereof due to causes attributable of additional devices, making, alteration of the system or units thereof due to causes attributable of additional devices, making, alteration of the system, maintenance of the system etc. without SI consent and/ failure to maintain the site required by State Designated Agency; (d) Time taken for reconfiguration or other planned downtime situations (i) scheduled</del>		Request not acceded to
273	178	Schedule e V	Schedule V		Schedule V: Payment Terms 1) Payment schedule is subject to modification by respective state governments/RCS/SCBs after approval by SLIMC and payment will be made on quarterly 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 quarterly basis depending on the following progress milestones in respects of suitable lots of PACS as may be defined in the work order.	1) Payment schedule is subject to modification by respective state governments/RCS/SCBs after approval by SLIMC and payment will be made on <del>quarterly basis upon raising of bills.</del> 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 <del>quarterly basis within 30 days depending on the following progress milestones in respects of suitable lots of PACS as may be defined in the work order.</del> <del>In the event of delay in payment of undelivered amount beyond 30 working days SI shall be entitled to a late payment interest @ 24 % p.a. from the date of submission of invoice. Without prejudice to the other rights available, SI also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by NABARD and any such withholding by the SI shall not be treated as breach by it of the provisions of this Agreement</del>	Request not acceded to	
274		General	General	Additio nal Clause to be added		Acceptance of deliverables BUYER will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal. The application software (if any) will be delivered/installed for acceptance to BUYER as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUYER. BUYER will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by BUYER. Bidder will provide support for any clarifications during the Acceptance Testing of the system, defects if any, observed by BUYER, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. BUYER will confirm acceptance in writing to Bidder. The BUYER shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by BUYER if the BUYER (a) fails to	Request not acceded to	
275						provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BUYER. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.	Request not acceded to	
276		General	General	Additio nal Clause to be added		Change Management Procedure A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the BUYER to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the BUYER for its approval within a reasonable time period. Bidder will incorporate the change after receiving the BUYER's written approval. In case of delay in approval by the BUYER, the baseline itself may	Request not acceded to	
277						undergo a change; this will mean a reassessment of the charges. Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the BUYER. These will be evaluated jointly by the BUYER and Bidder and will be provided by the BUYER at no cost to Bidder.	Request not acceded to	

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
278		General	General	Additio nal Clause to be added		Intellectual property rights: All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder's proprietary products or components thereof any development carried out by Bidder therein in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of Bidder and Buyer shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of Buyer the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorize Buyer to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre- existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the	Request not acceded to
279						relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder pre-existing IP. All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and Buyer shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the Buyer, for any other client or customer of the Bidder. Nothing contained in this section shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.	Request not acceded to
280		General	General	Additio nal Clause to be added		Nonexclusively Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.	Request not acceded to
281	22	18	18.1.3		SI will collect and prepare legacy data of identified PACS in the format prescribed by NLPSPV.	What will be tenure of legacy data? The cost and time involved shall differ if the legacy data period is not defined. Thus, we request you to provide the year from which the legacy data is to be migrated.	Please refer to corrigendum
282		18	18.2.4	23	SI shall digitise all historical data at PACS as per the digitisation tool provided in NLPSPV. This includes scanning of manual records (such as membership forms, identity and address proofs, member Photo/Signature, Land records, Loan Ledger, Trading Register, etc) and data entry of those scanned forms into the NLPSPV. However, the SI shall also digitise other than legacy/current data whenever asked.	The SI shall also digitise other than legacy/current data whenever asked. The said clause is an undefined clause which may lead to never ending tasks. You are requested to clarify which data is to be digitise other than legacy/current data?	Clause refer to need based non-routine work
283	22	18	18.2.6		The validation and accuracy of the data being migrated or entered into NLPSPV shall be the responsibility of SIs. SI 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, other software used by PACS through suitable migration tool provided by NLPSPV.	If the data to be digitalised is provided by the PACs official then what further validation & accuracy is to be checked by SI. Whether SI can rely on the data/documents provided by the PAC's official or is their any other mechnaisim to validate the same, which is expected from S.I.	SI should validate data in concurrence with PACS Secretaries
284	26	18	18.6.1		To coordinate with National Level PACS Software Vendor (NLPSPV) to ensure seamless installation/operationalisation and use of NLPSPV by PACS	Which company is selected as NLPSPV and which NLPSPV - software shall be provided?	Same will be shared with empanelled SI
285	26	18	18.6.4		To provide necessary inputs to NLPSPV for customization and modifications of the software as per needs of the states. Details on suggestions of customization and modifications to be suggested to NLPSPV	If NLPSPV, is not able to provide the customisation or refuses for the same, what role is expected from S.I	Not responsibility of SI. SI shall only recommend custmisation which will be approved through systems that are envisaged under the project
286	27	18	18.8.1		The SI shall depute two staff at central level support centre in State PMU	What is the role of this two staff in State PMU?	Liasioning, coordination, SPOC, grievance redressal. They are not part of escalation matrix
287	27	18	18.8.8		The SI shall support NLPSPV 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.	From where this codes are to be arranged by SI?	SI shall collect codes from PACS/DCCB/SCCB / RCS and provide it to NLPSPV. SOP will be provided to empanelled SI
288	29	20	3(iii)		System perspective of the SI and features, user interfaces, etc.	Please clarify what is expected under this?	SI may provide their feed back on the aspects mentioned in the clause based on feedback of PACS officials and their experience
289	31	21			Project Timelines	In case of any delay due to delay from PAC official, state government, NLPSPV or any govt or external agency, will allow extension of project timelines to S.I, please clarify	Delays not attributable to SI will not be penalised. Please refer to corrigendum
290	32	21	9,10,11		If Will be done by PACS staff but it will sole responsibility of SI to get Onl system entries completed through TS /support centre within stipulated time.	In case PAC staff refuses or does not want to do the same, then what remedy is available with the S.I for this?	PACS will be voluntarily joining under the project. SOPs would be provided for such cases to empanelled SI
291	34	24	1.1		Eligibility Criteria - The Bidder should be a Company registered under Companies Act, 1956 or Companies Act 2013.	We request you to allow duly registered partnership firms & LLP's, meeting all other eligibility criteria to apply for the said tender.	Please refer to corrigendum
292	39	27. Subcontractors	Subcontractors		Any request for Subcontracting by the selected Bidder will not be encouraged. However, it may be considered on merits by the approval of State Government with explicit recommendation of SLIMC.	Instead of the subcontracting department should allow for consortium and consortium document with detailed scope of consortium partner should submit with the technical bid.	Request not acceded to
