

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, MUMBAI

**Request for Proposal
For
“Enterprise Content Management”**

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General Information

1. The RFP is posted on NABARD's website www.nabard.org. NABARD reserves the right to change the requirements. Any changes made subsequently will be posted only on the website. Hence before submitting bids, bidder must ensure that such clarifications/changes have been considered by them. NABARD will not have any responsibility in case some omission is done by any bidder.
2. Demo date is 10th December 2019 at 11:00 AM hrs. Bidders need to send a mail to ecm@nabard.org two days prior to the Demo date. Bidders won't be given any demo after the Demo date.
3. Bidders are advised to study the RFP document carefully and submit the bids. The submission shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
4. A bidder cannot bid for more than one product. If violated, all the bids submitted by the bidder will be rejected.
5. Either the bidder on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the solution.
6. Only the latest but stable version/model of ECM components, Hardware, Software etc. should be proposed indicating the version/model number and other relevant details clearly.
7. Each page of the technical as well as commercial bid and any supplementary document attached, if any, should have the signature and the seal of an authorized person.
8. The participating bidders are required to submit documentary evidence in support of all the eligibility criteria.
9. All the information/documents sought through the RFP should be provided. Incomplete information/documents may lead to rejection.
10. In case of any clarification required by NABARD to assist in the examination, evaluation and comparison of bids, NABARD may, at its discretion, ask the bidder for clarification. The response / clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
11. Any clarifications sought by the NABARD or the bidders will be published on website or shared by email, if NABARD thinks it fit to do so.
12. Bids once submitted will be treated as final unless clarifications are sought by NABARD.

13. NABARD reserves the right to impose a penalty, if the successful bidder chooses to withdraw the bid.
14. NABARD shall not be responsible for non-receipt/non-delivery of bid documents due to any reason.
15. The Last date of Submission of bid is 03rd January 2020 at 02:30 PM Hrs.
16. The response to the RFP should be in English only.
17. All prices should be quoted in Indian Rupees only.
18. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra, India only.
19. After the selection process, the successful bidder should be prepared to revise the proposal, if need be, to fit the stated objectives of NABARD. At the end of these discussions, NABARD will notify the award of contract and forward format of Service Level Agreement (SLA) to the selected bidder.
20. The successful Bidder should submit the SLA on the stamp paper of adequate value and return it to the NABARD within 30 days of receipt of notification.
21. The SLA shall be written in English. All correspondence and other documents pertaining to the SLA, which are exchanged by the parties, shall also be written in English.
22. The bidder shall also submit PRE-CONTRACT INTEGRITY PACT along with technical bid as prescribed in Annexure XVI duly signed by the bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT shall not be considered.
23. NABARD will appoint an Independent External Monitor (IEM) as per CVC guidelines and bidders can approach for this contract.
24. NABARD has the right to reject any or all bids received without assigning any reason whatsoever.

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Schedule of Events

1	Purpose	The purpose of this RFP is to invite techno-commercial bids from Private/Public Ltd Companies/Public undertaking/partnership Bidders, for the scope of the functionalities as outlined in the Scope of Work
2	Cost of RFP	Rs.10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft.
3	EMD	Rs.38,00,000/-(Rupees Thirty Eight Lakh Only) to be submitted as Bank Guarantee/Pay Order/ Demand Draft drawn on Commercial bank in favour of NABARD
4	No. of Envelopes (Non window & sealed) to be submitted	Two (2) Envelopes Envelope 1 containing: 1. Technical Bid (Submit 1 hardcopy and 1 soft copy in CD) 2. DD towards cost of RFP & DD/BG/Pay Order for EMD. Envelope 2 containing : Commercial Bid as per Annexure II (Only one bid to be kept). (Submit 1 hard copy and 1 soft copy in CD)
5	Last Date of Submission of Bids	03 rd January 2020 , 02:30 PM hrs
6	Date, Time and Venue of opening of Bids, except Commercial Bids.	03 rd January 2020, 03:00 PM hrs Department of Information Technology, Fifth Floor, C Wing, NABARD, Head Office, C-24, G-block, Bandra- Kurla Complex, Bandra – (East), Mumbai 400051.
7	Last Date of query Submission	17 th December 2019 , 11:00 AM hrs
8	Pre-bid meeting	24 th December 2019, 11:00 AM hrs

9	Response to clarification/pre-bid meeting to be put on web site	31 st December 2019, 11:00 AM hrs
10	Bid Validity	180 days from the last date of submission.
11	Address for submission of Bids	Chief General Manager, Department of Information Technology, Fifth Floor, C Wing, NABARD, Head Office, C-24, G-block, Bandra - Kurla Complex Bandra (East), Mumbai 400051
12	Contact Persons :	Shri B Swaminathan, GM, DIT, NABARD Ms. Sujatha Sudhindran, DGM,DIT,NABARD

1. Introduction

National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "NABARD") has its Head Office at Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices(ROs) and Training Establishments(TEs) in different cities across the country (details attached in schedule 1). NABARD has implemented End to End Enterprise Content Management solution in HO and 2 Regional offices – Karnataka and Rajasthan. It intends to invite sealed proposal from eligible Bidders/Bidders for Rolling out the existing **Enterprise Content Management Solution across various offices** of NABARD (29 Regional Offices and 4 Training Establishments).

2. Purpose of RFP

The purpose of this RFP is to invite techno-commercial bids from Private/Public Ltd Companies/Public undertaking/partnership Bidders, for Rolling out the existing **End to End Enterprise Content Management Solution in other ROs and TEs** fulfilling the undermentioned items

- Minimum Eligibility Criteria
- Technical Bid
- Commercial Bid

2.1. Information Provided

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

2.2. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, NABARD and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in

connection with any negligence, omission, default, lack of care or misrepresentation on the part of NABARD or any of its officers, employees, contractors, agents, or advisers.

2.3. Costs to be borne by bidder

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

2.4. No legal relationship

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

2.5 Bidder's Obligation to Inform Itself

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

2.6 Evaluation of Offers

Each bidder acknowledges and accepts that NABARD may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible bidder. The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a bidder.

2.7 Errors and omissions

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

2.8 Acceptance of Terms& Conditions

A bidder will by responding to NABARD for RFP, be deemed to have accepted all the terms indicated therein. A signed copy of the RFP should be submitted, as a token of acceptance of all the terms & conditions mentioned in the RFP.

2.9 Lodgment of RFP

2.9.1 RFP Submission

RFP document submission is required to be done as under: -

- i. The response to the present RFP will be submitted in two parts, Technical Bid containing the General Terms and Conditions including compliance to Technical Specifications with the forwarding letter as per Annexure IV and the RFP Download Declaration as per Annexure XII and the other one containing the Commercial Bid alongwith the forwarding letter as per Annexure V on or before 03rd January 2020 at 02:30 PM hrs. The bidder will have to submit the Technical Bid and Commercial Bid portion of the Bids separately.
- ii. Technical Bid should be submitted in sealed non-window envelope duly super scribing "**Ref No. NB.DIT/1370/DIT-020-1/2019-20 dated 29th November 2019 – Bid for Roll out of Enterprise Content Management Solution to Regional offices and Training Establishments - “Technical Bid”**". A soft copy should also be submitted in envelop.
- iii. Commercial Bid should be submitted in sealed non-window envelope duly super scribing "**Ref No. NB.DIT/1370/DIT-020-1/2019-20 dated 29th November 2019 - Bid for Roll out of Enterprise Content Management Solution to Regional offices and Training Establishments - “Commercial Bid”**". A soft copy should also be submitted in envelop.
- iv. Each page of the technical as well as commercial bid and any supplementary document attached, if any, should have the signature and the seal of an authorized person (having the authorization / power of attorney etc. to sign on behalf of the organization). The authorization should be given in the format given in **Annexure III**.
- v. The price of components of the RFP by the successful bidder shall remain valid for a period of **3 years** from the date of acceptance of work order.
- vi. The price indicated in the RFP for Engineer, AMC, License shall be applicable for an additional period of 3 years if required.
- vii. Bidder needs to account for customization work of 400 days. Payment shall be done on the actual number of working days. For any further customization beyond the 400 days NABARD shall be paying the bidder at the same per man day rate agreed upon, within

or beyond 36 months. Cost of per man day as quoted in the **Bid document** will be considered throughout the project period.

