

## RFP for Selection of Consultant for Project Management Unit (PMU) - Response to Queries

**Tender No: NB.DDMABI/ 373 /DDMABI-10/2021-22 dated 31 March 2022 published on NABARD website on 01 April 2022**

S. No.	Page	Section	Clarification point as stated in the tender document	Comment/Suggestion/deviation	Response
1	60	7.1	The Consultant acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Consultant will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. NABARD shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees).	Monetary liability should not exceed the amount of fee agreed for the assignment.	Agreed that the monetary liability will not be exceeding fee agreed for the assignment. However, NABARD shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees).
2	24	8.2	Technical Bid Evaluation Process	We request you to please confirm if the technical evaluation criterias mentioned in the RFP under clause 8.2.1 can be met by any of the Consortium member?	The criteria has to be met by the Prime Bidder.
3	28	9	Liquidated damages	We propose to amend these terms and such penalties are applicable for any delay solely and directly attributable to VENDOR.	Agreed.
4	30	10.4	Payment Schedule	As per our standard terms, we would like to add the clause on interest on late payment. "BCG will impose a 1.5% per month late payment fee for invoices that remain unsettled after 30 days from raising the invoice." Request you to accept the same	Suggestion not acceded to

5	30	10.5	Termination of Contract	<p>It is mentioned in the clause The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least three (3) months, for any valid reason, including but not limited to the reasons mentioned.</p> <p>Considering a two way agreement , we request for the below criteria to added:  <b>The Bidder must also have the right to terminate the Contract in case:</b>  <b>1. its invoices are not paid on time.</b>  <b>2. if the Client fails to comply with the terms of the Agreement.</b></p>	Determining timelines for payment of invoices at RFP stage is premature. The terms and conditions of the agreement including bilateral termination shall be discussed with the successful bidder and need not be affirmed at this stage.
6	30	10.5	<p>Termination of Contract</p> <p>10.5.1 The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least three (3) months, for any valid reason, including but not limited to the following reasons:</p> <p>10.5.1.1 If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract or</p> <p>10.5.1.2 If the bidder fails to perform any other obligation(s) under the contract.</p> <p>10.5.1.3 Discrepancies / deviations in the agreed processes and/or products.</p> <p>10.5.1.4 If a Bidder makes any statement or encloses any form which turns out to be false/ forged/ incorrect at any period during the implementation of</p>	<p>We request you to kindly provide clarity whether there is a possibility of Consulting Firm to initiate the Termination clause in case of any circumstances.</p>	No. Suggestion is not acceded to.
7	34	11.1	Information Security	Please share the information security policy of the Bank for the review by our IT security team.	The IT Security policy of the Bank will be provided to successful bidder.

8	35	11.14	Patent Rights	<ul style="list-style-type: none"> <li>We agree to indemnify for third party claims in relation to the infringement of third-party intellectual property rights excluding indemnity for patent rights. Such an indemnity shall not be applicable to claims due to Customer use of modified version of deliverables, if the Customer uses the Deliverable or VENDOR tools for a purpose other than that contemplated by the engagement; or if the Customer uses a Deliverable or VENDOR tool in a manner not compliant with the Contract. Consultant indemnity obligations shall be contingent upon consultant sole right to defend such claims and prompt notice of claims by Client.</li> </ul>	Suggestion not acceded to
9	36	11.19	Limitation of Liability	<ul style="list-style-type: none"> <li>We agree with the aggregate liability terms as per 100% of Contract value.</li> </ul>	Suggestion not acceded to
10	36	11.19	Limitation of Liability	<ul style="list-style-type: none"> <li>We propose to delete the exceptions in subclause 11.19 (a) i.e. IP Infringement indemnity</li> </ul>	Suggestion not acceded to
11	36	11.19	Limitation of Liability	<ul style="list-style-type: none"> <li>We propose to include a disclaimer. Client acknowledges and agrees that VENDOR does not provide legal, accounting, or tax advice. client shall be responsible for obtaining its own legal and accounting advice concerning laws, regulations, agreements and other legal, accounting or tax issues, which issues may affect the advice given by VENDOR, and for acting in compliance therewith. VENDOR hereby expressly disclaims, to the fullest extent permitted by applicable law, on its own behalf and on behalf of its third party suppliers, all express, implied and statutory warranties, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, reliability, timeliness, quality, suitability, availability, accuracy or completeness and title. This section will survive the termination or expiry of the Contract.</li> </ul>	Suggestion not acceded to
12	32	11.2	Use of Contract Documents and Information	<ul style="list-style-type: none"> <li>We agree with the terms in clause 11.2.</li> </ul>	No clarification sought.

13	32	11.2	Use of Contract Documents and Information	<p>· In regard to disclosure of deliverables by the Client to any third parties. In case Client share VENDOR deliverables with third party. Such VENDOR deliverables will be subject to third parties signing the non-reliance letter. VENDOR can provide the Client with a copy of this form upon the Client's request. This would protect VENDOR from risks of third-party claims based on reliance on the Consultant deliverables, which are prepared only for Client organization. For the avoidance of doubt, Redistribution of the Deliverables by the Client to any third parties including government entities shall be subject to a condition that VENDOR's name is not on the distributed materials and no mention of VENDOR in connection therewith is made by Client or government entity.</p>	The usage of consultant reports by NABARD shall involve sharing with third parties including government and other NABARD's client in future, who shall take decisions placing reliance on the report. The execution of no reliance letter by Govt/Govt entities can not be ensured by NABARD. A technical consultancy report shared by NABARD, without reference to the author /consultant is not feasible.
14	32	11.2	Use of Contract Documents and Information	<p>· <b>We agree with the confidentiality terms and propose mutual no publicity clause. No Party will make any public announcement or press release regarding the Engagement or Services performed without the prior written consent of the other Party.</b> Except as required by law, neither VENDOR Deliverables nor reference to VENDOR may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution.</p>	Suggestion not acceded to. Usage of consultant reports/PMU deliverables etc. by NABARD shall remain unrestricted.
15	36	11.2	Privacy and Security Safeguards	We propose to make the terms and condition mutual to extend equivalent protection to VENDOR.	Suggestion not acceded to
16	37	11.21	Audit	In case NABARD intends to appoint third party/independent auditors to conduct the audit, the prior consent of the Firm must be taken since the Firm is also in the same line of business.	Suggestion not acceded to. However, prior intimation would be given to the firm before initiation of the audit related to the present project.
17	37	11.21	Audit	<p>• We propose to limit the inspection to the records related to this Contract and exclude inspection to the Consultant premises or systems (IT systems or facilities) due to confidential information of other clients.</p>	Agreed.
18	37	11.21	Audit	<p>· We agree with the terms and propose to include an exception to Audit rights. Following the proposed addition:</p>	The scope of audit shall be discussed and finalised with the successful bidder.