293	36	24 Eligibility Criteria	Experience And Technical Capability		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.	We are in the field of banking automation and have implemented more than 5000 kiosk across the country and we have seen that most of the department are not ready to provide the start & end date. we can provide the Start date from the work order or LOI and date of installation from delivery or installation challan sheet.	Please refer to corrigendum
294	40	Duration of Contract	28.1		The State Government will enter into agreement for upto the sunset date of the project, subject to satisfactory performance of the SI.	The very important thing to do the costing for any of the ITES project and in this is not mentioned and it would be decided by the respective state government. Our request to project/contract period should be specified here itself	sunset date of project is 31 March 2027
295	40	Duration of Contract	28.2		The State Government and SI will reserve a right to re-negotiate the price and terms of the entire contract to arrive at a mutually favourable terms at the time of extension of contract.	This clause may damage to your plan and objective. If you feel that the price for each state would be different that please take state wise price in your price sheet.	Suggestion already included in RFP

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296	50	48 Evaluation of Technical Bids	Criteria: Deployed/Provided to BFSI sector entity/ies:		Experience in No. of BFSI 1 project	We understand that if any of the client has issued multiple PO that would be consider multiple project. Means one PO is one Project even if all are issued from same Institution	Purchase order should be of different projects. Extension orders from same client for same projects will not be considered as different projects
297	49	48 Evaluation of Technical Bids	Project in the Category-1 state		i. Project value of Rs.50 lakh under single work order issued on or after 01 Oct 2012 ii. Work order issued on or after 01 Oct 2012 covering 50 PACS or multiple thereof.	We understand that bidder need to fulfil any one of clause i & ii (as per mentioned in the category-II). Please confirm whether our understanding is correct or not ?	Yes
298	49	48 Evaluation of Technical Bids	Criteria Sr. no. iii		Additional marks: Experience in providing data digitization / data migration / integration services in cooperative societies: Up to 100 cooperative societies including PACS: 5 marks 101-500 cooperative societies including PACS: 10 marks Above 500 cooperative societies including PACS: 15 marks	You have already defined the eligibility criteria and Technical evaluation criteria for both the client type BFSI and non BFSI and that criteria is well sufficient to find the strong service provider with maximum participation. If you are restricting with the any specific kind of experience like number of PACS or cooperative societies that you will not receive the adequate number of bidders. And it will again loss to the department to find the best rate with maximum participation. Request you please remove the same from the marking system (Criteria).	Request not acceded to
299	93	Annexure VIII: Commercial Bid	Per PACS Quote		One time Cost for software installation / software Operationalisation and data sanitization, validation, digitisation and migration	Our recommendation to take price line item wise (component wise as per scope of work)	Request not acceded to
300	93	Annexure VIII: Commercial Bid	Note: point no. 4		Payment shall be on pro-rata basis payable quarterly.	We request you to change this clause with, "Payment shall be on pro-rata basis payable monthly for each completed activities	Request not acceded to
301			Suggestion			Data Entry should be per account opening or per character wise. Price must taken for all the document size (from less than A4 to A0) so that service provider would not refuse to work.	Request not acceded to
302	33	22 Payment terms			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 the following progress milestones in respects of suitable lots of PACS as may be defined in the work order.	We request you please do not link the scanning & Digitization payment with the milestone given in the table. It is ongoing activities and there are project CAPEX involves on monthly basis. Request you please consider the request and change the payment clause as under:- The payment of scanning & Digitization would be release monthly basis on submission of invoice along with the certificate from the department for no. of document scanned & Digitized.	Request not acceded to
303			Suggestion			Scope of work not mentioned in the RFP for scanning & Digitization. Request you please add including the deliverables like pdf/JPG/ in any other format data is required to handover with CSV for uploading the application provided by the NPLSV.	Request not acceded to
304			Suggestion			Mode of scanning:- Color - Grey - Black & White Recommended DPI :200 to 300 dpi is standard for scanning of paper documents	Please refer to corrigendum
305	34	24	24.1	There is no mention about eligibility of consortium	Eligibility Criteria	Consortium may please be allowed	Request not acceded to
306	49	48	48.6.2		Project in the Category-1 state	Please mark the options by inserting 'OR' between (i) and (ii)	Please refer to corrigendum
307	50	48	48.6.3 (i, ii and iii)	Option by marking 'OR' between (i) and (ii) is missing Deployed/Provided to BFSI sector entity/ies, Non BFSI Sector entity/ies, providing data digitization/data migration/integration services respectively ...during the last ten years (since 01 Oct 2012).	Evaluation of Technical Bids	Please allow the time period : 'since 01 Oct 2010'	Please refer to corrigendum
308	51	48	48.6.3 (vi)	Key personnel with PMP/PRINCE 2/RHCE/RHCSA/CMMI Certification	Evaluation of Technical Bids	Please consider inclusion of MBA/MTech degree. Also please delete CMMI Certification, as it is not applicable for individual	Request not acceded to
309	22	18.2	18.2.2		To perform digitization of various records through scanning/or by entering the data manually/or by other suitable means for ensuring clear and quality images of even seriously damaged, tarnished, clouded documents. It is expected that legacy data related to all live loans from the date of sanction of loan and all other core data related to share capital, membership, etc. from the date of origin of such data to be digitized	What would be the location wise file count for Backlog? What would be the daily / monthly location wise file count for Ongoing? What is the approx. per file page count? Average Number of Document Sets Per file. Average number of pages per file. Duplex scanning (back to back page scan) duplex % per file. Does all the pages need to be scanned? (Yes / No). If No then how many pages need to be scanned and how these pages can be identified? Can we scan damaged or fragile documents using Camera or Mobile Phones?	Bidders may visit PACS in states they are interested in to ascertain the requirements
310	23	18.2	18.2.4	Digitization and Migration of data	SI shall digitise all historical data at PACS as per the digitisation tool provided in NPLS. This includes scanning of manual records (such as membership forms, identity and address proofs, member Photo/Signature, Land records, Loan Ledger, Trading Register, etc.) and data entry of those scanned forms into the NPLS. However, the SI shall also digitise other than legacy/current data whenever asked.	What are these document types? What is the paper size? Less than A5 / A5 / A4 / Legal / A3 / A2 / A1 / A0 etc. Is there any Booklet kind of documents? Yes / No. If Yes then will you allow us to cut the document at the spine for scanning document then High Speed Scanners? Yes / No How the original documents are stored? (Filed / Loose / Bound / 3 Ring Folder / Bunched etc.) If documents are binded then will you allow us to unbind them? Does rebinding of duly unbind and scanned documents is required? will you allow us to unstaple the stapled documents them for scanning purpose? (After scanning we will staple it back in the exact order) What is the quality of the paper? (Regular A4 / Regular Bond / Union Skin / Card Stock etc.) What would be the estimated no of document type per file on which due diligence is required? What would be the estimated no of document type per file on which due diligence is required? Are all the documents are in sequence or in scattered manner? Are all the document types are available for all the files?	SOP will be provided to empanelled SI
311	23	18.2	18.2.14	Digitization and Migration of data	To identify various forms of metadata and capturing metadata in structured and comprehensive manner.	How many fields are to be indexed? What are the indexing fields? (brief description) What would be the average length of indexing field? Are all the indexing fields available on first page or spread across all the pages? Do you have any database / excel of above listed fields? If yes then will you share the same with us?	SOP will be provided to empanelled SI