- viii. Technical Bid will also contain the bidder's information in the format as given in bid document.
- ix. Technical Bid should **NOT** contain any pricing or commercial information at all.
- x. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid except un-amended printed literature shall be initialed by the person or persons signing the Bid.
- xi. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- xii. The bidder should quote the price for each item required by NABARD. The format for the same has been given in **Annexure II**.
- xiii. A signed copy of the RFP must be submitted along with the bid before the aforementioned closing date and time as mentioned in General Information Summary.
- xiv. Any bid received by NABARD after the deadline for submission of bid prescribed by NABARD, will be rejected and/or returned unopened to the bidder, if bidder desires so.
- xv. Faxed/Emailed copies of any submission are not acceptable and will be rejected by NABARD.
- xvi. If the submission does not include all the required information and documents or is incomplete, the proposal is liable to be rejected.
- xvii. All submissions, including any accompanying documents, will become the property of NABARD. Bidders shall be deemed to license and grant all rights to NABARD to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.
- xviii. At any time prior to the deadline for submission of bids, NABARD, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid documents by amendments.

xix. Bidder may seek clarification in writing but not later than 4 working days prior to Pre Bid Meeting. Amendment will be notified by mails to all prospective Bidders. In order to provide prospective Bidders, reasonable time to take the amendment into account in preparing their bid, NABARD may, at its discretion, extend the dead line for submission of bids.

2.9.2 RFP Validity Period

The Bid document must remain valid and open for evaluation for a period of at least 180 days from the last date of submission (or extended last date of submission) of Bid.

2.9.3 Queries regarding “Request for Proposal

Bidders are required to direct all communications related to this RFP, at

**Chief General Manager,
Department of Information Technology,
Fifth Floor, C Wing, NABARD, Head Office,
C-24, G-Block, Bandra - Kurla Complex
Bandra (East), Mumbai 400051
Contact Telephone Numbers (022) 2653 9750, 2653 9625
E-mail id : ecm@nabard.org**

NABARD will not answer any communication initiated by bidders later than 1 day after the Pre Bid Meeting. However, NABARD may, at its absolute discretion, seek additional information or material from any bidders after the RFP closes and all such information and material provided must be taken to form part of that bidder's response. Bidders should provide details of their Fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

If NABARD, at its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NABARD reserves the right to communicate such response to all bidders. NABARD may, at its absolute discretion, engage in discussion or negotiation with any bidder (or simultaneously with more than one bidder) after the RFP closes to improve or clarify any response.

2.10 Notification

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

2.11 Disqualification

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

2.12 Definition

The following expressions hereunder and elsewhere in the RFP/Contract Documents used, unless repugnant to the subject or context thereof, shall have the following meanings hereunder respectively assigned to them:-

1. **NABARD** (also referred as Bank, purchaser) means National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "NABARD") having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices (ROs)/Training Establishments (TEs) in different cities across the country, shall include their successors and assignees for orders placed by NABARD.
2. "**RO**" means Regional Offices of NABARD
3. "**TEs**" means Training Establishments of NABARD
4. "**ECMS**" means Enterprise Content Management Solution.
5. NABARD intends to issue this bid document, hereinafter called **Request for Proposal or RFP**, to the bidder, to participate in the bid for "Enterprise Content Management Solution" as per scope of work, terms and conditions in this RFP.
6. "**Bidder**", "**Successful Bidder**": shall mean Individual, agency, Firm or Company (whether incorporated or not) selected by NABARD for the performance of the Contract and shall include its legal representatives, successors and permitted assigns.
7. "**SI**" stands for System Integrator.
8. "**OEM**" stands for Original Equipment Manufacturer.
9. "**Bidder**" shall mean any Person or Persons, Firm or Proprietor who participates in this Bid indicating his / her / their interest & offering the Project / Work and its successful completion.
10. "**Supplies**", "**Project**", "**Work**" mean specified job(s) and/ or work(s) of this tender for delivery and installation of goods or services as mentioned in the RFP.
11. "**Complete**", "**Completed**" (in the context of job(s) mentioned in this bid) wherever used to indicate completeness of the specified job(s) and/ or work(s) of the goods/services defined in the BoM & the Work Order. It shall be deemed as incomplete

if any component of the BoM or of the WO are not supplied, delivered and installed, if supplied is not operational or not acceptable after acceptance testing in any respect.

12. The “**Contract**” shall mean the agreement between the parties as derived from the Contract Documents.
13. The “**Contractor**” is same as Bidder.
14. “**EMD**”, “Earnest Money Deposit” i.e., Money (or equivalent) deposited along with, the bid indicating willingness to abide by the rules of the bid process and assuring NABARD the Bidder’s capability to take up the project and complete in stipulated time.
15. “**SD**”, “Security Deposit” i.e., Performance Bank Guarantee deposited with NABARD as a performance guarantee for the quality specifications of the Enterprise Content Management Solution& and other services to be rendered during the warranty period.
16. “**Work order**” means Letter of intent given by NABARD to the successful bidder of the bid expressing interest and intention for entering into a contract with the successful bidder for carrying out the proposed job(s) mentioned in the bid.
17. “**Officer-in-charge**” shall primarily refer to the officer of NABARD to whom this bid is submitted, or any other officer within the same department who has been designated by him/her from time to time to handle the proceedings of this bid.
18. “**HRMS**” means Human Resource Management System
19. “**CLMAS**” means Centralized Loan Accounting Management System
20. “**TALMS**” means Treasury Asset& Liability Management System
21. “**OSS**” means Off-site Surveillance
22. “**DCMS**” means Data Collector Management System
23. “**ILMS**” means Integrated Library Management System.
24. “**NABNET**” is the internal web portal of NABARD
25. “**Complete Agreement**”: The terms and conditions of the RFP along with work order shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized Official of NABARD and the Bidder. The start date shall commence on the 14th (fourteenth) day of work order or the date of acceptance, whichever is earlier.
26. “**Acceptance by NABARD**”: Authorized officer(s) of NABARD must certify & sign all the installation reports and the invoice(s) for the Bill of Material.

27. "**Downtime**" is the time between the Time of Report by NABARD and Time of Restoration/ resolution within the contracted hours.
28. "**Failure**" is the condition that renders NABARD unable to perform any of the defined functions on the ECM Solution.
29. "**Restoration**" is the condition when the bidder demonstrates that the ECM Solution is in working order and NABARD acknowledges the same.

2.13 Bid Currency

All prices shall be expressed in **Indian Rupees** only (Multiples of Tens only).

3 Background

3.1 About NABARD

National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "NABARD") having its Head Office at Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices and Training Establishments in different cities across the country. The mission of NABARD is to promote sustainable and equitable agriculture and rural prosperity through effective credit support, related services, institution development and other innovative initiatives. More details about NABARD, its products and services can be seen in the website "www.nabard.org".

3.2 Present IT set up

NABARD has standard LAN setup in its head office and all Regional Offices/Training Establishments. All these offices are connected together in a WAN setup using a Multi-Protocol Label Switching (MPLS) backbone having a bandwidth of 16 Mbps for delivering various services. NABARD has a secondary MPLS connection having a bandwidth of 2 Mbps. NABARD has its own Data Centre and a separate DR hosted on co-location basis

4 Scope of Work

4.1 Project Objective

As an e-governance initiative, NABARD has implemented Enterprise Content Management solution with Opentext Documentum xCP platform to automate business workflows and digitize documents. It has been implemented at Head Office, 2Regional Offices i.e., Karnataka RO and Rajasthan RO.

While the project currently being implemented in Head Office and the two ROs is for 6 years, i.e., upto 2022, the period of the project envisaged in the current RFP is 3 years. It is proposed
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to expand the project to the remaining 29 Regional Offices and 4 Training Establishments. The Bidder would be required to replicate the existing solution of ROs - Karnataka RO and Rajasthan RO – to other ROs and TEs. The ECM system offered must be horizontally scalable to cater to following indicative objectives.