19	37	11.21	Audit	“Any such audits shall be subject to prior notice and conducted within reasonable office hours. Nothing herein shall obligate VENDOR to disclose to client any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with VENDOR’s business, payroll information, or information or material that constitute, in the opinion of VENDOR’s legal counsel, legally privileged documents or information that VENDOR is bound to maintain as confidential by written obligation to a third party.”	The scope of audit shall be discussed and finalised with the successful bidder.
20	5	1. Critical Information	Last date for submission of bids 27 April 2022 Upto 2.00 PM	The pre-bid meeting is to be held on 21st April 2022 and we believe our queries would be resolved post the meeting. There are only 7 calendar days between the pre-bid meeting and the bid submission. We request Nabard to please extend the bid submission date to 9th May 2022 so that it gives us enough time to prepare for the bid post the clarifications.	<b>Last date for submission of bids has been extended to 4.00 p.m. on 12 May 2022.</b>
21	5	1.10	Earnest Money Deposit -₹ 10,00,000/- (Rupees Ten Lakh only) except exempt categories as at Clause 6.10)	Considering the project scope and size, we request you to kindly reduce the amount of Earnest Money Deposit and amend this clause as:  Earnest Money Deposit -₹ <b>1,00,00/- (Rupees One Lakh only)</b> except exempt categories as at Clause 6.10)	Suggestion not acceded to
22	29	10.1 Duration of Contract	10.1.3 - Bank reserves the right to exit the contract after due notice of 3 months.	We propose this clause to be made mutual. Please include the below clause- "Consultant reserves the right to exit the contract after due notice of 3 months."	Suggestion not acceded to
23	30	10.4 Payment Schedule	Bank will make payment on a quarterly basis in equal divisions of the commercial bid accepted from the successful bidder / Vendor.	What are the payment terms? Is it based on attendance? What is the acceptance criteria?	Please refer to the RFP. As spelt out therein, payment will be made on quarterly basis. The PMU team will be physically present in office and attendance will be marked.

24	30	10.5 Termination of Contract		We are proposing below clause as an additional clause: "The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case: - Client does not make the payment to the Consultant - Does not adhere to the arbitration judgement - if Bidder determines that a law, regulation or anything having similar import, or a circumstances (including cases where client's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder."	Suggestion not acceded to
25	30	10.5 Termination of Contract	The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least three (3) months, for any valid reason, "including but not limited" to the following reasons:	We propose to delete the highlighted part of sentence " <b>including but not limited</b> ".	Suggestion not acceded to
26	30	10.5.1	If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract	We propose to include the below clause - "Client may terminate the Contract, by not less than thirty (30) days written notice of termination to the Consultant If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or with any further period as the Client may have subsequently approved in writing"  Also, we Please add- "for reasons solely attributable to the bidder"	Suggestion not acceded to
27	30	10.5.1.1	If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract	We propose to reword this clause as- "If the bidder fails to deliver any or all of the services within the period(s) specified in the contract <b>for reasons solely attributable to the bidder</b> or within any extension thereof granted by the Bank pursuant to conditions of contract"	The clause is amended as under : "If the bidder fails to deliver any or all of the services within the period(s) specified in the contract for reasons directly or indirectly attributable to the bidder or within any extension thereof granted by the Bank pursuant to conditions of contract"

28	30	10.5.2	In case of order cancellation, any payments made by the Bank to the vendor (for period for which services are not availed) would necessarily have to be returned to the Bank with interest @ 15% per annum. Further, the vendor would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other vendor subject to a maximum of the contract value considered. This is after repaying the payments made by the Bank to the vendor (for period for which services are not availed) would necessarily have to be returned to the Bank with interest @ 15% per annum.	We propose to delete the red highlighted part of the clause- 1. interest @ 15% per annum 2. any additional expenditure to be incurred by the Bank to appoint any other vendor subject to a maximum of the contract value considered	Suggestion not acceded to. Reworking of interest rate may be considered at post RFP stage with the successful bidder.
29	30	10.6.1	Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, terminate the contract in whole or part: if the vendor fails to deliver any or all of the solution within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract.	We propose to reword this clause as- "Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, terminate the contract in whole or part: if the vendor fails to deliver any or all of the solution within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract <b>for reasons solely attributable to bidder</b> "	The clause is modified as under: "Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, terminate the contract in whole or part: if the vendor fails to deliver any or all of the solution within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract for reasons directly or indirectly attributable to bidder"
30	30-31	10.6.2	In the event Bank terminates the Contract in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the vendor shall be liable to Bank for any excess costs for such similar services. However, the vendor shall continue the performance of the contract to the extent not terminated.	We propose to reword this clause by removing the strikethrough text as- "In the event Bank terminates the Contract in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered <del>and the vendor shall be liable to Bank for any excess costs for such similar services.</del> However, the vendor shall continue the performance of the contract to the extent not terminated."	Suggestion not acceded to
31	31	10.8 Periodic Review & Inspection	Bank will conduct periodic review and inspection, as and when required, to review vendor performance.	Please elaborate on the requirement as regular project status updates will be provided to the bank.	Will be finalised with the successful bidder.

32	34	11.13 Business Continuity	The bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank: 1. In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the bidder shall render all reasonable assistance and help to the Bank and to any new service provider engaged by the Bank, for the smooth switch over and continuity of the services.	How can we limit this clause?	We do not propose to limit the scope of this clause as the future scenario prevailing at that time and the kind of transition assistance can not be predicted at RFP stage. However, an indicative non-exclusive list of the fields of assistance will be worked out post RFP stage.
33	34	11.13 Business Continuity	In the event of failure of the bidder to render the service, without prejudice to any other right the Bank shall have as per this agreement, the bank at its sole discretion may make alternate arrangements for getting the services from any other source. And if the bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any, incurred by the bank in availing such services from the alternative source	We propose to delete the highlighted part of sentence - "And if the bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any, incurred by the bank in availing such services from the alternative source"	Suggestion not acceded to
34	35	11.17 Violation of terms	The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP.	We propose to reword this clause as- "The Bank clarifies that the Bank shall be entitled to <b>seek</b> an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP."	Agreed.
35	36	11.18 Confidentiality	The vendor will be exposed by virtue of the contracted activities of internal business information of Bank, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, or legal action against the vendors for breach of trust.	We propose to reword this clause as- "The vendor will be exposed by virtue of the contracted activities of internal business information of Bank, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information <b>as Shared with bidder for purposes of this RFP</b> to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, or legal action against the vendors for breach of trust."	The clause is modified as under: The vendor will be exposed by virtue of the contracted activities of internal business information of Bank, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information as shared with bidder for purposes of this RFP to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, or legal action against the vendors for breach of trust.