312	24	18.2	18.2.16	Digitization and Migration of data	SI shall formulate the Data Digitisation Strategy which will also include internal quality assurance mechanism. This may be reviewed and signed-off by DLIMC or necessary authority prior to commencement of data digitisation.	Is there any quality requirement / check required while indexing? Is there any specific requirement on quality report? If so specify details. What is the expected productivity per day or per week? What is the expected accuracy that needs to be adhered to?	SOP will be provided to empanelled SI
313	24	18.2	18.2.17	Digitization and Migration of data	SI shall incorporate all comments and suggestions of SLIMC/DLMC/DCCBs/SICB/PACS/State PMUs in the data Digitisation / Migration Strategy	After the scanning how you want to receive the images? (Through SFTP / Uploaded on any other DMS Software) If on DMS Software then please specify which DMS is currently deployed? If on DMS Software then does scanned images need to be uploaded one by one or in bulk?	SOP will be provided to empanelled SI
314	22	18.2	18.2.3	Digitization and Migration of data	It is expected that data from cut-off date to current date will be done by PACS staff but it will be the responsibility of SI to get On-system entries completed through Training Staff / support centre within stipulated time.	What would be the project period & TAT for Backlog Scanning? What would be the TAT for Ongoing Scanning?	SOP will be provided to empanelled SI
315	12	Abbreviations	Acronym	BFSI	Banking, Financial Services and Insurance	Does Financial Service include Govt. Revenue Management System Integration also like Treasury, Sales Tax, Excise, Registration etc. wherein field level multi location legacy/live data generation is also involved.	NO, it will be non BFSI
316	32	21	5	As Is & To Be document	Timeline - Within 3 weeks of acceptance of work order	Considering around 300/500 PACS got allotted to each SI in any state, achieving this task by mobilizing resource in every PACS within 3 weeks of Acceptance of Work order is too short time duration Suggestion - It may kindly be considered to be extended to 6 Weeks	Request not acceded to



Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
317	32	21	6	Legacy data migration .... error, validation, verification of details.	Details - Certification of completion from PACS Secretary and counter signature from DCCB	Certification of completion from PACS Secretary and counter signature from DCCB - Suggestion - This process may be considered to be accomplished in a time bound system driven manner through online system-oriented activity.	Request not acceded to
318	32	21	6	Data digitization and Legacy data migration	Timeline - Within 11 weeks of acceptance of work order	This activity can be started only after sign-off of PACS Secretary/DCCB. Hence this activity can only be started after As Is & To Be document and Timeline can not be from "Acceptance of WO".	Request not acceded to
319						Suggestion - It may kindly be considered to be within 16 weeks after sign-off by PACS Secretary/DCCB	Request not acceded to
320	32	21	7	Data Porting	Timeline - Within 13 weeks of acceptance of work order	Suggestion - Accordingly, It may kindly be considered to be within 18 weeks after sign-off by PACS Secretary/DCCB	Request not acceded to
321	32	21	8 to 12		Timeline	Suggestion - In accordance with above change, timeline may be changed as 19,21,22,23 & 24 weeks after sign-off by PACS Secretary/DCCB	Request not acceded to
322	33	22	22.2/Part -1	Payment Term	% to be claimed from State	Payments has been fixed against Delivery Milestone. Under data digitization and Migration Activity, nothing can be kept pending as it would hindered "Go Live". So by "Go Live" all deliverable has to be made available. In such situation, Revenue of 30% to be paid at much later time after incurring Operating Expenses will push "Cost Financing the project" upward.Suggestion - 35% Payment on completion of on boarding of PACS 30% payment on completion of On-system data and go-live May kindly be Removed	Request not acceded to
323	33	22		Point 4	- 25% Payment on completion of on boarding of PACS · 20% payment on completion of On-system data and go-live		
324	33	22		Point 5	- 10% payment 12 months after go-live - 10% payment 18 months after go-live		
325	34	24	Point 1	Legal Entity	i) The Bidder should be a Company registered under Companies Act, 1956 or Companies Act 2013.	Such big project requires participation of all sorts of firm and business entity. Specially in smaller states, may be Proprietorship and Partnership firm of proper legal status and technical eligibility would like to participate. For example, our is Proprietorship company having presence in 4 states (having GST) and is in IT/ITES business since last 15 years and having district level presence in few states as well as possess exposure of statewide co-operative bank digitization.Suggestion- Proprietorship and Partnership firm with proper legal status and proof of existence in IT/ITES business for more than 3 years may also kindly be allowed to participate	Please refer to corrigendum
326	39	27		Sub Contracting	Allowing Sub-contractor with various condition	It has been duly recognized that in such big project, part of job may require to be offloaded on sub-contractor. With same spirit and philosophy, under clause no 48.6.2 "Project/Solution" will also include credential of Jobs undertaken as sub contractor	Please refer to corrigendum
327	49	48.6.2			"Project / Solution" means ongoing/completed projects	Suggestion- Requested above it may also allow Jobs undertaken as sub contractor	Please refer to corrigendum
328					Cut-off date - work order issued on or after 01 Oct 2012	While defining Project/Solution, ongoing or completed has been considered, similarly on cut off date of 1st Oct' 2012, instead of "work order issued", "work order issued/project ongoing as on 1st Oct' 2012" would bring parity.	Please refer to corrigendum
329						If this means, any company bidding for 5 Category I state + 2 Category II group state and undertaken 5 projects of more than 20 lakh only in category II state will get full marks as like any company having 5 projects of more than 50 lakh in Category I state, then it became erroneous.	Request not acceded to. Please refer to corrigendum
330							
331						Alternately, if it is meaning for bidding in Category I and category II state respectively, then how marks will be allotted if a company is bidding for 2 Category II group states and 4 Category I states and having experience of executing 2 more than 50 lakh project and 3 more than 20 lakh projects. There is no certain guideline.	Request not acceded to. Please refer to corrigendum
332					Different definition of eligible Project value in Category I and Category II state.		
333						Under the circumstances, it is suggested that for allotment of marks irrespective of Category of state, eligible project value may be kept as more than Rs 20 Lakh only	Request not acceded to
334	19	16	16.1	Method of Empanelment	Bidder to give separate state-wise quote for all the PACS in the state	The quality of PACS books of accounts and other records in terms of completeness, accuracy, and legibility has to be ensured by the individual states and has to be factored into the quote and assess the time required for implementation. The no. of accounting entries and the records to be entered together with their quality should form the basis for the quote and not merely the number of members ex., a PACS with 300 active members and undertaking diversified activities will have more number of records to be digitized as against a PACS with 300 active members but confined only S&O loans. Further certain PACS will have multiple points of business including branches and godowns. These have to be factored in. NABARD has to provide comprehensive data to enable bidders to quote	Bidders may visit PACS in states they are applying to ascertain the data requirements
335	23	18.2	18.2.12	Digitization and Migration of data	SI shall ensure complete data cleaning and validation for all data digitised and loaded on to NLPSPV....	Before the implementation commences, a special audit of PACS has to be done to firm up the opening balances and sanitize the legacy data of the accounts and records. The gaps in the data have to be plugged in before implementation. These have to be ensured by NABARD as the SI has no control over these matters	Only those PACS whose audit for the financial year is complete are taken up under the project. However no. of PACS awarded will depend on the state government
336	23	18.2	18.2.15	Digitization and Migration of data	...SIs shall obtain the exported data in the new PACS data structure from existing database to ensure seamless migration.	In the case of legacy data in PACS where computerization was done earlier, the Cooperation Dept. and SICB should take the responsibility for providing data in the format to be provided by SI.	SLIMC would coordinate in such cases. However, SI may manually migrate legacy data in such cases where companies may not agree to share data
337	33	22	22.1 & 22.2	Payment Terms	...payment will be made on quarterly basis upon raising of bills..	Bills may be paid on monthly basis before the 5th of every month for the work completed during the previous month.	Request not acceded to