1. To implement the existing ECM solution in 33 ROs/TEs and ensure that the entire system should work as a single, Coherent system without leaving any mark of “junction” irrespective of whether a part has been designed and developed by vendor who is checking out of the project or entire system has been developed by single vendor who is checking-in into the project. It would be responsibility of the vendor/bidder to equip themselves for the same so as to meet this expectation of NABARD.
2. 400 man days of customization efforts have been built into this RFP.
3. To provide business continuity by ensuring availability of documents/cases through ECM.
4. If required, to tightly integrate the ECM application with the existing applications like HRMS, CLMAS (NABARD's CBS), FAMS, TALMS, Data Collector(Ensure), Dashboard, Nabnet etc. and other applications that may come up in future.
5. To enable usage of ECM Solution in bi-lingual form (English and Hindi).
6. Implement / Extend the IRM for ROs to the extent that the existing system provides it.
7. To ensure the availability of the entire ECM service 24x7x365 for use of NABARD. Bidder has to ensure services for HO and 2 ROs also.
8. Upgrades through the project period should be made available.
9. Ensure that ECM may be hosted in Internet also with all adequate security features
10. Bidder should have capability to develop mobile app related to the ECM solution as per Requirements of NABARD. Hindi OCR to be provided as part of Implementation and not part of Customization effort
11. Bidder to enable RPA as per requirement of NABARD
12. If NABARD desires so, Bidder should deliver Scanning Utility which would enable mass import of scanned documents
13. Digitization activity covering upto 90 Lakhs pages covering all ROs/TEs. Payment will be made based on actuals.

4.2 Demo

All Bidders will be given a demo of the existing system. The Bidders need to contact NABARD two days before the Demo date. The Bidder should send the details of the team, duly signed by the authorized signatory to ecm@nabard.org. The Bidder needs to give a declaration of confidentiality (format be provided by NABARD) signed by all team members that the confidentiality be maintained about the features of the existing system. The Bidder needs to give declaration that the Bidder has looked at the system and understood the existing system to the extent that the extended solution may be designed, developed, maintained as also the existing system may also be customized, if needed to meet the expectation of NABARD. In a situation when any feature/service could not be made available due to constraints posed by existing solution or services or otherwise, it is the responsibility of the vendor to provide the same by finding feasible solution without compromising on quality of existing or extended solution and at no extra cost.

4.3 Project Plan (applicable only to Successful Bidder)

Bidder should be able to complete the Roll out to all ROs within two years under any circumstances. NABARD intends to take up this project in a phased manner and follow the broad steps indicated below:

- i. Study of existing system, SRS & Gap Analysis for any new Requirements
- ii. Kick off and Rollout in 29 ROs and 4 TEs
- iii. Customization
- iv. UAT / Testing
- v. Go - Live
- vi. Training
- vii. OEM expert services
- viii. Warranty and FMS
- ix. Business Continuity Plan
- x. Coordination and Information sharing with the existing Vendor

i. Study of existing system, SRS & Gap Analysis for any new Requirements

The bidder will analyze the existing system, conduct a detailed Systems Requirements Study and provide a document/Manual relating to the functionalities that may be in addition to the existing system as required in ECM Solution.

The Bidder will provide NABARD with the gap identification report along with the necessary solutions to overcome the gaps and the time frames. The Bidder will incorporate all the suggestions made by NABARD to the gap report. The Bidder will ensure that gaps pointed out by the audit and inspection team, statutory and regulatory bodies, or any other third party agency engaged by NABARD will be immediately resolved.

If any of the features of the Opentext software are not provided in the existing ECM solution, a gap report and subsequent implementation for the same should be provided by the bidder.

If any new Requirements are to be considered, then SRS for the same has to be finalized in consultation with NABARD. Any changes done to the ECM solution shall be considered for all ROs and TEs including HO. Respective RO/TE will identify the content stewards for each Department/ROs/TEs, who would be responsible for the review, comments and sign-off of the SRS. SRS & Gap analysis document is to be shared by the bidder and approved by competent authority of NABARD.

ii. Kick off and Rollout in ROs.

The successful bidder is required to prepare a detailed project schedule having the Roll out plan for all ROs/TEs & get it approved by competent authority of NABARD and present it in the kick-off meeting.

Roll out is to happen in a phased manner in around 10 batches of ROs/TEs. Each batch would comprise some ROs/TEs as found suitable. Roll out for a unit of RO/TE is said to be completed when – the RO/TE structure is completed by Bidder, Satisfactory Testing done both by Bidder and NABARD, Training completed and users using the system in production.

Roll out includes Digitization of historical documents at RO/TEs.

iii. Customization

Bidder would develop, customize & deploy the solution as per the project schedule. For any new requirements the same to be deployed first in UAT with one round of Testing by Application team.

- Customization done for one RO/TE shall be applicable for other ROs/TEs also. Same to be applicable to the HO and ROs where ECM is already rolled out.

- Bidder should be able to provide 400 man days of efforts for any modifications or new requirements to the existing system. This would include a Mobile App for senior officers of the Bank as also a Mobile App for the Board of Directors of the Bank. This is in addition to Rolling out of the existing solution to ROs/TEs. And any modification done shall apply to all ROs/TEs (including HO and the 2 ROs implemented prior to this RFP)
- While 400 man days is considered as part of project, NABARD reserves the right to pay as per actuals which could be less or more than the 400.
- Man day cost quoted by the Bidder shall remain valid throughout the Project period (and thereafter if extended) beyond the 400-man day customization. NABARD reserves the right to make as many changes as it might deem fit till the point of Go-Live.
- The bidder is required to customize all the application software provided by him to suit and fulfill NABARD's functional and technical requirement specified in the RFP.
- The Bidder should be capable of integrating with HRMS, TALMS and CLMAS, ENSURE, Dashboard software, any future application that may come up which is in use at NABARD.
- Bidder is responsible to import application in production environment & ensure DC-DR synchronization etc.
- Bidder should be able to develop Hybrid Mobile App for accessing the solution with all specifications finalized in consultation with NABARD

iv. UAT / Testing

In the testing phase, all relevant tests need to be conducted by Application team and actual users as per the project schedule and satisfactory report should be obtained from the authorities concerned of NABARD before preparing it for go-live.

v. Go-live

- i. The system is said to be go –live if after all the required components of ECM are deployed, tested, system audit is done, system is smoothly running post-UAT in all the ROs/TEs, as per the expectation of NABARD and issuance of Final System Acceptance letter.
- ii. After obtaining “Final System Acceptance” letter from the NABARD's competent authority, the project would be considered as go-live.
- iii. Roll out for a unit of RO/TE is said to be completed when – the RO/TE structure is completed by Bidder, Satisfactory Testing done both by Bidder and NABARD, Training completed and users using the system in production.

vi. Training

Bidder is required to impart the (on-location) training to NABARD staff as per the plan. As part of Training Bidder needs to develop Documentation that is self-explanatory (or modify the existing training manuals) and also short videos on important features of the ECM system.

vii. OEM expert services

The bidder is required to include the cost for 30 person days per year. If utilization is less than 30 days per year, payment will be as per actuals and additional efforts, if required will be payable on pro rata basis.

- The request for OEM services will be sought through the bidder (SI)
- The OEM will deliver the services of an expert for the number of days agreed upon and this will be used for any requirement of NABARD
- NABARD may avail the services for one or more days in any block.

viii Warranty, FMS

The bidder is required to supply & commission (wherever necessary), install/re-install, test, configure/re-configure and maintain & provide support to the Systems(application) in Data Centre , DR and for scanning and related activities all support required at ROs/TEs and other offices at the locations identified by NABARD.

Bidder will have to specify the various infrastructure requirements which are to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, UPS, environmental conditions, illuminations etc.

The Bidder is required to provide warranty of all hardware, wherever procured, as well as software and it starts from the date of delivery and successful commissioning of hardware and software. Declaration to this effect to be submitted as per Annexure IX (Back to back Warranty & Support) Warranty should include supporting the application for all administration and other related activities. All major Upgrades (including major version upgrades) should be provided during the Warranty period. Before completing the project the warranty of all software should be of latest version provided by OEMs.