36	37	11.21 Audit	The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised 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. 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.	This is to clarify that visit to our office is not acceptable. At the most the client can visit to our project office and audit the relevant documents. Audit our office and system is not acceptable as DTTILLP will have data / information of other clients and it would be breach of confidentiality in case we allow the client to audit our office / system  We propose to delete this clause.	Suggestion not acceded to. The grant of access to RBI / other regulatory & statutory authorities for inspection and physical verification can not be a matter of acceptance and choice of vendor. It is clarified that the grant of access is in respect of records and visit to such premises where such records are stored is incidental to it.
37	37	11.22 Compliance with Statutory and Regulatory Provisions	It shall be the sole responsibility of the vendor to comply with <b>all statutory</b> and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.	We propose to reword this clause as- "It shall be the sole responsibility of the vendor to comply with all <b>applicable</b> statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract."	The clause is modified as under: It shall be the sole responsibility of the vendor to comply with all applicable statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.
38	37	11.24.1	The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidders obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to	Considering these aspects of indemnity , we kindly request for the below criteria to be included: <b>The Bidder/Firm must also be indemnified for losses incurred or damages suffered due to:</b> <b>1. third party claims.</b> <b>2. any fraud, misrepresentation or omission of facts by the company or its personnel.</b>	This aspect will be finalised on mutual agreeable terms with the successful bidder.

39	37	11.24.1 Indemnity	The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidders obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to	We propose to delete this clause.	Suggestion not acceded to
40	39	11.27.1	Other Clauses	We agree with the terms. We propose that VENDOR pre-existing IPR and IPR developed by a VENDOR independently of the Contract will be owned by Consulting Agency including any and all derivative works including modifications or enhancements to the same made before, during, and after the Contract.	Suggestion not acceded to
41	39	11.27.1 Other Clauses	NABARD has the sole ownership of and the right to use, all data that may be in possession of the vendor or its representative in the course of performing the services under the agreement that may be entered into. All documents, reports, information, data etc. collected and prepared by vendor in connection with the Scope of Work submitted to NABARD will be property of the Bank. The vendor shall not be entitled either directly or indirectly to make use of the documents, reports given by NABARD for carrying out of any services with any third parties. Vendor shall not without the prior written consent of NABARD be entitled to publish studies or description article with or without illustrations or data in respect of or in connection with the performance of services.	We propose the following clause as - "Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of DTTILLP shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Pre-existing of DTTILLP's IPR in the deliverables will still vest with DTTILLP. Notwithstanding the foregoing, DTTILLP retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that DTTILLP may use or develop in connection with this Contract. DTTILLP is not responsible if the client infringes the IPR by modifying the deliverables submitted by DTTILLP As a mitigation, team to avoid using any Deloitte internal IP (such as methodology etc) and third party	Suggestion not acceded to. It is clarified that NABARD shall have unfettered right to use all the IPR vesting in the deliverables.

42	39	11.27.4	The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/labour laws are complied with <b>while providing caretaker services</b> . The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.	We propose to delete the clause and request the bank to include only one indemnity clause and cap the maximum indemnity value which is equal to the contract value under that clause.	The clause is amended as under: The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/labour laws are complied with. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard, to protect NABARD from exposure to Employee Laws and Regulations.
43	39	11.27.5	Providing clarifications / particulars / documents, etc., to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.	Format of the Indemnity bond must be provided. Further, most employees of the Firm are professionals and Labour laws do not apply to them. For personnel who fall under the laws, the Firm does comply with the necessary regulations.	Please refer to the Contract Form given in Annexure XIV. Other details will be discussed and finalised mutually with the selected vendor and form part of SLA.
44	40	11.28 Representation and Warranties - Point 7	That the vendor shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep NABARD, its directors, Officers, employees, representatives, consultant and agents indemnified in relation thereto.	We propose to delete this clause. We propose NABARD to provide all the required software/licenses required for completing this project.	We agree. All the necessary software licenses will be procured and installed on NABARD Desktops / Laptops on premise. Bidder shall NOT include the cost of software / licenses as part of the Bid.
45	33	11.6 Compliance with all applicable laws	The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about <b>all laws</b> 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 the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.	We propose to reword this clause as - "The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all <b>applicable</b> 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 the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom."	The clause is modified as under: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all applicable 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 the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

46	58	12.10 Annexure –X: Non-Disclosure Agreement	<p>1. Confidential Information</p> <p>(i)“Confidential Information” means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the Consultant during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Consultant to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Confidential Information” also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.</p>	<p>We propose to reword this clause as-</p> <p>(i)“Confidential Information” means all information disclosed/furnished by <del>NABARD</del> <b>either party</b> or any such information which comes into the knowledge of the <del>Consultant</del> <b>a party</b> during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the <del>Consultant</del> <b>party</b> to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Confidential Information” also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement. <b>Any oral information referred to as the Confidential Information shall be summarized in writing to be “Confidential” at the time of disclosure or considering its nature or circumstances of disclosure is manifestly</b></p>	<p>Clause is amended as under :1. Confidential Information</p> <p>(i)“Confidential Information” means all information disclosed/furnished by either party or any such information which comes into the knowledge of the party during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the party to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Confidential Information” also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement. Any oral information referred to as the Confidential Information shall be summarized in writing to be “Confidential” at the time of disclosure or considering its nature or circumstances of disclosure is manifestly confidential."</p>
47	58	12.10 Annexure –X: Non-Disclosure Agreement	<p>1. Confidential Information (iii)</p> <p>“Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, <del>trade secret</del>, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, <del>software</del>, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.</p>	<p>We propose the modified clause as -</p> <p>1. Confidential Information (iii)</p> <p>“Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, <del>trade secret</del>, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, <del>software</del>, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.</p>	<p>Clause is amended as under: 1. Confidential Information (iii)</p> <p>“Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.</p>
48	58	12.10 Annexure –X: Non-Disclosure Agreement	<p>1. Confidential Information (iv) -</p> <p>The Consultant 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.</p>	<p>We propose to reword this clause as-</p> <p>"The <del>Consultant</del> <b>Parties</b> 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."</p>	<p>The clause is amended as under: 1. Confidential Information (iv) -</p> <p>The Parties 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.</p>