338	38	24	6	Manpower	RFP requires manpower of 200 in their payroll if SI is bidding for a state with above 5000 PACS.	The manpower to be deployed for the purpose have to be trained in accounting and the domain. The existing staff of a concerned cannot be redeployed as they have to be provided specialized training- which requires preparatory time and cost. Thus the existing staff of any bidder will not suit the requirement of this highly specialized task, while the task is also a short- term affair (work charged employees). Therefore, the clause stipulating 200 staff on the payroll has to be avoided.	Please refer to corrigendum
339	40	28	28.2	Duration of Contract	The State Government and SI will reserve a right to re-negotiate the price and terms of the entire contract to arrive at mutually favorable terms at the time of the extension of the contract.	This clause opens up several uncertainties and keeps the financial bid open indefinitely and does not auger well for bidders. NABARD may either close the financial bid also for each state or alternately, only shortlist the select SIs and provide the list of individual states which can seek a financial bid separately at their level.	Request not acceded to
340	55	55	55.1	Exemption of EMD	MSEs would be entitled for exemption from furnishing earnest money deposit (EMD). In case of any issue on the subject matter, the MSEs may approach NABARD to resolve their grievances.	The clause may be modified to include medium scale enterprises also i.e. entire MSME to be exempted from providing EMD	Request not acceded to
341	176	Schedule IV	4	Project Schedule	Submission of action plan / Ground level Survey & district wise presentation of SPMU	NABARD has to identify an empowered state-level facilitating agency for ground-level surveys etc.	SI have to perform ground level survey. DLIMC, SPMU and SLIMC is in place to facilitate same. Please refer to timeline & scope of work

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
342	176	Schedul e IV	6		Certification of completion from PACS Secretary and counter signature from DCCB	1. It will be highly difficult to collect certificates from individual PACS secretaries who are engaged in daily operations and may not dedicate time. 2. In certain states, it is understood that a single secretary works for more than 3 or 4 PACS on part-time basis. Thus the procedure specified in the clause will be difficult to comply with. As an alternative, the branch manager of the DCCB or the departmental auditor may be given the responsibility. 3. Obtaining a support document from each of the PACS secretaries for every invoice is time-consuming and tedious. Eg: If the invoice is raised in respect of 500 PACS, certificate of completion has to be obtained from 500 secretaries in the certificate.	Request not acceded to
343				Project Schedule		What constitutes computerization - Merely entering the data in the software irrespective of the quality of the data entered is not computerization. The definition of computerization of a PACS should, among others, include entering data that is accurate, complete, and up to date with proper validation	Not a query
344	93				One time Cost for software installation/software Operationalisation and data sanitization, validation, digitisation and migration	We request to add separate line items to quote rates for software installation/software operationalisation, data sanitization, data validation, data digitization and data migration etc.	Request not acceded to
345	General	General	General	General	General	As this project is massive and it is spread across all states. For example, Maharashtra where number of pacs are 20000 plus and the details of physical documents which are to be scanned and digitized at pacs level is not provided separately for each pacs location. We request NABARD to seek rates for 1 image basis for physical documents digitization as it would help us calculate rates competitively.	Request not acceded to
346	General	General	General	General	General	As this project is massive and the scope of works involves software customization, data validation at pacs level. Therefore, we request you to kindly allow to participate through Consortium.	Request not acceded to
347	General	General	General	General	Payment terms	We request for monthly payment terms instead of quarterly.	Request not acceded to
348	34	23 Executive Summary of the Bidders Response	23.1		A synopsis of the past experience of the vendor in handling similar projects	May we request you to elaborate on "similar experience" so that there is no ambiguity ? Is it mandatory to have past experience with PACS or any IT/ITES projects will do as mentioned under Sr. No. 4 of Eligibility Criteria?	experience in PACS is not mandatory. Please refer to corrigendum
349	34	24 Eligibility Criteria	Sr.No.1		Legal Entity	It is not clear whether a consortium is allowed. As this being a complex project, may we request you to allow formation of a consortium with maximum of three members, including lead/prime bidder ? Respective clauses under Eligibility Criteria and Evaluation Criteria can be ful-filled by jointly through consortium members.	Consortium is not allowed. Kindly refer to corrigendum
350	49	48 Evaluation of Technical Bids	48.6		Project in the Category-I state: i. Project value of Rs.50 lakh under single work order issued on or after 01 Oct 2012 ii. Work order issued on or after 01 Oct 2012 covering 50 PACS or multiple thereof.	May we request you to amend this clause as following in line with "Project in the Category-II state":- i. Project value of Rs.50 lakh under single work order issued on or after 01 Oct 2012 OR ii. Work order issued on or after 01 Oct 2012 covering 50 PACS or multiple thereof.	Request not acceded to
351	50	48 Evaluation of Technical Bids	48.6		48.6.2 "Project/Solution"	May we request you to amend this clause as following:-  The bidder shall submit documentary proof showing successful completion along with work order issued.	please refer to corrigendum
352	50	48 Evaluation of Technical Bids	48.6		Sr.No. 1	48.6.3  If we are bidding for category-I then we need to show following projects as mentioned under Clause 48.6.2 :- i. Project value of Rs.50 lakh under single work order issued on or after 01 Oct 2012 ii. Work order issued on or after 01 Oct 2012 covering 50 PACS or multiple thereof.  So to score 20 marks, we need to show 4 projects under each criteria (i) & (ii) - total 8 projects?	No 4 projects which are either i or ii. Please refer to corrigendum
353	50	48 Evaluation of Technical Bids	48.6		Sr.No. 2	48.6.2 :- i. Project value of Rs.50 lakh under single work order issued on or after 01 Oct 2012 ii. Work order issued on or after 01 Oct 2012 covering 50 PACS or multiple thereof.  If this clause is for non-BFSI sector than is it necessary to show PACS projects as per criteri (ii)?	Work order covering 50 PACS or multiple thereof will not be considered under non-BFSI but will be considered under BFSI category
354	50	48 Evaluation of Technical Bids	48.6		Sr.No. 3	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 2012).  1 -2 Projects: 10 marks 3-5 Projects: 15 marks More than 5 Projects: 20 Marks  Additional marks: Experience in providing data digitization/data migration/integration services in cooperative societies: Upto 100 cooperative societies including PACS: 5 marks 101-500 cooperative societies including PACS: 10 marks Above 500 cooperative societies including PACS: 15 marks	number of projects submitted by you under different category will make bidder eligible for marks as elucidated in the referred section
355	50	48 Evaluation of Technical Bids	48.6		Sr.No. 4	Experience of the bidder for the project mentioned at point no. (i) and (ii) in the States bidder has applied for  Upto 50% of the State: 02 marks More than 50% of the states: 5 marks	Kindly refer to corrigendum.
356	14	1.6	1.6.1			The RFP does not provide any details on the legacy data which is to be digitised and ported in PACS software.  SIs shall prepare legacy data, digitise and port PACS data into National Level PACS Software (NLPS), the RFP for which has been floated by NABARD vide No. NB. HO. IDD/570/Pol-06/2022-23 dated 07 September 2022.  Kindly provide details on: 1. Number of records to be ported 2. Number of Pages to be digitised	Bidders may visit the PACS in states they are interested to ascertain the needs
357	14	1.6	1.6.7			The RFP does not provide any details on the legacy data which is to be digitised and ported in PACS software.  Kindly provide details on: 1. Number of Pages to be digitised	Bidders may visit the PACS in states they are interested to ascertain the needs
358	14	1.6	1.6.8			The RFP does not provide any details on the legacy data which is to be digitised and ported in PACS software.  Kindly provide details on: 1. Number of records to be ported	Bidders may visit the PACS in states they are interested to ascertain the needs
						Migrate PACS data to the new software and obtain migration certificate from the PACS / DCCB, after due checks.	