As part of FMS, onsite support (at location decided by NABARD) with experienced OEM certified/requisite skills is to be provided throughout the project period. 2 resources should be provided as part of onsite support.

viii. Business Continuity Plan

The Bidder is also expected to provide suitable Business Continuity Planning applicable to the solution in case the said solution is unavailable at any time or any site.

x. Coordination and Information sharing with the existing Vendor

There will be a tripartite agreement involving NABARD, Existing Vendor, Bidder regarding the access to system built, UAT environment, sharing of responsibilities, information sharing, documentation of all new changes done to the existing system, maintenance of hardware, solution to issues where there is overlap between Existing Vendor and Bidder. If the existing vendor becomes the successful bidder, then Bipartite agreement would be made with former.

The broad Scope of Work (SoW) is as follows (However, NABARD reserves the right to modify SoW including any reduction or enhancement in the RFP to enable final selection of bidder for the project):

4.4 Scanning Solution

4.4.1 Digitization of Historical Documents

Scanning of all important documents has to be taken up by bidder as decided by NABARD.

The Bidder will have to provide manpower and infrastructure on site at the specified Regional Offices and Training Establishments to take up the digitization work which, inter alia, would involve the following activities during the period of implementation:

- i. Receipt of the documents and recording in to register. Details are to be entered in the log register such as number of documents collected, date of collection, date of return etc.
- ii. A register has to be maintained by bidder so as to keep track of check -in & check -out of the physical documents. Date stamp to be put on the document after scanning.
- iii. Preparing documents for scanning (de-filing, de-stapling, removing the creasing, pasting etc. if required). (Proper care must be taken while handling the documents)
- iv. Numbering of pages has to be done before start of scanning. It shall be treated as a part of scanning work.

- v. The documents are to be maintained in an orderly manner without disturbing the chronology of the documents and without mixing pages between different documents. In other words, the physical documents have to be maintained as it was prior to scanning.
- vi. There must be provision for scanning of those identified as “critical” documents/books which should be scanned without unbinding where required or to unbind before scanning and later bind the documents for placing them properly in the files or in the storage.
- vii. Bidder would be required to ensure carrying out the scanning work in a due diligent and careful manner as many of the records may be of confidential in nature, to be preserved and handled carefully, for a long time.
- viii. The solution must support both TWAIN & ISIS scanner. The solution should be independent of the make & model of scanner and should support more than 400 makes and models of scanners.
- ix. The scanning activity would need to follow the sequence in which documents are handed over to the assigned bidder by respective offices.
- x. Scan the documents in minimum resolution of 300 dpi, apply necessary compression without loss of quality and upload OCR enabled documents into database and/or NABARD’s data base.
- xi. Contents of the digitized documents should be an exact replica excluding blank pages. There should be a provision for automated deletion of punch marks wherever present .
- xii. The solution must store all images in a central and secure repository in non-proprietary format.
- xiii. Solution should have the facility to generate barcode for scanned documents.
- xiv. There would be a step of Quality Check (QC) before handing over the soft as well as hard copy of the document back to NABARD.
- xv. Receiving documents with Index Sheet & reconciliation with the barcode/QR code attached on each document.
- xvi. Under no circumstances should the bidder change, mutilate, destroy or replace the documents handed over to it by Dept. (s) / offices otherwise a **penalty** may be imposed.
- xvii. The confidentiality of data must strictly be maintained in all circumstances. An undertaking regarding the same should be furnished in format given in **Annexure XIII**.
- xviii. Documents handed over by the Depts. / Offices for digitization are not to be removed from the premises without prior permission of NABARD.

- xxix. Apart from online scanning, provision for off-line scanning should also be there. However, urgent scanning facility for few document declared as urgent by NABARD should be provided by the bidder.
- xx. In order to complete the digitization work in a time bound manner, the bidder would deploy sufficient manpower and scanning and related equipment to scan & index minimum **5000 - 8000** pages per day at respective site. The Bidder will have to execute the work at multiple locations concurrently as per schedule mutually decided.
- xxi. Scanning few documents in color, if required.
- xxii. Scanning of bound books, without unbinding.
- xxiii. Pages other than A4, bound books will be relatively in less number.
- xxiv. Scanning and extracting photographs & signature of few documents (Service Files, Agreements etc.).
- xxv. Marking of physical files for scanning completed activity.
- xxvi. The digitization module for capturing Metadata (Top Sheet) is already developed and available in the application. Top Sheet creation will be done by users of respective units of NABARD. Minor additions/modifications may need to be taken up by the vendor.
- xxvii. Summary sheets Top Sheet wise on a daily basis will have to be provided to the respective units.
- xxviii. Automatic deletion of blank pages should be provided - either from Captiva or using OCR scanners. The number of blank pages should also be recorded. If page contains only punch marks, it shall be treated as blank pages. Payment will not be made for any blank pages.
- xxix. Volume of documents to be handled would be around 90 lakh pages across all ROs/TEs. Payment will be made as per actuals. Number of pages may be above or below the 90 Lakh figure. (please refer Schedule 2). Number of pages may vary from unit to unit.
- xxx. Scanning shall be done in RO/TE location premises only, unless otherwise decided by NABARD.
- xxxi. Scanned pages may be rejected if it's not upto the mark. And the same will have to be rescanned.

Bidder has to ensure that Digitization activity may happen more than once in an RO/TE.

4.4.2 Indexing/ Metadata Entry

- i. In order to facilitate e-cataloguing, the bidder should make indexing based on the Meta data given by NABARD.

- ii. Documents may need to be barcoded suitably (as per the latest standard) so as to ensure that the same barcode/QR Code can be used in future during physical storage by NABARD or any third party engaged by NABARD.
- iii. The solution should support indexing at multiple level – batch level, folder level, document level, page level indexing so that NABARD can define rule at any level for the purpose of record/document management.
- iv. Indexing would be critical for the success of the project in terms of identification and categorization of the scanned data to enable logical storage as well as physical storage and quick retrieval of the same.
- v. The Meta data entry has been finalized to a very large extent. Meta data will signify the nature of documents with proper tags for easy retrieval at later stage.
- vi. The Bidder to ensure no duplication of scanning of same documents.

4.4.3 Optical Character Recognition & Intelligent Character Recognition (OCR/ICR)

- i. ICR/OCR (both English and Hindi) scanning of documents along with all the supporting documents will take place at specified ROs, TEs or any location identified by NABARD.
- ii. OCR services should fetch faster results at a lower cost.
- iii. By using ICR technology any handwritten text should be converted into word / text searchable PDF format or word document format with high accuracy.
- iv. ICR software tools should be able to read information from a variety of documents.
- v. OCR feature for Hindi and other regional languages wherever available must be included as part of Implementation

4.4.4 Quality Check

Bidder would need to ensure 100% quality check of the scanned documents and enhanced to the optimum level. The scanning operator would need to follow a checklist comprising the following:

- i. Clarity of scanned documents.
- ii. Check for missing documents if any.
- iii. Remove black borders around images
- iv. Remove halftones and intrusive background colors that interfere with image reading and OCR processes.
- v. Remove punch holes from scanned images

- vi. Fix lines and shapes in scanned images, which usually gets distorted or disconnected during paper storage overtime and scanning.
- vii. Remove overall noise from the scanned image and skew correction to make the documents straight.
- viii. Remove black noises around the text.
- ix. De-speckle (remove small dots between text)
- x. The scanned images will have to be verified by the QA of the bidder taking into account the hard copies of the documents and not just the scanned images, per se.
- xi. Similarly, the QC undertaken by the bidder should also verify vis-à-vis the hard copies provided by units and not just with the scanned images alone.

N.B. Bidder shall impart training so that NABARD staff may independently perform the above mentioned activities after go live.