49	59	12.10 Annexure -X: Non-Disclosure Agreement	<p>1. Confidential Information (iv) - 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 authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.</p> <p>In the event Consultant is legally compelled to disclose any Confidential Information, Consultant shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. Consultant shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Consultant 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.</p>	<p>We propose to reword this clause as- "Confidential Information shall at all times remain the sole and exclusive property of <del>NABARD</del> <b>such Party, who it belongs to</b>. Upon termination of this Agreement, Confidential information shall be returned to <del>NABARD</del> <b>the other Party</b> or destroyed at its directions <b>upon receipt of a written notice</b>. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of <del>NABARD</del> <b>either party</b> in respect of the Confidential Information. <b>The obligations in this clause 1 shall not apply to the extent that it is necessary to retain copies to be in compliance with a Party's statutory, regulatory, internal storage or professional obligations subject to confidentiality obligations as per this Agreement.</b></p> <p>In the event Consultant is legally compelled to disclose any Confidential Information, Consultant shall give sufficient notice <del>of 45 days</del> <b>to the extent legally permissible</b> to NABARD to prevent or minimize to the extent possible, such disclosure. Consultant shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Consultant 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 for a period of one (01) years thereafter."</p>	The clause is amended as requested.
50	58	12.10 Annexure -X: Non-Disclosure Agreement	<p>1. Confidential Information (iv) - (b) was rightfully in the possession of the Consultant without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.</p>	<p>We propose to reword this clause as- "(b) was rightfully in the possession of the <del>Consultant</del> <b>Party</b> without any obligation of confidentiality prior to receiving it from <del>NABARD</del> <b>the other Party</b>, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient."</p>	The clause is amended as under: 1. Confidential Information (iv) - (b) was rightfully in the possession of the Party without any obligation of confidentiality prior to receiving it from the other party, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.
51	59	12.10 Annexure -X: Non-Disclosure Agreement	<p>1. Confidential Information (iv) - d) was developed by for the Consultant independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.</p>	<p>DTTILLP possesses extensive CI of other clients as well for whom we might have had developed the same. While the burden of proving it lies with us in whatever manner deems fit, but showing the documentary evidence is difficult owing to CI obligations we have agreed to with other clients.</p> <p>We propose to reword this clause as- "d) was developed by for the <del>Consultant</del> <b>Party</b> independently and without reference to any Confidential Information <del>and such independent development can be shown by documentary evidence.</del>"</p>	The clause is amended as requested.

52	59	12.10 Annexure -X: Non-Disclosure Agreement	<p>2. Non-disclosure The System Integrator 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 Consultant who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Consultant shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Consultant 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> <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>We propose to reword this clause as-</p> <p>"2. Non-disclosure The System Integrator 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 Consultant who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above <b>including, its subcontractors, infrastructure/support services provider, affiliates or related entities of the Consultant.</b> The Consultant shall take appropriate measures by instruction <del>and written agreement</del> prior to disclosure to such employees to prevent unauthorized use or disclosure. The Consultant 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> <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>The clause is amended as under:</p> <p>"2. Non-disclosure The System Integrator 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 Consultant who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above including, its subcontractors, infrastructure/support services provider, affiliates or related entities of the Consultant. The Consultant shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Consultant 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> <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>
53	60	12.10 Annexure -X: Non-Disclosure Agreement	<p>3. Publications The Consultant shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.</p>	<p>We propose to reword this clause as-</p> <p>"3. Publications <del>The Consultant</del> <b>Either Party</b> shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD <b>the other Party.</b>"</p>	<p>Suggestion not acceded to.</p>
54	60	12.10 Annexure -X: Non-Disclosure Agreement	<p>4. Term - Part-I 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.</p>	<p>We propose to reword this clause as-</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 by NABARD, whichever is earlier. <b>This Agreement shall terminate on the earlier of the following events (1) the termination of the discussions and negotiations between the Parties concerning the Purpose, or (2) on the signing of a definitive agreement between the Parties relating to the Purpose or (3) after a period of six (6) months from the Effective Date of this Agreement.</b>"</p>	<p>Suggestion not acceded to.</p>

55	60	12.10 Annexure -X: Non-Disclosure Agreement	<p>4. Term - Part-II The Consultant 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 Consultant 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.</p> <p>Obligation of confidentiality contemplated under this Agreement shall continue to be binding and</p>	<p>We propose to reword this clause as- "The Consultant 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- <b>requested via a written notice by NABARD</b> 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 Consultant further agrees and undertake to NABARD to <del>certify</del> <b>confirm</b> in writing to NABARD that the obligations set forth in this Agreement have been fully complied with. <b>Except that, the obligations in this paragraph shall not apply to the extent that it is necessary to retain copies to be in compliance</b></p>	Suggestion not acceded to.
56	60	12.10 Annexure -X: Non-Disclosure Agreement	<p>6.Return of Confidential Information Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.</p>	<p>We propose to reword this clause as- "6.Return of Confidential Information <b>Subject to the terms of this Agreement</b>, Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, <del>certify</del> <b>confirm</b> in writing that the Receiving Party has complied with the obligations set forth in this paragraph.</p>	Suggestion not acceded to.

57	60-61	12.10 Annexure -X: Non-Disclosure Agreement	7.1. The Consultant acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Consultant will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. NABARD shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees).	We propose to reword this clause as- "7.1. The Consultant acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Consultant will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. NABARD shall be entitled, in addition to other remedies for damages & relief as may be available to it, to <b>seek</b> an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees)."	The clause amended as under: "7.1. The Consultant acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Consultant will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. NABARD shall be entitled, in addition to other remedies for damages & relief as may be available to it, to seek an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees)."
58	61	12.10 Annexure -X: Non-Disclosure Agreement	7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.	We propose to reword this clause as- "7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, <del>certify</del> <b>confirm</b> destruction of the same."	Suggestion not acceded to.
59	61	12.10 Annexure -X: Non-Disclosure Agreement	7.4. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction. a. Suspension of access privileges b. Change of personnel assigned to the job c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives. d. Termination of contract	We propose to modify this clause as- "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. <del>a. Suspension of access privileges</del> <del>b. Change of personnel assigned to the job</del> <del>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.</del> d. Termination of contract"	Suggestion not acceded to.