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
399	45	1.7	1.7.2		To visit PACS for the resolution of any issues as per the expected timelines.	It has been mentioned that a system has to be set for 200 PACS. under point 18.3.1. If bidder has to visit the PACS also this figure will come down to maximum 25.  18.3.1 To set up support centres approximately for a cluster of about 200 PACS. The no. of PACS to be submitted by a single support centre may vary depending upon the geographical spread or other such relevant state specific feature. The SI 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 currency of the project depending upon the requirement, the support staff at the Centre shall remain available on phone/ chat 24x7.  Kindly make the two points properly synchronised so that the costing is done accordingly by the bidders.	Support center would be set up for a cluster of 200 PACS
360	22	18.2	18.2.7		To collect and prepare legacy data from PACS upto cut-off date as specified by the States/NABARD or any other regulatory bodies.	We have been involved earlier with NABARD poroject and failed as data was not provided by PACS.  How will NABARD ensure that data is provided by PACS on time for Bidder to digitize.	PACS are participating under the project voluntarily. DLIMC, SPMU and SLIMC are in place to ensure coordination among all stakeholders
361	22	18.2	18.2.2		To perform digitization of various records through scanning/or by entering the data manually/or by other suitable means for ensuring clear and quality images of even seriously damaged, tarnished, clouded documents. It is expected that legacy data related to all live loans from the date of sanction of loan and all other core data related to share capital, membership, etc. from the date of origin of such data to be digitized.	There is only one mean of digitization of records i.e. through SCANNING.  Kindly define what NABARD team means by:  or by entering the data manually/or by other suitable means	Please refer to corrigendum. Digitization not just involves scanning but also manual entry of data from ledgers of PACS to system, which is main part of the work
362	23	18.2	18.2.10		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/SICBs and officials of RCS.	This study and data to be captured would have been done by NPLS.  All SOPs will also be finalised by the NPLS before we are handed over the software for Digitization and Porting of Data	Study for capturing data is to be conducted by SI where they are implementing agency
363	23	18.2	18.2.15		States where PACS have already been computerized by agencies other than NPLS, 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.	What will be the situation if existing Software vendor refuses to share their existing dayabase structure ?	SI will manually enter data from ledgers/ sub-ledgers/cashbooks/registers/other record of PACS to system
364	25	18.4	18.4.1		The SI shall perform role of system administrators and user administrators by coordinating with DCCBs/SICBs in order to implement user identity and access management to separate various users.	NABARD should clearly define how many sessions of training need to be conducted for PACS.	One round of training and refresher training as and when required
365	33	22 Payment Terms	22 Payment Terms		Part-1 Data digitization and migration	Please refer following table for suggested payment terms	Request not acceded to
366	PageNo.3.			Pre-bid Meeting	11:00 AM on 09 December 2022	Please confirm whether prebid meeting date was on 9th Dec. or it will be on 19th Dec. as the last date for receiving the pre-bid query is 16th Dec.	9th December
367	Page No. 13				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 end to end solution in computerization of PACS involving installation/operationalisation of National Level PACS Software (NPLS) provided by NABARD in selected PACS. Till the sunset date of the project i.e. 31.03.2027.	Please confirm readiness of NPLS software.	All the stake holders will be in place before start of the project.
368	Page No.14	1.6	1.6.7		Digitise legacy data existing in manual/semi computerised/computerised form at PACS.	Please provide average volume of data to be digitized per PAC - State wise.	Bidder may visit PACS in states they are interested to ascertain the status
369	Page No.14	1.6	1.6.8		Migrate PACS data to the new software and obtain migration certificate from the PACS / DCCB, after due checks	Getting Migration Certificate at PACs level is very difficult. In States where more than 5000 PACs are present, it will be very difficult to coordinate on the field to take such certificates. Instead provision should be made in software itself to verify the controls.	Completion of migration has to be certified by PACS secretary/ DCCB(signoff)
370	Page No.15	1.7		Functions of Support Centre	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)	Please confirm where will be Support Centre located. In case, bidder needs to arrange location, will rent be provided for the same?	SI must arrange for support centre. To be provided in fiancial bid
371	Page No.15	1.7			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)	Please confirm whether exact number of staff to be deployed as any variation will result in increase of costing.	Bidders may visit PACS in states they are interested in to ascertain the requirements
372	Page No.15	1.7		Functions of Support Centre	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)	Please confirm where will be Support Centre located. In case, bidder needs to arrange location, will rent be provided for the same?	Bidders will set up support centre and same will be part of commercial bid
373	Page No.22	18	18.1 18.1.6		As per the project guidelines, the procurement of the hardware shall be arranged for by the respective state govt, and will be made available to the PACS.	Please confirm who needs to arrange for the hardware (laptop/PC, document scanner, internet etc.) for the 1st Phase (Data Migration).	Hardware would be procured and commissioned at PACS by state authorised agency. However SI may arrange there own laptop, portable internet connectivity if need be
374	Page No.22	18	18.2 18.2.2		To perform digitization of various records through scanning/or by entering the data manually/or by other suitable means for ensuring clear and quality images of even seriously damaged, tarnished, clouded documents. It is expected that legacy data related to all live loans from the date of sanction of loan and all other core data related to share capital, membership, etc. from the date of origin of such data to be digitized	Can the digitization and scanning work be done at Centralized Level or at the District / Support Centres?	Digitisation and migration will be done at PACS
375	Page No.24	18	18.3 18.3.4		There should be a toll free number available with the State level support team, which shall be used by PACS/cluster level support team.	Please confirm who will arrange and bear the cost for the same.	SI
376	Page No.31	Point No.21	Sr. No.4		Within 02 weeks of acceptance of work order	We understand that this is a very manpower incentive project. On boarding and training such large team takes time. We request you to increase this timeline from 2 weeks to at least 4 weeks.	Request not acceded to
377	Page No.33	Point No.22	22.1		Payment schedule is subject to modification by respective state governments/ RCS/SICBs after approval by SLIMC and payment will be made on quarterly basis upon raising of bills.	Payment Schedule as described in the RFP should be fixed. If it is left open ended it will be difficult for the bidder to quote proper financial bid. Please confirm how much time will be taken once bills have been raised.	Request not acceded to
378	Page No.35	Sr. No.1	Point (d)		Letter from Company Secretary/Authorized Signatory/Statutory Auditor on bidder's letter head for last three years of operation	This letter can be given either by the bidder on its own letterhead or it can be given from the Company Secretary on his/her own letterhead.	Company secretary/Statutory Audit/ Authorised signatory in their letter head
379	Page No.51	48.6	48.6.3		IT solutions means solutions relating to Cloud, 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. "Project/Solution" means ongoing/completed projects	We have few projects which are running continuously for last more than 15 years. We request you to consider the projects for which work order was issued even before 1st Oct. 2012 if they are still ongoing.	Request not acceded to
380	Page No.60	66		Point No.vi.	Key personnel with PMP/ PRINCE 2/ RHCE/ RHCSA/ CMMI certification	You have asked for the certification of key personnel which are mostly related to software development. We understand that this project is mainly focusing on IT services.Thus, this should be removed. Instead of the bidder organization is CMMI3level or above, they should be given equivalent marks or you may also consider certification related to Microsoft and other technology also and not be limited to Red Hat only.	Request not acceded to
381					The State Government would keep the any physical service delivered by the SI and payment to the SI shall be released on pro-rata basis after deducting applicable penalty and TDS/other taxes.	Please confirm whether this project will be treated as contractual or professional services. What will be rate with which TDS will be deducted.	Contractual service
382					Visit for survey of various PACS	We wish to visit few PACS in various States before participating in the bid. We request you to kindly provide details of the contact persons for various	Please send a separate e-mail to us
383	30	20	20.8	Security Audit Report	Security Audit Results	Who will provide the System Audit Report? Because we did not develop the main software.	SI shall facilitate NPLSV, wherever applicable. Please refer to corrigendum

Sr No.	Page No.	Section	Sub Section	Details	Clause of the RFP on which clarification required	Clarification Required	Clarifications
384	34	24	24.1	Eligibility Criteria	i. The Bidder should be a Company registered under Companies Act,1956 or Companies Act 2013.	We have been providing services to PACS since 2014 as a Proprietary Firm after which it converted into Partnership firm in Apr-2019, so we would request you to allow Partnership firm to participate in this RFP process.	Please refer to corrigendum
385	36	24	24.4		The bidder should be in the field of IT solution/IT support and maintenance during the last 10 years in India (since 01 Oct 2012).	Since Oct-2014 we have provided IT services as a proprietary firm and then converted to a partnership firm in 20-Apr-2019, so we request you to please consider this as the experience and technical capability of the last three years.	Please refer to corrigendum
386	49	48	48.6	Experience and Technical Capability	Project in the Category-I state: order issued on or after 01 Oct 2012. after 01 Oct 2012 covering 50 PACS or multiple thereof.	For Category-I states, do we need to provide documents for both the points or either any one? We would request you please consider any one of them!!	Already included. Please refer to corrigendum
387	55	55	55.1	Exemption for EMD	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.	How much Earnest Money Deposit (EMD) is required for 200 PACS in West Bengal?	Bid can not be submitted for only 200 PACS in West Bengal, whole state needs to be covered
388	93				Annexure VIII: Commercial Bid for RFP for Empanelment of System Integrators for Computerisation of PACS	The most of the PACS have 2000 to 10000 customers and some PACS have multiple branches, then on what basis we will give the quote amount?	