4.5 Document Management Solution

- The system should provide for proper authentication and authorization mechanism as decided by NABARD. If required Bidder has to integrate Biometric login
- Bidder should implement Digital Signature when NABARD decides so. Quotation should be given separately for the same. NABARD will pay only if it goes ahead with Digital Signature.
- Adding/ removing RO/TE, department split/merger, function split/merger facility should be provided.
- Bidder should ensure transition to cloud services, if NABARD wishes to do so in future.
- The system should enable integration with existing Active Directory in NABARD for authentication.
- System has the capability to integrate ECM with various existing legacy and Core applications (HRMS, CLMAS, TALMS (accounting system), Data Collector (ensure), Dashboard, NABNET etc.) and shall support interface with other open-standard systems to be adopted in NABARD in due course of time. Bidder should implement the integration for the same for application where necessary. All necessary changes to be done to talk to such other systems may be provided when the same is raised by NABARD.

Integration

- HRMS – profile of users has to be synced with the ECM solution. Users on boarding, transfers, retirement and such scenarios are to be synchronized with ECM. HRMS is built on Oracle People Soft (9.2 version)

4.5.1. Document Export

- i. All scanned images / documents should be stored in a temporary location and sanitized before exporting to the DMS repository.
- ii. Before uploading into the DMS, the documents will be verified by NABARD's staff.

4.5.2 Security

To make the system secure and robust, the system should have the following:

- i. Continue to implement document security plan, or come up with new one, conforming to security guidelines of NABARD, as may be applicable from time to time.
- ii. The ECM system should continue to be in consonance with IS policy, Cyber Security Policy, IT Policy and other related policies issued by NABARD and Government Depts and wherever applicable new features to be added to ECM system.
- iii. Security should be in place for prevention of unauthorized access by any means.
- iv. Bidder should ensure extension/refinement (if required) of provision for encryption of documents.
- v. The Bidder should continue adhere to server authentication mechanism or any new feature for client level ensure there is a mechanism for 1st and 2nd factor authentication if NABARD desires so.
- vi. Existing solution has provision of IRM, the Bidder should be able to extend and refine the IRM solution to 33 ROs/TEs. System should be protected with Information Rights Management (IRM) in such a way that movement of files/documents via email, copy-paste, printout, copy to external media, sharing over any network etc. are secured.
- vii. It should prevent the documents from being distributed to or from unauthorized user.
- viii. System is secure enough from hacking and other sort of attack. The Bidder should continue to maintain the same and improve on wherever required. Compliance to points arising out of Vulnerability Assessment and Penetration Testing (VAPT) to be provided at regular intervals/ as and when sought by NABARD in a time bound manner
- ix. The Bidder should ensure to continue to have a mechanism/tool to log management and audit trail.

- x. The Bidder should ensure to continue to must have feature for capturing all operations in audit trail for future inspections and audits.
- xi. Bidder has to provide security software/tools to be keep the system secure from all outside threats.
- xii. All the necessary logs are to be preserved for period specified by NABARD. Bidder should ensure that logs must be stored within or outside the system for any eventuality

4.5.3 Document Security

Following indicative features must be present in the solution: -

- i. Develop, test and implement a document security plan conforming to the security guidelines of NABARD. Bidder should enable, facilitate and resolve security related activities VAPT exercise, DR drill etc in coordination with NABARD or its designated service providers.
- ii. Bidder needs to facilitate smooth implementation of Security related activates and provide resolutions to gaps arising out of such activities
- iii. The Bidder should ensure to have a full audit trail on all processes / documents.
- iv. The Bidder should ensure support file encryption both for the data in transport and in storage.
- v. The DMS as well as Workflow solutions should be in consonance with NABARD IS policy and other related policies issued by NABARD, RBI and Govt. depts.
- vi. It should be possible to assign the access levels to individual users and groups of users
- vii. System should ensure restricting users from distributing information outside organization. If required, Bidder should be able to integrate DLP solution procured by NABARD with the existing ECM solution. A suitable Data Leak Prevention (DLP) system or feature should be available for restricting users from distributing information outside the organization.

4.5.4 Search, Retrieval & Archival Solution

The Bidder should ensure the following functionalities are extended/ refined with respect to search, retrieval & archival of the documents:

- i. System must provide the ability to search from both English and Hindi content sources.
- ii. Search Retrieval efficiency may be increased. This is to be part of Implementation.

- iii. Search features like - selection of properties and/or words, phrases, sounds like strings, proximity search, and thesaurus search, etc.

4.6 Workflow Solution

The workflow solution has the inward/outward movement of documents, correspondence, archival/retrieval of files and cases, approval/sanction mechanism, committees, inspection mechanism etc., features prevailing in NABARD.

The application should support desktop notifications for the case/document movement/workflow and digitization.

Existing solution provides

- Linear workflow – any user can mark the case to any user within the department
- User defined workflow – user initiating the case determines the movement of case
- Pre-defined workflow – participants of the case will be pre-defined by the Admin
- Inter department workflow – to send case from one depts to other
- Committee workflow – committee formation, setting up meeting, sending Agenda, uploading decision points and Action taken reports etc are accommodated. Its applicability may need to be defined for a particular RO/TE
- Inspection department workflow – separate workflow to provide for recording observations and compliance for observations. It also includes changing the status of observation.
- Compliance Workflow – extension of Inspection Department workflow where observation can be sent to combination to depts. Or ROs / TEs

Any new workflows/features or modifications to the existing workflows/other features if required are to be developed by the bidder.

4.6.1 Office Noting, Approval, Sanction etc.

- i. Bidder should needs to ensure that Hindi be one of the language input for writing & editing office notes in the system to necessary satisfaction of NABARD.
- ii. The system may need to capture the signature (including digital, if necessary) of user working on a Note, if required.

4.6.2 Reporting module

Bidder should provide comprehensive ECM management reporting module (MIS) for the following purpose:-

- i. To report on the scanning production, retrievals, workflow and other production and use metric, which shall include the daily, weekly, monthly and overall progress (number of images/pages scanned, percentage scanned etc.).
- ii. Any additional resources required for this purpose would be provided by the bidder only at no extra cost. Role wise MIS may be provided

4.7 Performance Monitoring & Tuning solution

Bidders shall guarantee that with the proposed configuration/specifications, the required system/application response time of not more than **05(five)seconds** shall be complied with. Overall response of the system at user level should not be more than **07(seven)** seconds keeping in view at least 3000 concurrent users would be connected to the system. The required response time shall be maintained throughout the contract period. In case, the implemented solutions doesn't meet the required response time or in the event of performance degradation that shall require upgrades in the Software, the corresponding cost shall be borne by the solution provider.

4.8 Infrastructure

4.8.1 Hardware

- i. All the activities / processes of the offered solution will be carried out at NABARD's premises. NABARD would provide the basic infrastructure in the premises with network, telephones as required for providing solution for the processes.
- ii. All modules or customization in the existing module should necessarily be tested in the development & test environment then to be deployed in the production or live environment. Hence bidder is required to take into the consideration the software etc. requirement pertaining to test & development.
- iii. The bidder should supply all necessary software for hosting the solution and also to support all the software mentioned above.

4.8.2 Software

- i. All the software modules should be latest as well as stable one and must have a general release date prior to the date of the submission of the proposal.
- ii. None of the software shall be in alpha or beta version or unreleased as of the date of release of the bid proposal.
- iii. Bidder should install, configure, test and integrate all of the various components of the ECM, including
 - a) Capturing software,
 - b) Document Management Solution
 - c) Business Process / Workflow Management software
 - d) Management reporting (BAM)
- iv. Software necessary for OCR feature for Hindi and other regional languages wherever available must be provided by the Bidder.
- v. NABARD has already procured 1000 Documentum licenses and 10 Captiva Concurrent licenses enabling scanning of 10 L pages/year. Bidder has to procure 2000 more perpetual Documentum licenses for the new users with warranty.
- vi. Under no circumstances will the successful bidder allow any license to expire nor allow any software to be out of support during the contract period. If a third party's claim endangers or disrupts NABARD's use of the software, the successful Bidder shall at no further expense, charge, fees or costs to NABARD and with the consent of NABARD, obtain a license so that NABARD may continue use of the software in accordance with the terms of this tender and subsequent Agreement and the license Agreement; or replace the software with a compatible, functionality equivalent and no infringing product with required number of issues.