60	61	12.10 Annexure –X: Non-Disclosure Agreement	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.	DTTILLP: We provide professional services and accordingly we possess extensive confidential data of multiple clients. Hence, generic audit becomes difficult. Requesting this to be removed.  We may help in providing any specific requirements or agree to provide extracts of information to meet your requirements.	Suggestion not acceded to.
61	63	12.10 Annexure –X: Non-Disclosure Agreement	12. General	We propose to add below clause- "In no event shall either Party, its affiliates, or related entities be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise)."	Suggestion not acceded to.
62	45	12.3 Annexure –III: Minimum Eligibility Criteria, S.N. 5	Bidder to provide an undertaking on their letter head that all the functional requirements as part of scope of work are covered in totality in the proposal submitted by the bidder	We wish to highlight that the functional requirements as part of scope of work of the DMABI project will be covered in totality by the implementation partner. As a PMU, our role is limited to ensuring that the deliverables are met and the project meets the timelines. However, we cannot submit an undertaking for the scope of the RFP for which we have not participated.	We are guided by our RFP for DMABI Solution, for which PMU is being set up.
63	46	12.4 Annexure –IV: Letter of Authorisation to Bid	We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this RFP.	We propose to delete this sentence as it is a project management contract- <del>"We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this RFP."</del>	Agreed. The clause is deleted as requested.
64	6	2.1 Purpose of the RFP	The National Bank for Agriculture and Rural Development hereinafter called NABARD" or "Bank" issues this 'Request for Proposal, hereinafter called "RFP" with the purpose to setup a Project Management Unit within NABARD to manage the implementation of Data Warehouse (DW), Extraction Transformation & Loading (ETL) and Business Intelligence (BI) /AI tools by system implementer selected through the RFP released by NABARD on 01 January 2022 (Reference No. NB.HO.DDMABI/209/01(RFP)/2021-22). The RFP for DMABI Solution is available on NABARD's website along with corrigendum issued on 19 January and 09 February 2022, the link of which is given below: <a href="https://www.nabard.org/auth/writereaddata/tender/3112215623tender.pdf">https://www.nabard.org/auth/writereaddata/tender/3112215623tender.pdf</a>	We request the Bank to please let us know if the process for the RFP for DMABI solution is complete and the vendor that has been selected for the same. Please also do let us know the selected vendor or the shortlisted vendor list for the RFP, in case the selection has not taken place yet.	The process of selection of vendor for DMABI solution is not yet completed.

65	13	4.1. Detailed scope of work	To manage the implementation of DMABI solution by System implementor as per scope in the Technical RFP. The project is envisaged, but not limited to the following characteristic features:	We propose to delete the part of sentence "not limited" in this clause.	Suggestion not acceded to
66	13	4.1.16	Determine approach for handing over on-going responsibilities – Transition Roadmap	Is the Transition of solution to be developed by SI or are they part of PMU activities?	PMU Consultant for PMU project
67	13	4.1.2	Define clear roadmap for delivery of the proposed DMABI project deliverables along with internal / external ownership and milestones.	Is the work by SI yet to start or is the same in progress?	The process of selection of vendor for DMABI solution is not yet completed.
68	16	5.1.9	Consortium Details: Consortium bidding shall qualify. The bid would be deemed to be a consortium bid if some services (as part of the solution) is not delivered by the prime bidder but by other members who have agreed to form a consortium.	Please clarify the number of consortium partners allowed to submit the bid.	3 (Three) i.e. Prime Bidder and maximum 02 consortium partners.
69	17	5.2.1.7	The EMD of the Bidders not qualified under Technical Bid will be returned within 15 days after opening the Commercial Bid of the technically qualified bidders. The EMD of other bidders will be returned upon the selected bidder signing the contract.	Kindly propose that EMD is returned immediately for unsuccessful bidder	Suggestion not acceded to. This is as per Bank's policy.
70	24	8 and 8.1.5	Evaluation Methodology	Given the strategic importance of the project to the Bank, we propose that the evaluation criteria should be modified in favor of assessment of technical capability of the bidder and changed to 80:20	Suggestion not acceded to
71	24	8.1.5	Final weighted evaluation score will be calculated in the ratio of Technical 70% and Commercial 30%	We believe that the execution of this project would require resources having an appropriate technical skill. We request you modify the final weighted evaluation as mentioned below.  "Final weighted evaluation score will be calculated in the ratio of Technical 80% and Commercial 20%"	Suggestion not acceded to
72	25	8.2 Technical Bid Evaluation Process	A) Experience and Credentials in Project Management engagements in India with Public Sector Units ongoing / Completed in last 7 years from the date of RFP with minimum duration of 06 months.	A) Experience and Credentials in Project Management engagements in India with Public Sector Units/Central Governments/State Governments ongoing / Completed in last 7 years from the date of RFP with minimum duration of 06 months  We would like to request you Kindly consider experience with Central and State Government along with PSUs.	Agreed. Clause is amended as requested. Pl also refer to Sr.No.78.