389	52	53 Earnest Money Deposit (EMD)	53.1		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 shall be submitted.	As per the calculation done from our end, we found that Rs.3700 approx is calculated per Pacs. Kindly relax this amount for maximum participation of the bidders.	Request not acceded to. Also refer to corrigendum
390	49	17. Method of selection of state by bidders	17.2. Points to be noted before submitting bid/s for State/s:-		17.2.1 The bidder may apply for any one state in Category-I without applying for any state in Category-II.	Kindly change the clause as below- The bidder may apply for any one state in Category-I without applying for any state in Category-II. Or The bidder may apply for any two states in Category- I without applying for any state in Category-II.	Request not acceded to
391	21	17. Method of selection of state by bidders	17.5 for submission of bids:- Summary of the above rule as listed in Clause No. 17.2 for	42767	Category-I Category-II (mandatory bid submission) Bid received for only 02 States- Bid for any one group to be necessarily submitted	Kindly change the clause as below- Category-I Category-II (mandatory bid submission) Bid received for only 02 States- No mandatory submission	Request not acceded to
392	38	24 Eligibility Criteria	6.Manpower		The bidder should have at least following no. of full time manpower resources with adequate technical , maintenance and support staff on their payroll. PACS size (members) No. of manpower on payroll Upto 200 30 200-500 30 500-1000 100 1000-5000 150 Above 5000 200 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.	Kindly change the clause as below- The bidder should have at least following no. of full time manpower resources with adequate technical maintenance and support staff on their payroll. PACS size (members) No. of manpower on payroll Upto 200 20 200-500 30 500-1000 50 1000-5000 100 Above 5000 150 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.	Please refer to corrigendum
393	49	48.6 Technical bids would be evaluated as follows:-			Project in the Category-I state: i. Project value of Rs.50 lakh under single work order issued on or after 01 Oct 2012 ii. Work order issued on or after 01 Oct 2012 covering 50 PACS or multiple thereof.	Kindly change the Clause as below - Project in the Category-I state: i. Project value of Rs.1.5 Crores under single work order issued on or after 01 Oct 2012 or ii. Work order issued on or after 01 Oct 2012 covering 50 PACS or multiple thereof. As the same format is given for Category-II State, kindly consider the same for Category- I state.	Please refer to corrigendum
394	50	48.6 Technical bids would be evaluated as follows:-			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 2012).	Kindly Change the clause as below: Deployed/Provided to BFSI/ Government Organisation sector entity/ies: Experience of bidders in providing IT solutions/ IT support and maintenance services during the last ten years (since 01 Oct 2012).	Request not acceded to.
395	51	48.6 Technical bids would be evaluated as follows:-			Key personnel with PMP/PRINCE 2/ RHCE/ RHCSA/CMMI certification. 03 marks per relevant certificates. More than 02 certificates- 05 marks	Kindly Change the below clause as below:- Key personnel with PMP/PRINCE 2/ RHCE/ RHCSA or the company must have CMMI certification 03 marks per relevant certificates. or More than 02 certificates- 05 marks	Request not acceded to.
396	22	Scope of work	18	18.1.1	To install NLPs or enable system readiness for web based NLPs solution, as the case may be, and migration tools supplied by NLPsV/NABARD	Which kind of Migration tools provided by NLPs	Will be shared with empanelled SI
397	22	Scope of work	18	18.1.4	SI shall facilitate NLPsV in integration of PACS to Core Banking Software (CBS) of DCCBs/SCBs.	How SI helps NLPsV to integrate PACS to CBS, and if DCCB uses different CBS Software then who is responsible for any cost related to integration	NLPsV is responsible for integrating NLPs with CBS. SI shall facilitate NLPsV in the process
398	50	48	48.63	SI.B0.1	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 2012).	Deployed/Provided to BFSI sector entity/ies: Experience of bidders in providing IT solutions/ IT support /data digitization/data migration and maintenance services during the last fifteen years (since 01 Oct 2007).	Please refer to corrigendum
399	49	48	48.6.2		"Project/Solution" means ongoing/completed projects: Project in the Category-I state: i. Project value of Rs.50 lakh under single work order issued on or after 01 Oct 2012 ii. Work order issued on or after 01 Oct 2012 covering 50 PACS or multiple thereof.	There should be OR between point i and ii. This was clarified by your team in pre-bid conference.	Yes, please refer to the corrigendum.
400	50	48	48.6.3.iii	48.6.2	Additional marks: Experience in providing data digitization/data migration/integration services in cooperative societies: Upto 100 cooperative societies including PACS: 5 marks 101-500 cooperative societies including PACS: 10 marks Above 500 cooperative societies including PACS: 15 marks	As the working of SI is more generic and this clause gives 15 marks unfair weightage to certain players only, it should be removed for competitive bidding.	Please refer to the corrigendum
			48.6.3.iii				

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401	36	Eligibility Criteria	Experience and Technical Capability		<p>Specific requirements : The bidder should be in the field of IT solution/IT support and maintenance during the last 10 years in India (since on Oct 2012) Documents to be submitted : i. Work Order + Completion certificates from the client ii. Work order + Self certificate of Completion (Certified by the CA involved in the statutory audit); OR iii. Work order + phase completion certificate from the client/ CAinvolved in the statutory audit (for ongoing projects) iv. Details of past implementation The letter must indicate the Start and End date of implementation, No. of locations included viz., State, District, Villages, type and scope of application/ software implementation or work done etc. Contact Details of SinglePoint of Contact (SPoC) should also be furnished.</p>	<p>Kindly amend the clause as : Specific requirements : The bidder should be in the field of IT solution/IT support and maintenance during the last 10 years in India (since on Oct 2012) Documents to be submitted : i. Work Order / Completion certificates from the client ii. Work order + Self certificate of Completion OR iii. Work order + phase completion certificate from the client/ CAinvolved in the statutory audit (for ongoing projects) iv. Details of past implementation</p>	The request has not been considered.