4.9 Digitization Process

Bidder is required to supply the following items as described below

- i. During the implementation phase, ADF scanners (with OCR feature) with speed 45 PPM at ROs/TEs.
- ii. PCs will be generally provided by NABARD and in certain circumstances may need to be provided.

- iii. The scanners that support scanning of A4 and A3 documents, plan documents and other large sized documents.
- iv. The scanners should have the capability to scan color documents.
- v. The bidder needs to deploy the required manpower at the ROs/TEs for scanning and processing the documents.
- vi. The bidder should provide necessary manpower for indexing at all the locations. However, NABARD will provide connectivity from scanning site to central server for uploading data.
- vii. NABARD will make available the required infrastructure like workspace in its premises, necessary furniture, network, telephone facility and electrical points (uninterrupted supply) for executing the work order properly.
- viii. If necessary, bidder should take up the scanning job in shifts (of 8 hours each).
- ix. Documents should be properly tagged by the bidder in chronological order with all necessary data for indexing.
- x. Bidder shall undertake the inspection and verification of the scanned documents/images as part of its process. NABARD will verify the acceptance of delivered data. In case of any errors, the same will be brought to the notice of Bidder for appropriate corrections. Bidder should provide at least one supervisor at each site, who would verify and certify the quality of the scanning job on continuous basis.
- xi. Bidder has to ensure that all the scanners and desktop provided by him should be of Production Grade capable of handling large volumes as mentioned in the RFP. NABARD reserves the right to inspect the peripherals / scanners at bidder's scanning operational site as a part of the technical evaluation.
- xii. Dispatch of physical files to departments / record room after due entry in the receipt/dispatch register.
- xiii. During evaluation of the bids NABARD may at its discretion, ask bidders for clarification and presentation to prove the capability of production control management software (for scanning activity) and Automatic document quality analyzer (for scanned image quality assurance) and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted. Bidder should be able to import all scanned documents and bring all document into respective folders, with Captiva or without using Captiva (custom utility developed by the Bidder). Presently, Captiva licenses procured has the capacity to scan 10 L pages annually.

xiv. The bidder will necessarily ensure that the scanning and digitization process continues uninterruptedly for the entire period of digitization without any disruptions from the side of the bidder. Any interruption will be allowed only if NABARD so desires.

4.10 Image Processing

Bidder is required to ensure the following:

- i. Quality of scanned images are enhanced up to the optimum level.
- ii. Required image enhancement activities like De-skew (to make the images straight), contrast ratio setting etc. are done on the documents.
- iii. Carry out cropping and cleaning of images like removing black noises around the text, de-speckle and provide equal margins all around the text.
- iv. In case the documents are not legible, it will be the bidder's responsibility to scan the documents on high resolution.
- v. No page/document shall be digitized more than once. De-duplication is required to be done.
- vi. Mechanism / tool for quality enhancement must be provided by the bidder.
- vii. After scanning, the physical documents would have to be pinned together/tagged in the same form as it was given for scanning by the ROs/TEs.
- viii. If documents are rejected during the QC process, the same will have to be re-scanned till it meets with the quality thresholds set by NABARD.

4.11 Customization & Integration

- i. Bidder should be able to provide 400 man days of efforts for any modifications or new requirements to the existing system. This is in addition to Rolling out of the existing solution to ROs/TEs. And any modification done shall apply to all ROs/TEs (even to the HO and the 2 ROs implemented prior to this RFP)
- ii. While 400 man days is considered as part of project, NABARD reserves the right to pay as per actuals which could be less or more than the 400.
- iii. Man day cost quoted by the Bidder shall remain valid throughout the Project period (and thereafter if extended) beyond the project period.
- iv. NABARD reserves the right to make as many changes as it might deem fit till the point of Go-Live.

- v. The bidder is required to customize all the application software provided by it to suit and fulfill NABARD's functional and technical requirement specified in the RFP.
- vi. The Bidder should be capable of integrating with HRMS, TALMS and CLMAS, ENSURE, Dashboard software, any future application that may come up which is in use at NABARD.
- vii. Bidder is responsible to import application in production environment & DC-DR synchronization etc.
- viii. Bidder should be able to develop Hybrid Mobile App for accessing the solution with all specifications finalized in consultation with NABARD.
- ix. Utility for Bulk Import – Bidder should provide a utility which can import all the scanned documents from an FTP location and push it into ECM in designated folders.

4.12 System & Security Audit

- i. Before live implementation of the software solution in production system, the solution may be audited by NABARD's appointed Software Audit firm/in house team.
- ii. All audit points raised by the Software Auditor should be complied with by the selected bidder without any extra charge.
- iii. During warranty period bidder needs to comply with security and system audit observation and provide compliance to audit observation, to satisfaction of NABARD.
- iv. The system should generate industry standard logs and audit trails for managing and controlling the system.
- v. ECM is restricted to LAN network, if, when authorized user access the system over internet, the system should encrypt the data in transit for better security.
- vi. The system must be compliant to the IT Act 2000 and all other relevant Acts/regulations/guidelines or Schedules, currently in vogue.

4.13 Testing

Bidder would assist NABARD in the following:

- i. Functional tests to demonstrate that each component as well as entire completed system performs the functions as it is designed to function
- ii. Automated Test Reports are to be shared by the Bidder before Roll out to RO/TE.

- iii. Test Reports for any customization done to be provided along with Release notes. Test Reports should have reference to the proof of the system working as per the functionalities desired.
- iv. Load tests to demonstrate the ability of the system to perform without performance degradation under maximum traffic load carrying conditions as defined in the OEM's specifications. Load Test, regression testing to be performed prior to Roll out of any RO/TE and the report to be shared with NABARD.
- v. Performance tests are to be conducted to demonstrate satisfactory performance during the testing phase prior to Roll out
- vi. The bidder shall conduct the tests, rectify any problems and provide a fully operational & efficient system.
- vii. After complete testing by Bidder, UAT will be done by the identified content stewards from depts. /offices of NABARD and later by a third party, if NABARD desires so.
- viii. Bidder should obtain an official signed document accepting the system ("Final Systems Acceptance") from the NABARD's authorized personnel.
- ix. Post Go-Live, bidder should provide development & test environment in NABARD's premises for on-going customization & testing. All the required S/w and H/w should be provided by the Bidder.

4.14 Go – live

- i. System is said to be Go-live after all the required components of ECM are deployed, tested, system and security audit is done, system is smoothly running post-UAT in all ROs/TEs, as per the expectation of NABARD and issuance of Final System Acceptance letter.
- ii. The date of Final System Acceptance letter will be considered as go-live date.

4.15 Change Request

Requirement of additional modules/enhancements shall be managed through Change Request process and the man power assessment for such additional requirements shall be finalized through mutual agreements. CRs will be considered throughout the 3 year project period. CR rate should be the same as the per man day rate quoted by the Bidder for customization.

Man day cost quoted by the Bidder shall remain valid throughout the Project period beyond the 400-man day customization and also beyond the 3-year project period.

4.16 Warranty

- i. The software products/ equipment shall be under a warranty of **three years** during which additions/modifications/bug fixing/security objections shall be done without any extra charge. Further all upgrades, patches would be provided free of cost during the warranty period.
- ii. Warranty for software components shall start from **date of delivery and successful commissioning of hardware and softwares.**
- iii. However, in case warranty is not available from OEM, then it is the responsibility of bidder to obtain annual technical support for the year/years where warranty is not available from the OEM.

4.17 AMC

Beyond the Warranty period, if NABARD so desires, it would have AMC for maximum of 3 years with the same Bidder at rates applicable during the warranty period. The bidder would provide on-site support, maintenance services for the smooth implementation/functioning of solution (Hardware & Software).

4.18 FMS

Bidder has to provide Facility Management Services (FMS) for NABARD. As part of FMS, Bidder will ensure availability of minimum 2 Engineers (experienced) with valid OEM certification on-site to ensure services which does not breach Performance standards mentioned in Performance Standards table. Engineers are to stay at any location (where NABARD's units are located) for any period of time decided by NABARD. Remote support should be provided to cover all 2000 users wherever required.