73	24	8.2 Technical Bid Evaluation Process	Scoring Criteria, S.N 2 A), B), 3 & 4	<p>We wish to highlight that, of the 65 marks reserved for Consultant Experience and Credentials, technically speaking, any Consultant can get full 40 marks without any experience in Data Warehousing, Business Intelligence and Analytics in BFSI. The TEC is not giving enough weightage to bidders who have enough experience in DW &amp; Analytics in BFSI. Other than the Technical Presentation, the criteria do not focus on DW/BI experience and it is imperative for Bidders to have the same for a successful implementation of DMABI project.</p> <p>We request NABARD to modify the evaluation criteria 2b) to focus only on Data warehouse projects in BFSI and to include DWBI experience and expertise for the criteria 3 &amp; 4.</p>	Suggestion not acceded to.
74	25	8.2 Technical Bid Evaluation Process, S.N. 2 B)	Of the projects specified under 2 A), additional score will awarded for <u>Specific Team experience in Project Management implementation of IT systems/ Data warehouse projects in Banks / BFSI / NBFC which are on-going / completed in the last 7 years from date of RFP with minimum duration of 6 months.</u>	We request NABARD to clarify if the experience is of the firm or of the proposed team? How will NABARD differentiate if we quote a credential for a team member that has worked on DWBI in a previous organization and at the same time, the other organization also quotes the credential? We request Nabard to please provide clarity on the same.	Team's experience on similar project who are on the payrolls of the bidding firm will be considered. In case any team member proposed as part of PMU leaves, an undertaking from the bidder to the effect that similarly / more qualified personnel will be posted in his place, with prior approval from NABARD will have to be submitted by the vendor bidding for PMU consultant.
75	25	8.2 Technical Bid Evaluation Process, S.N. 3	Permanent Consultants on Payroll with expertise in IT Project Management, IT Procurement and Techno Legal aspects of projects	We wish to highlight to NABARD that this criteria is not relevant to the scope of the project and that for a succesful implementation of the DMABI solution, it is imperative the bidders be evaluated on the number of permanent consultants on payroll possessing DW/BI experience and expertise	Suggestion not acceded to
76	25	8.2 Technical Bid Evaluation Process, S.N. 4	Profile of the Head (PMU)	We wish to highlight to NABARD that this criteria is not relevant to the scope of the project and that for a succesful implementation of the DMABI solution, it is imperative the bidders be evaluated on the PMU Head having DW/BI experience and expertise.	Suggestion not acceded to

77	25	8.2.1 (2)	Evaluation Criteria / Furnish names of the units /enterprises together with supporting documents like purchase orders / mails awarding the project	We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the contracts / work orders with them. While we shall be happy to disclose the same where we are legally permitted to, we request you to accept the certificate with a brief description of our client (without disclosing their names), the nature of services we performed for them, the duration of the project and a tentative contract value duly attested by CA.	Suggestion not acceded to
78	25	8.2.1 (2-A)	Experience and Credentials in Project Management engagements in India with Public Sector Units ongoing / Completed in last 7 years from the date of RFP with minimum duration of 06 months  Bidders will be awarded marks as under: 1. PMU contract worth more than Rs. 3 Crores – 5 per each project 2. PMU contract worth more than Rs.1.5 Crores and upto Rs.3.0 crore– 3 Marks for Each Project 3. PMU Contract worth more than Rs. 75 lakh and upto Rs.1.5 crore – 1 Mark for each Project	Request you to kindly clarify the definition of Public Sector Units (PSUs) and if all Government Bodies can be considered as the PSUs for this criteria?	Yes. Government Bodies can be considered as the PSU if the share holding by State/Central Govt. is more than 50% in such an entity.
79	25	8.2.1 (2-A)	Experience and Credentials in Project Management engagements in India with Public Sector Units ongoing / Completed in last 7 years from the date of RFP with minimum duration of 06 months  Bidders will be awarded marks as under: 1. PMU contract worth more than Rs. 3 Crores – 5 per each project 2. PMU contract worth more than Rs.1.5 Crores and upto Rs.3.0 crore– 3 Marks for Each Project 3. PMU Contract worth more than Rs. 75 lakh and upto Rs.1.5 crore – 1 Mark for each Project	We request you to kindly modify this criteria as per below:  Experience and Credentials in Project Management engagements/ <b>Project Monitoring/ Consulting</b> in India or <b>globally</b> with Public Sector Units/ <b>Financial institutes/ Government bodies</b> ongoing / Completed in last 7 years from the date of RFP with minimum duration of 06 months  Bidders will be awarded marks as under: 1. PMU contract worth more than Rs. <del>3</del> <b>1 crore and less than 3</b> Crores – 5 per each project 2. PMU contract worth more than <del>Rs.1.5 Crores and upto Rs.3.0</del> <b>70 lakh and less than 1 crore</b> – 3 Marks for Each Project 3. PMU Contract worth more than Rs. <del>75</del> <b>30 lakhs and less than 70 lakhs</b> and upto <del>Rs.1.5 crore</del> – 1	Suggestion not acceded to

80	25	8.2.1 (2-B)	<p>Of the projects specified under 2 A), additional score will awarded for Specific Team experience in Project Management implementation of IT systems/ Data warehouse projects in Banks / BFSI / NBFC which are on-going / completed in the last 7 years from date of RFP with minimum duration of 6 months.</p> <p>Bidders will be awarded 5 additional marks for each of the project with a contract value of Rs. 75 lakh and above subject to a maximum additional score of 15</p>	<p>We request you to kindly modify this criteria as per below:</p> <p>Of the projects specified under 2 A), additional score will awarded for Specific Team experience in Project Management/<b>consulting</b> implementation of IT systems/ Data warehouse projects in Banks / BFSI / NBFC/<b>Government bodies</b> which are on-going / completed in the last 7 years from date of RFP with minimum duration of 6 months.</p> <p>Bidders will be awarded 5 additional marks for each of the project with a contract value of <del>Rs. 75 lakh</del> <b>30 lakh</b> and above subject to a maximum additional score of 15</p>	Suggestion not acceded to. For Team profile, please refer to Annexure XI (and Sr.No.107).
81	26	8.2.1 (4)	<p>Profile of the Head (PMU)</p> <ol style="list-style-type: none"> <li>1. PMP Certified for more than 8 years – 15 Marks</li> <li>2. PMP Certified for more than 5 years and upto 8 years – 10 Marks</li> <li>3. PMP Certified for more than 3 years and upto 5 years– 5 Marks</li> </ol>	<p>We request you to kindly modify this criteria as per below:</p> <p>Profile of the Head (PMU)</p> <ol style="list-style-type: none"> <li>1. PMP Certified for more than 8- 5 years – 15 Marks</li> <li>2. PMP Certified for more than 5 3 years and upto 8 5 years – 10 Marks</li> <li>3. PMP Certified for more than 3 1 years and upto 5 3 years– 5 Marks</li> </ol>	Suggestion not acceded to
82	25	8.2.1 SN2B	<p>Of the projects specified under 2 A), additional score will awarded for Specific Team experience in Project Management implementation of IT systems/ Data warehouse projects in Banks / BFSI / NBFC which are on-going / completed in the last 7 years from date of RFP with minimum duration of 6 months."</p>	<p>The clause mentions :Of the projects specified under 2 A), additional score will awarded for Specific Team experience in Project Management implementation of IT systems/ Data warehouse projects in Banks / BFSI / NBFC which are on-going / completed in the last 7 years from date of RFP with minimum duration of 6 months."</p> <p><b>The above point mentions the bidder to specify projects under 2A which makes it a sub set of the public sector units. To ensure the Bidder has experience across the spectrum of BFSI and the niche scope mentioned by NABARD, requesting to reconsider 2B to be redrafted as an independent points as mentioned below: Additional score will awarded for Specific Team or Firm experience in Project Management implementation of IT systems/ Data warehouse projects in Banks / BFSI /</b></p>	Suggestion not acceded to