402	14	1.6	16.1		Sl's shall prepare legacy data, digitise and port PACS data into National Level PACS Software (NLPFS), the RFP for which has been floated by NABARD vide No. NB. HO. IDD/570/Pol-06/2022-23 dated 07 September 2022.	legacy data will be provided by society	Yes, it will be provided by the society
403	14	1.6	1.6.2		Sl's shall recommend state specific customization required in the NLPFS	Considering Respective DCCB/SLIMC/ PACS will provide Customization and it is SI responsibility to get it done from NLPFSV	Yes
404	14	1.6	1.6.9		Train DCCB/SICB or personnel identified by the State Government as Master Trainers, and train PACS personnel, as also handhold them, on software usage and hardware maintenance.	Can we arrange training for PACS at a centralized location to cover maximum PACS in less time? Online training and visit to individual PACS if required for support is considered.	The group training to PACS will be provided by SI's master trainers at the locations ill be identified by NABARD.
405	15	1.7	1.7.1		To attend to service calls from PACS, DCCBs, SICBs and vendors	Can we arrange call centre for PACS at a centralized location to cover maximum PACS in less time.	Cluster level support centre will answer to the calls from PACS.
406	15	1.7	1.7.2		To visit PACS for the resolution of any issues as per the expected timelines.	Can we arrange technical person at DCCB Level, based on DCCB we can arrange 2 to 3 Technical Staff.	The staff of the SI are to be stationed at Cluster level support center on a set of cluster of 200 PACS
407	19	17	17.2.1		17.2.1 The bidder may apply for any one state in Category-I without applying for any state in Category-II	Can we apply for Category-I and Category-II and Category-III for one state.	Bidder can apply bid for single state in Category-I. In this scenario, bids for Category-II states need not be submitted. Bidder can also apply for one or more than one state listed in Category-II without submitting bids for Category-I state
408	22	22.2	5		Completion of On-system data and go-live	Request you to please release payment 100% after go-live of PACS at DCCB Level or individual Pacs level.	The request has not been considered.
409	22	18.2	18.2.1		To collect and prepare legacy data from PACS upto cut-off date as specified by the States/NABARD or any other regulatory bodies.	Considering the nearest year-end date for the cut-off date. Which may vary from PACS to PACS depending on when PACS is on boarding on NLPFS	Bidders may visit PACS in states they are interested to ascertain the situation
410	22	18.2	18.2.2		To perform digitization of various records through scanning/or by entering the data manually/or by other suitable means for ensuring clear and quality images of even seriously damaged, tarnished, clouded documents. It is expected that legacy data related to all live loans from the date of sanction of loan and all other core data related to share capital, membership, etc. from the date of origin of such data to be digitized.	Considering the cut-off date for loans, cut-off interest amount etc. will be calculated and provided by PACS employees.	Yes, it will be provided by PACS
411	23	18.2	18.2.6		The validation and accuracy of the data being migrated or entered into NLPFS shall be the responsibility of Sl's. SI 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, other software used by PACS through suitable migration tool provided by NLPFSV.	Data migration is SI responsibility but validation has to be done by PACS employees and Auditors provided to PACS or with help of DCCB as they are the right persons to do so. The correction of data if wrong in validation should be responsibility of SI. Accurate data entered	Data Validation should be done by SI in concurrence with PACS Secretary
412	23	18.2	18.2.6		The validation and accuracy of the data being migrated or entered into NLPFS shall be the responsibility of Sl's. SI 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, other software used by PACS through suitable migration tool provided by NLPFSV.	who will provide the consumables such as stationery required for a printout for validation of data etc.?	It will be provided by PACS
413	23	18.2	18.2.11		To enable digitization of PACS membership data and verify their credentials and data through OTPs/biometric verification/or any identification tools supplied by NLPFSV so as to avoid any wrong data migration.	OTP /Biometric verification of members of PACS is considered PACS takes a drive of membership verification at PACS premises.	SOP will be provided to empanelled SI
414	24	18.3	18.3.1		To set up support centres approximately for a cluster of about 200 PACS. The no. of PACS to be submitted by a single support centre may vary depending upon the geographical spread or other such relevant state specific feature. The SI 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 currency of the project depending upon the requirement, the support staff at the Centre shall remain available on phone/chat 24X7.	Support centre timing is 24 X 7 or 8 AM to 8 PM for 12X7	Clause is self-explanatory. Support centre will normally function from 8am to 8pm. However in case of emergencies 24*7 support has to be provided.
415	25	18.4	18.4.5		Validation of migrated data against the source data using relevant tools/scripts/customized applications and documentation	Considering tools / Scripts / Customized Applications provided by NLPFSV	Yes, it will be provided by NLPFSV

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416	26	18.4	18.4.6		The SI shall depute sufficient no. of its resources for the master training programme conducted by NLPSPV on NLPs and the trained manpower shall impart further training to PACS in the training programmes conducted by NABARD. The deputed SI 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 NLPSPV, to the participants. If required, SI shall prepare local language based user manuals/videos for PACS.	Considering the Centralized training program and training materials manuals /videos will be provided by NLPSPV	Yes, it will be provided by NLPSPV
417	29	20	point no 4		Customization	Customization is full responsibility of NLPSPV only implementing and validating changes is SI responsibility	Yes, but SI has to gather and suggest state specific customisation requirement in the NLPs as mentioned at Clause No.18.1.5
418	20	20	point no 5		Data digitization and migration Scripts required for data migration	Tools for migration will be provided by NLPSPV	Yes, it will be provided by NLPSPV
419	30	20	point no 6		Integration /interface	Considering Development of Integration will be provided by NLPSPV	Yes, it will be provided by NLPSPV
420	50	48	48.6.3 (iii)		Above 500 cooperative societies including PACS: 15 marks	IS Consortium arrangement is allowed in case PACS existing vendors considering there experience in PACS field	Consortium is not allowed.
421	52	53.1	53.1		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 shall be submitted.	Request you to please amend its clause as - 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 / PBG amount shall be submitted.	Please refer to the corrigendum
422	156	(j)	(j)		(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. ]	Request you to please allow us to do the consortium, The front bidder and consortium partner is equally responsible for successfully deliver project.	The request has not been considered.
423	52	53	53.1		EMD for maharashtra 780 lakhs	We request Nabard to consider EMD of ₹2,00,00,000/- (Rupees Two Crores only).	The request has not been considered.
424	32	21	9.10.11		It Will be done by PACS staff but it will sole responsibility of SI to get Onsystem entries completed through TS /support centre within stipulated time.	Time given for onsystem entries is very less .as the onsystem entries are done by pacs.	The request has not been considered.