Bidder shall provide onsite support FMS services for **5x8** with 1-hour response time (However, Bidder should be ready to provide support FMS services for **24x7** with 1-hour response time) unless specified otherwise besides uptime commitment as mentioned in the Uptime Efficiency.

Under FMS, following services are required to be rendered by the bidder:

1. NABARD reserves the right to ask for additional resources, if need be, at the same cost.
2. All services under FMS are to be finalized as per Tripartite Agreement
3. Support should include Application tuning to enhance the performance of the overall system and comply with SLA requirements on a continuous basis.
4. Security management of the system needs to be maintained at the expected service levels.
5. To provide support to system administrators in usage and management and users on the use of the application.

4.19. Disaster Recovery (DR)

- i. The servers in the DR site are of the same configuration as that of the production at DC. Any augmentation if necessary for Roll out should be considered by the Bidder
- ii. The FMS should cover the DR location as well on the same terms as in case of DC.

4.20 Training

Bidder should provide training to NABARD's officials for using and managing the system which will include technical and system Administration training as well as DBA level training. Purpose of these training is to enable the officials to handle the day to day system operation. Trainers are to be experienced OEM certified professionals with good communication skills. Short videos on identified modules/troubleshooting may be provided by the Bidder.

A. *Administrator Level Training (Technical)*: A comprehensive technical training to 50 users (approx.), in batch of 25, should be provided by bidder at one or more locations in India on the following topics: -

- i. User management,
- ii. Management of servers,
- iii. Management of Database,
- iv. Management of Application software
- v. Report writing / Business Activity Monitoring (BAM)
- vi. Security & Network management;
- vii. Backup & Recovery Operations Disaster Recovery Operations
- viii. Troubleshooting etc.
- ix. Usage of Automated Testing
- x. Any other aspect as necessary

B. *User Level Training (on-site):* A set of user level training depending on the roles and responsibilities (separately for senior / other staff) should be provided on-site to all users of Regional Offices and TEs (around 25 participants for each batch) by the bidder at respective locations in India on the following topics: -

- i. All the functionality available in the application
- ii. Use of the application
- iii. Easy adoption by the user
- iv. Troubleshooting at the user level
- v. RO/TE Admin, Department admin and function admin role

RO/TE wise list of users (approx.) is attached in the Schedule 1

On-site training must synchronize with the phased implementation plan and in any case be completed before start of Roll out of each RO/TE. An on-line and off-line self-learning mechanism should be available for all users to learn and use the application themselves. Short videos on important features of the Application may be provided by the Bidder. Logistic support for users will be borne by NABARD and any logistic support for Trainer to be borne by Bidder.

4.21 Documentation and User Manual

Bidder should provide the following:

- i. Any new requirements/modifications arising out of existing system, are to be developed by the bidder and made available pan NABARD. This document should be approved and accepted by the NABARD before commencement of the development.
- ii. After assessing the present ECM system with the features available from Opentext Documentum then provide gap analysis Document and follow up action for the same.
- iii. Detailed implementation schedule (unit-wise) for entire solution has to be prepared and submitted.
- iv. Bidder is required to submit fortnightly status reports showing progress against plan.
- v. Any changes to the existing user manuals are to be done and same to be shared before Roll out.
- vi. Security plan Document to be provided by the Bidder and be updated whenever necessary.

- vii. Software version management and software documentation management reflecting features and functionality of the solution.
- viii. Any changes introduced in the solution by way of redesigning formats / workflow / code level changes, etc., needs to be documented and submitted.
- ix. Test Reports (Load, Regression, Performance, UAT) for any deployments to be provided whenever new deployment happens.
- x. Bidder should also provide other documents such as:
 - a. Business process analysis and documentation
 - b. Application Development (Interfaces & customization)
 - c. Documentation for the processes implemented
 - d. Operational manual for processes implemented

4.22 Others

Apart from Supply, deployment, implementation of a Solution and training the following activities are integral part of the project without which project would not be deemed to be complete:

- i. In case any functionality/feature which is being provided by third party, it must be compatible with all the modules/hardware and the responsibility of integration of the same lies with the bidder.
- ii. Go-Live and Post-Implementation Hand holding Support.
- iii. Bidder is required to give all kinds of support to the NABARD if the implemented ECM Solution needs to be moved onto cloud services or IaaS in future.
- iv. This support will include everything starting from shunting of the running ECM temporarily to alternate arrangement till all H/w, S/w etc. are installed & made running in the new IaaS or Cloud environment. (Logistics, Technical, Integration support etc.).
- v. The bidder must also include a detailed resource plan that describes the Project Management and identify Implementation Teams' composition. It shall define the roles and responsibilities of each member and the number of man-days that will be required of each member.
- vi. Business Process Reengineering – The bidder shall include the impact of the new system to the operations of NABARD. If applicable, the Bidder shall recommend changes to the existing processes that would benefit NABARD.

5 Performance

5.1 Uptime Efficiency

The bidder shall guarantee an uptime of **99.9%** for all the locations where the system is installed & configured during warranty, extended warranty period and also during AMC, if contracted, which shall be calculated on monthly basis.

- i. The Downtime calculated shall not include any:
 - a) Failure attributed to NABARD (Power, Network etc.)
 - b) Preventive maintenance activity and
 - c) Force Majeure.
- ii. However, bidder shall inform NABARD 7 days in advance before taking up any preventive maintenance or pre-planned activity.
- iii. The percentage uptime is calculated on **monthly basis (8 hours a day)**.
- iv. If the bidder fails to maintain guaranteed uptime of 99.9%, NABARD shall impose penalty as mentioned below on slab.
- v. The performance would be measured as follows:

***(Total contracted minutes per month – downtime Minutes
within contracted minutes per month)***

Performance (%) = ----- x 100

- vi. Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Sl.No.	Shortfall in Performance	Penalty
1	<= 1%	10,000
2	>1% and <= 3%	25,000
3	>3% and <= 5%	40,000
4	>5% and <=6%	50,000
5	>6% and <=8%	65,000
6	>8% and <=10%	80,000
7	More than 10%	1,00,000

Implementation here is considered for 2 years.

The amount of penalty would be adjusted while releasing the Performance Bank Guarantee by extending the warranty/AMC accordingly.

5.2 Response Time to errors

NABARD will classify all errors into two categories:

- i. Critical errors - Errors that require/cause NABARD to shut down the ECM system.
- ii. Low Level Errors - Those other errors that are not Critical errors as defined above.
- iii. In case of an occurrence of an error in the system, NABARD reserves the sole right to categorize it under one of the above categories. The decision taken on this regard by NABARD shall be final and binding on the bidder.
- iv. The bidder should undertake and guarantees that all the Critical Errors will be resolved within four hours of NABARD intimating the same through e-mail and/or telephone.
- v. In case the Critical Errors are not resolved within the stipulated time as above, there shall be a per day penalty of 3% of the Engineers cost (both included) per month for every day exceeding above said 4 hours resolution time apart from replacement of the respective software at Bidder's own cost for solving the errors. Such penalty shall be adjusted as maintenance credit against the two Engineers cost payable by NABARD to the bidder.
- vi. Bidder should undertake and guarantee that all Low Level Errors will be resolved within 24 hours of NABARD intimating the same through writing and/or telephone. In case the Low Level Errors are not resolved within the stipulated time as above, there shall be a penalty of 1% of the Engineer cost (both included) per month for every four (4) day's delay in resolution time apart from replacement of the respective hardware/software at the Bidder's own cost for solving such errors. Such penalty shall be adjusted as maintenance credit against the two Engineers' cost payable by NABARD to the bidder.
- vii. Penalty charged here is independent of the Penalty from Up-Time Efficiency

6 Pricing

- i. All the prices should be given in the format given in **Annexure II**.
- ii. The prices stated, shall remain valid for 36 months. This includes the per man day cost beyond the 36 months or the 400 days of customization and the likely AMC and Engineer cost post project period.