83	26	8.2.1 SN4	Profile of the Head (PMU)	<p>Project Management Professional (PMP) certification is something many seasoned project managers don't have or do not aspire to get and the experience is key. Many of the best project managers in the business don't have that kind of certification, or even any kind of Project Management-related degree at all. This skill still relies heavily upon your own personal experiences and abilities</p> <p><b>Hence request the project experience of the Profile of the Head (PMU) to be considered instead of the duration of the degree</b>  <b>Project Managed more than 8 engagements - 15 Marks</b>  <b>Project Managed 5-8 engagements - 10 Marks</b>  <b>Project Managed 2-5 engagements - 5 Marks</b></p>	The suggestion not acceded to. PMP certification is essential. For other details of Team profile, please refer to Annexure XI and Sr.No.107.
84	25	8.2.1 Sr. No. 2 A	Experience and Credentials in Project Management engagements in India with Public Sector Units ongoing / Completed in last 7 years from the date of RFP with minimum duration of 06 months	<p>It is requested to clarify if only public sector undertakings (PSUs) shall be considered, or Central/State government departments PMU shall also be considered.</p> <p>We request that for a wider participation, projects undertaken for Central/State Governments and/or respective departments and ministries may also be considered for the compliance of this clause.</p>	We agree. We further clarify that PSUs either in Central / State Government will be considered provided Central / State Government holds more than 50% share in such an entity.
85	25	8.2.1 Sr. No. 2 B	Of the projects specified under 2 A), additional score will be awarded for Specific Team experience in Project Management implementation of IT systems/ Data warehouse projects in Banks / BFSI / NBFC which are on-going / completed in the last 7 years from date of RFP with minimum duration of 6 months.	<p>We understand that this clause pertains to only the credentials of the resource and not of the firm as the clause reads "...score will be awarded for specific Team experience..."</p> <p>It is requested to clarify if, the team was to be part of the firm during the implementation project OR the team's experience on similar project during tenure with another firm shall be considered.</p>	Team's experience on similar project who are on the payrolls of the bidding firm will be considered. In case any team member proposed as part of PMU leaves, an undertaking from the bidder to the effect that similarly / more qualified personnel will be posted in his place with prior approval from NABARD will have to be submitted by the vendor bidding for the PMU consultant.

86	26	8.2.1, S.N. 4	Technical Bid Evaluation Process/ Evaluation Criteria / Head of PMU	<p>Given the strategic impact of PMU, The Head PMU may be expected to have along with project management skills techno-analytical understanding of data process, data warehouse, business and strategic perspective in addition to expertise of new ways of project execution such as AGILE. Given the the range of expertise required for the role of Head PMU, pre-specifying the role of Head PMU as a PMP certified professional may have a limiting impact on this initiative.</p> <p>We propose if you may kindly consider the following changes:</p> <p>A) Profile of Head PMU: Experience in executing projects in digital space, including experience of enterprise architecture, data process, data warehousing and facilitating data driven use cases. In addition, should have experience in executing/running teams following AGILE principles</p> <p>B) The PMU team should have team-member/s with 5</p>	Suggestion not acceded to. For Team profile, please refer to Annexure XI (and Sr.No.107).
87	26	8.2.3	To proceed to the next round, bidders will need to score a minimum of 70 marks in the Technical Bid Evaluation	We kindly request to modify this clause as follows. "To proceed to the next round, bidders will need to score a minimum of 80 marks in the Technical Bid Evaluation".	Suggestion not acceded to
88	57	Annexure –X: Non-Disclosure Agreement	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 authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.	The bidding firm will retain information / documents necessary to the extent of regulatory , legal and professional quality control purposes.	Suggestion not acceded to. This issue will be taken up during signing of SLA with the successful bidder.
89		General		In regards to understand the project size better, we request you to kindly share the tentative budget of the Project and also budget for appointment of Consultancy Firm for this Project.	Suggestion not acceded to
90		General		We request you to kindly allow using Parent firm's Technical Credentials (in case the bidder is a wholly owned subsidiary of its Parent firm). An undertaking and guarantee shall be taken from Parent firm to support and undertake execution of the project if its subsidiary firm is unable to meet the required performance levels.	Agreed.

91		General		Please clarify whether the bids (Technical and Commercial) are to be submitted online as well as in hard copy at the address mentioned in the RFP?	Yes.
92	NA	General	Work location	What will be the work location? Are there multiple locations involved? Is any travelling involved between multiple locations?	NABARD Head Office, Mumbai.
93	NA	General	Work location	Does NABARD expects all the PMU team members to be available full time onsite on the project or will their onsite presence is required on need basis?	Full time on site presence is required.
94	5	General	Last date for submission of bids	We kindly request NABARD to extend the last date of bid submission by at least two weeks from current target submission date 27th April 2022.	<b>Last date for submission of bids has been extended upto 4.00 p.m. on 12 May 2022.</b>
95	NA	NA	We propose to include a mutual collaborative model regarding the feedback on deliverables which provides for deemed acceptance in absence of notice of rejection or acceptance of the deliverables.	· Specifically, VENDOR and client will form a joint team to work on specific projects, working together closely. The client representatives will be apprised, on an ongoing basis, regarding VENDOR's progress and will assist in the developing deliverables. Moreover, most projects incorporate a number of "read out" dates, where both parties discuss progress and next steps.	Suggestion not acceded to
96	NA	NA		· We agree to the provisions related to Consultant correcting any material variances in the services/deliverables and bearing the cost of such correction if the services donot confirm to the project specifications or descriptions contained in the Scope of work. Any acceptance of the deliverables are linked to Customer requirements and acceptance criteria agreed in the Scope of work.	Will be discussed and finalised with the successful bidder.
97	NA	NA		· Further, we request to include the additional provision for deemed acceptance i.e. Deemed acceptance is linked to Customer providing notification of acceptance or absence of notification of acceptance from the client within specified period of 5 days from the date of receipt of deliverables.	Suggestion not acceded to