425	32	21	9.10.11		It Will be done by PACS staff but it will sole responsibility of SI to get Onsystem entries completed through TS /support centre within stipulated time.	To follow the time shedule we have to carry onsystem workvery fast . To do this in indu. To do this in each society will require lot of manpower. We have a better plan to arrange this common training at the taluka level. will this be fine with NABARD.	The group training to PACS will be provided by SI's master trainers but responsibility for getting onsystem entries lies with SI
426	14	1	1.6		SIs shall enable provision to run the software on offline mode and later upload the data in the system in case of network issue	If NLPs have an option and provide the tool to upload the data	Yes, NLPs will provide the tool to upload the data
427	14	1	1.6	1.6.4	Digitise legacy data existing in manual / semi computerised / computerised form at PACS.	Kindly provide the list of PACS that are working in manual and semi computerised PACS State wise. This helps in working of our commercial proposal as our team has to visit each PACS to do Digitisation.	Bidders may visit PACS in states they are applying to ascertain the status of PACS
428	14	1	1.6	1.6.7	Migrate PACS data to the new software and obtain migration certificate from the PACS / DCCB, after due checks.	Will DCCB allot a dedicated person for this Project	Yes, DCCBs will have a dedicated cell for implementation of the project
429	15	1	1.7	1.6.8	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 furnitures such as table and chair. The functions expected from Support Centre are	If the contract is awarded to one or more SI, whether all such SI's should provide minimum two Staffs. If yes, how the calls will be segregated. If no, then whether L1 has to support the other SI's support calls	There will be no overlapping of calls as one SI will cater to specific number of PACS. Each SI will provide their own helpline numbers which will cater to the issues of PACS coming under their work order.
430	22	18	18.2		To collect and prepare legacy data from PACS upto cut-off date as specified by the States/NABARD or any other regulatory bodies.	We seek Nabard/State to collect the Data from each PACS and provide to SI. Because some PACS may not be satisfied with NLPs and unnecessarily may delay in providing the data backup.	The request has not been considered.
431	24	18	18.3		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, NLPSPV and regulators.	Will the helpline number will be provided by State Govt. or SI has to bear the cost.	SI has to bear the cost for the helpline number.
432	27	18	18.8		To facilitate and provide support to hardware vendor selected by States, who shall be supplying computers along with peripheral devices.	Kindly elaborate the role of SI in it	If hardware vendor contacts SI for any type of consultation related to PACS such as infrastructure available at PACS which may be of help to them in delivery and proper installation of the hardware, SI should be ready to extend support for the same.
433	28	20	3		Deployment of the software and hardware	What is the SI role in Installation of Hardware	Please refer to the corrigendum
434	29	20	4		Details of patches/ upgrades/ changes of all components	This should be the responsibility of NLPSPV and update the SI to communicate to PACS	Please refer to the corrigendum
435	General					Some PACS have more than one Branch. Will each branch of a particular PACS is considered as One or Multiple PACS.	PACS and its branches altogether will be considered as single PACS.
436	General					We have registered under MSE. Can we apply for more than one State and will EMD be exempted to all those States. Attached our MSE certificate for your Reference.	Yes. You may apply for more than one State provided other eligility criteria are being met.
437	General					If Bidder is exempted from EMD , is it mandatory to submit Annexure XII, XIII	Not required in such cases. However relevant documentary proof for claiming exemption need to be submitted while submitting bids
438	General					Who will award the contract and release Payment to SI. Is it Nabard or respective State	Respective State Government or the agency designated by them will release the payment.
439	23	18	42053		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.	Can SI access the Legacy data of Bank with the help of Existing Vendor or Is it sufficient to provide the templates and request bank to take up with the vendor to provide the data. Is any start and end date for the data extraction?	There is no start and end date for the data extraction, however it should be completed within 11 weeks of acceptance of work order as given in Clause No. 21 of the RFP. The SILMC/DLIMC will provide all necessary support for better coordination between SI and existing PACS vendor, however, SI should be ready to enter the data manually into the software if required
440	22	18	43333		To perform digitization of various records through scanning/or by entering the data manually/or by other suitable means for ensuring clear and quality images of even seriously damaged, tarnished, clouded documents. It is expected that legacy data related to all live loans from the date of sanction of loan and all other core data related to share capital, membership, etc. from the date of origin of such data to be digitized.	1) Is there any Cut off date?	Please refer to clause no 18.2.2

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441	24	18	43161		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. Two of the staff of SI 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.	Does two Staff members required at PMU in addition to the Support Centre Staff ?	Yes, the staff members at PMU are in addition to the support centre staff
442	24	18	43163		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.	Is Facility required, only from the date of commencement of these services?	From the date of signing of agreement
443	26	18	40286		The SI shall provide hands-on trainings to PACS staff on the use of NLPS, generation of reports, etc.	Hand on training is on Site or Group Training ? If on Site a) How many associate per PACS b) How many Days Handholding required.	Hands on training will be group training. Pl refer to answer given at S.No 60 for details. Minimum 1 day handholding will be required
444					General	Who will provide the necessary IT setup for Data Capture and Data sanitisation tools	NLPSV will provide tool for data capture and sanitisation. SI will use the tool to migrate the data
445	21	17	18	Summary of the above rule as listed in Clause No. 17.2 for submission of bids	Bid received for >5 States All three groups to be necessarily submitted	As per our understanding, agency bidding for more than 5 states in category I will have to submit the bids for all states of all groups (Group I, II, III). Please clarify whether our understanding is correct?	Yes bids for all category-II states are to be submitted
446	51	49	49.2		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	As per the clause 49.2, the qualified bidders have to undertake the task at L1 (Lowest Bid). An agency with high technical score (having more experience) would be able to justify the financials more appropriately than the agency with less experience in the cooperative sector. Therefore, it is suggested that the financial quote of the agency scoring high technical score could be considered for this assignment.	The technical score and financial quote of the technically qualified bidders will be shared with the respective State Government by NABARD. As mentioned in this clause and Clause No.16.2, 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.
447	167	vii	4	Evaluation of Commercial Bids	Submission of action plan / Ground level Survey & district wise presentation of SPMU Within 02 weeks of acceptance of work order	As per the project timelines, SI has to conduct ground level survey of selected PACS 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 within 2 weeks of work order. However, the timeline for covering the PACs in each state would be different based on number of PACs to be covered. For example, conducting ground level survey of 53 PACs in Puducherry will take lesser time as compared to ground level survey of 8463 PACs in Bihar. Imposing	The request for rebatation in timelines has not been acceded to.
448				Penalties in case of failures to meetine Project Timelines		same timelines for all states would not be justified as the quantum of work in each state and number of PACs to be covered would be different	The request for rebatation in timelines has not been acceded to.
449					Submission of As- Is & To-Be for individual PACs	Similarly, preparing As-IS and To-Be analysis is a time taking process and conducting same for each of the PACs would be difficult in the given time period i.e., within 3 weeks of acceptance of work order. Each state would have different number of PACs to be covered and the timeline for the same would vary. Therefore, it is suggested that the timelines and penalties could be define later when an separte contract would be signed with the states.	The request for rebatation in timelines has not been acceded to.
450	174	.....	vi	Schedule III- Scope of Work H. Others:	H. Others: To perform geotagging operations of PACS through NLPS and its associated infrastructure.	We would like to get more clarity on " PACs associated infrastructure". As per our understanding/experience, PACs perform multiple activities and some of them have multiple infrastructure. Therefore, geotagging each infrastructure of PACs would involve travel cost. So, in which head this cost would be included in the Financial Bid. Further, we would like to confirm that geo-tagging would be done at the implementation phase i.e., roll out phase. On the other hand, many of the PACs would not have even a operational office. So geo-tagging would not be possible	PACS has an office and its associated infrastructure such as godowns/petrol pumps,dairy farms, depending upon the activities they are involved in.  Travel cost: Yes, geotagging will be done during roll-out phase and the same is to be done for only operational offices/infrastructure of PACS, the details of which will be provided by PACS.
451	38	24	6	Manpower	RFP requires manpower of 200 in their payroll if SI is bidding for a state with above 5000 PACS.	We request you to kindly relax this clause.	Please refer to the corrigendum