98	NA	NA	New terms proposed to be included in the Contract – Termination of contract.	We propose that in case of early termination of contract due to any reasons or due to force majeure events. VENDOR shall be paid for the services performed until the date of termination - “To the extent the Contract terminates prior to completion for any reason, Company will pay Fees incurred for all Services and Deliverables up to the date of termination, together with expenses incurred by VENDOR, through such date.”	At RFP stage, this is premature. Will be discussed with successful bidder.
99	NA	NA	Contract terms to be amended to include late interest clause.	VENDOR reserves the right to impose a 1.5% per month late payment fee for invoices that remain unsettled after 30 days from raising the invoice. Company will pay the invoices within thirty (30) days from the invoice date.	Suggestion not acceded to
100	NA	NA		· Further, if the delay is solely and directly attributable to Customer, VENDOR shall not be liable for any such delay or exposed to penalties. If in such an event, VENDOR team support is needed beyond the agreed timelines. Such VENDOR extended support shall be at an additional cost to Customer.	Suggestion not acceded to
101	NA	NA		· We propose to delete the below conditions since client have right to terminate the contract and claim the damages if proven in the court of law.	Suggestion not acceded to
102	NA	NA		· Serious discrepancies noted in the inspection.	Suggestion not acceded to
103	NA	NA		· Breaches in the terms and conditions of the Order;	Suggestion not acceded to
104	NA	NA		· We propose that the liquidated damages shall not be applicable in case of delay or any deficiency in performance of the work by IT/SI vendor not engaged by BCG.	Suggestion not acceded to

105	26	S.N.4 under the technical evaluation criteria table	<p>Profile of the Head (PMU)</p> <p>PMP Certified for more than 8 years – 15 Marks  PMP Certified for more than 5 years and upto 8 years – 10 Marks  PMP Certified for more than 3 years and upto 5 years– 5 Marks</p>	<p>We believe that the evaluation of Head (PMU) profile should be done based on core skills required for this project rather than just based on PMP certification only. Further, the weightage of 15 marks for Head (PMU) profile is on higher side. Considering this, we kindly request you to evaluate Head (PMU) profile with minimum years of experience, analytical skills and PMP or Prince 2 certification.</p> <p>Further, we request you to consider evaluation for this criterion based on the profile of other team members who shall be deployed for this engagement. In this regard, we request to provide the details like minimum years of experience, skills, marks for these resources.</p>	<p>Suggestion not acceded to. For Team profile, please refer to Annexure XI (and Sr.No.107).</p>
106	26	S.N.5 under the technical evaluation criteria table	<p>Technical response / proposal (Approach and methodology)</p> <p>As per Technical Advisory Committee</p>	<p>We believe that the technical response / proposal should be evaluated with other parameters than only approach and methodology.</p> <p>In view of the above, we kindly request you to evaluate this criterion based on the following parameters and provide marks to each criterion.</p> <p>a) Approach and methodology (9 marks)  b) Project work plan (3 marks)  c) Project resources deployment plan (3 marks)  d) Presentation (10 marks)</p>	<p>Technical response/proposal - As per Technical Advisory committee. Each of the bulleted points below will carry 5 marks each (out of the total of 25 marks)</p> <ul style="list-style-type: none"> <li>• Project Management Methodology – Project Phases including entry / exit Criteria checklists and templates</li> <li>• Change Management Plan – Including handling change requests, configuration management, traceability matrix etc.</li> <li>• Project Quality – Processes in place to ensure quality of the project outcomes – defect prevention, handling and resolution</li> <li>• Risk Management – Processes to identify &amp; handle risks and develop risk mitigation plans</li> <li>• Assessment of presentations by the bidders</li> </ul>
107	64	Section 12.11 - Annexure –XI: Team profile	<p>Details of team members proposed to be part of the PMU</p>	<p>Is there any minimum qualification/experience criteria for PMU team members other than PMU Head?</p>	<p>Annexure XI - Please add one more column giving details of :</p> <p><b>Project Management Head (1 No.)</b></p> <p>MBA / B.Tech. / B.E. / M.C.A. with minimum of 10 years of experience of which at least 5 years should have been in handling Project / Program Management Office responsibilities  Certified (valid) Project Management Professional (issued by Project Management Institute)  Should have coordinated at least one project in development sector / e-governance domain  Familiarity with Project Management Software (MS Office or Project Libre) and MS Office applications (MS Word, Excel, PowerPoint, etc)</p> <p><b>Project Management Coordinator (2 Nos)</b></p> <p>MBA / B.Tech. / B.E. / M.C.A. with minimum of 5 years of experience of which atleast 2 years should have been in handling Project / Program Management Office responsibilities  Experience in different project management activities viz. planning, schedule management, risk identification / mitigation, costing, etc  Project Management Professional certification desired, but not essential.  Familiarity with Project Management Software (MS Office or Project Libre) and MS Office applications (MS Word, Excel, PowerPoint, etc)</p>

108	64	Section 12.11 - Annexure –XI: Team profile	Details of team members proposed to be part of the PMU	What is the team size to be provided as a part of this RFP? What is the required qualification of team members?	As indicated at Sr.No.107.
109	64	Section 12.11 - Annexure –XI: Team profile	Details of team members proposed to be part of the PMU	Does the bank expect any documentary evidence to be included as a part of RFP response for the proposed team members / PMU Head or self attested document would suffice?	Self-attestation will suffice, however, Bank may call for additional documentary evidence.
110	13	Section 4.1 - Scope of work	To manage the implementation of DMABI solution by System implementor as per scope in the Technical RFP	Do we need to help NABARD in vendor evaluation/selection as well?	No.
111	13	Section 4.1.1	Preparation of an integrated project charter and plan working closely with key stakeholders and system implementors of DMABI solution project, covering the change management interventions, SOPs, processes, standards, metrics, team, etc.	SOPs are already present or NABARD wants us to create the SOPs?	Vendor may help NABARD in creating the SOPs.
112	32	Section 8.2 - Technical Bid Evaluation Process	Technical Evaluation Criteria - Point 2	Can we use our global credentials for submission?	Yes
113	62	Section 9.6	In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.	We propose to delete this clause. We prefer to have matters relating to NDA if any, resolved in the courts.	Suggestion not acceded to.
114	62	Section 9.9	All obligations created by this Agreement shall survive change or termination of the parties' business relationship.	We propose to delete this clause.	Suggestion not acceded to.