- iii. No adjustment of the contract price shall be made on account of variation of costs of Labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract.
- iv. The price would be exclusive of all applicable taxes under the Indian law. However, payment towards taxes would be made at actuals.
- v. NABARD may give orders for additional items/services at the same price anytime within the contracted period.
- vi. The prices once offered must remain firm and must not be subject to escalation for any reason within the period of validity. The entire benefits/advantages, arising out of fall in prices, taxes, duties or any other reason must be passed on to NABARD.
- vii. Any reduction in prices due to the bidder reducing the prices, reduction in duties, taxes etc., by the Government, shall be passed on to NABARD during the validity period.
- viii. Increase in any taxes to be borne by the Bidder.

7 Eligibility Criteria

Offers are invited only from those Bidders who fulfill the following eligibility criteria.

7.1 Technical

- i. The bidder must be SEI-CMMI Level 3 / ISO 9001 and ISO 27001 certified company. Proof of the same to be submitted along with technical bid.
- ii. The bidders must have office registered in India for at least five years. The bidder should submit the valid Trade License Certificate along with the Technical bid.
- iii. The bidder should be able to provide uninterrupted services at various offices of NABARD (as per the Schedule-1) Bidder needs to give a declaration about the same as per Annexure I. The support team of the Bidder should ensure remote support to users of any RO/TE.
- iv. The Bidder should have presence in at least 2 regions of India (North, South, East or western parts of India)(Annexure XIV)
- v. The Bidder must have experience in executing at least two Documentum projects within last **05 (Five) years**. Documentary evidence to be provided by the Bidder
- vi. The Bidder should have successfully completed at least one Upgradation project of xCp. Documentary Proof of the Upgradation project is to be submitted by the Bidder.

- vii. The bidder should be direct channel partner of the OEM (silver partner of Opentext partner) and should be the one-point contact for the entire project.
- viii. Bidder should have implemented the solution in at least 1 banking/financial institution in India. This installation should be live at least for last one year. Details of such institution and Letter from such Institution about the same to be submitted by the Bidder.
- ix. The bidder should provide proper Authorization from the manufacturer/OEM as per the format given in **Annexure VIII** of the RFP. Bids without proper Authorization from the manufacturer/OEM shall be treated as incomplete and shall be rejected.
- x. The Bidder should have a dedicated comprehensive support team having minimum 3 valid OEM certified engineers. The engineers should have minimum 3 years working experience on the Documentum with one among them having at least 5 years of Experience in Documentum. Details must be given in the table given in **Annexure XIV**. Documents in support of the same must be submitted.
- xi. Document Handling capacity for Digitization : **5000 – 8000** pages per day involving multi location.
- xii. The Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letter head of the Bidder should be submitted as a part of Technical Bid in format given in **Annexure XI**.
- xiii. All the employees/operator deployed by the bidder for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident fund and ESI facility standard.
- xiv. Bidder should have developed at least 3 Hybrid Mobile Apps in last 2 years. Documentary proof to be provided by Bidder.
- xv. Bidder should have RPA expertise and should have implemented at least 2 projects in last 2 years. Documentary proof to be provided by Bidder.
- xvi. Bidder should have Employees who should have conducted Training on Documentum for at least 2 organizations. Proof for the same can be given by submitting work order/ certificate from the organization

7.2 Commercial:

- i. Bidder should be a well-established vendor registered as a company (existing for minimum 3 years) under Indian Companies Act, 1956 & Companies Act 2013 and must have a valid Provident Fund Registration Certificate, Income Tax PAN, and GST Registration Certificate. Documentary proof to be attached along with the Technical Bid for the same.
- ii. Bidder should have minimum annual turnover of Rs.25 Crore in the last financial year i.e. 2018-19 and average turnover of Rs.20 Crore in last 3 years. Bidder must have registered net profit during last 3 financial years. Documents supporting Financial Statement (Copies of published Annual Reports etc.) should be supplied along with Technical Bid.
- iii. Bidder should be profit making entity for last three years i.e. 2016-17, 2017-18, 2018-19. This should be individual company's turnover & net profit and not that of group of companies. Supporting documents in this regard should be provided as part of Technical Bid.
- iv. The bidder must have completed minimum one Document Management/Enterprise Content Management Projects with project cost not less than Rs.1 Crore. Document proof for the same to be submitted by the Bidder as a part of Technical Bid.
- v. Bidder should submit its Organizational / Financial profile in the format given in Annexure **XIV** as a part of Technical Bid.

(N.B. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made w.r.t. Technical & Financial eligible criteria. NABARD reserves the right to verify /evaluate the claims made by the Bidder/Vendor independently. Noncompliance of any of the criteria may entail rejection of the order.)

8 Payment

Payments towards the solution will be made in a phased manner as indicated below:

8.1 Software:

For every 1000 licenses:

- 40% of Total software cost upon date of delivery and successful commissioning of software.
- 10% after the implementation of 1st batch of ROs/TEs
- 10% after the implementation of 2nd batch of ROs/TEs
- 10% after the implementation of 3rd batch of ROs/TEs
- 10% after the implementation of 4th batch of ROs/TEs
- 20% after the implementation of the 5th batch of ROs/TEs

*Batch may contain a group of ROs, size to be decided mutually by NABARD and Bidder.

8.2 Services:

- a) Scanning cost will be paid on basis of actual job done i.e. depending on the number of pages scanned with desired quality& made available online to the users. No payment will be done for the blank pages.
- b) This payment will be made on completion of digitation of historical documents activity on RO/TE basis, at the respective locations.
- c) Engineer cost will be paid as per actuals on a quarterly basis in the month following the quarter .

8.3 Implementation Cost:

- 20 % after the implementation of every 2 batches of ROs/TEs
- 20 % after the implementation of every 2 batches of ROs/TEs
- 20 % after the implementation of every 2 batches of ROs/TEs
- 20 % after the implementation of every 2 batches of ROs/TEs
- 20 % after the implementation of last 2 batches of ROs/TEs

Batch may contain a group of ROs, size to be decided mutually by NABARD and Bidder.

8.4 Customization cost

Payment to be made quarterly on completion of the actual customization effort during the preceding quarter.

8.5 Training Payment

Payment for Training will be made on actual basis on completion of training for the ROs and TEs.

9 Signatory

- i. Bidders shall indicate the authorized signatories who can discuss and correspond with NABARD, with regard to the obligations under the Contract.
- ii. The bidder shall furnish proof of signature identification for above purposes as required by NABARD.
- iii. Letter in format given in **Annexure III** must be submitted along with Technical Bid.

The successful bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary / proprietor, authorizing an official or officials of the company to discuss, sign agreements/contracts with NABARD, raise invoice, accept payments and also to correspond.

10 Pre-Bid Meeting

A pre-bid briefing meeting for the Bidders will be held on 24th December 2019, 11 AM hours at NABARD, BKC, Mumbai to clarify any point/doubt raised by them in respect of the RFP. No separate communication will be sent for this meeting. All communication regarding points requiring clarifications shall be given in writing to the CGM, DIT, NABARD, Mumbai by the intending Bidders on before 17th December 2019, 11:00 AM hrs. No request for change in date of pre-bid meeting will be entertained. After pre-bid meeting any modifications in the RFP, if any and clarifications, if any, will be published on NABARD's website. No fresh queries would be entertained after 1 day of Pre Bid.

11 Opening of Bids

- i. NABARD will follow two steps process for evaluation: -
 - a. In the first stage, only Technical Bid will be opened and evaluated. Bidders satisfying the technical requirements as determined by NABARD and accepting the terms and conditions of this document shall be short-listed.
 - b. In the second stage, Commercial Bid of only short-listed bidders will be opened.

- ii. Technical bid will be opened on 03rd January at 03:00 PM hrs. However, the date & time of opening of the Commercial Bid would be notified after the technical evaluation process is over.
- iii. To assist in the examination, evaluation and comparison of bids NABARD may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought for, offered or permitted.
- iv. NABARD will examine bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed and the bids are generally in order.
- v. NABARD, at its discretion, may waive any minor infirmity or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all bidders and NABARD reserves the right for such waivers.
- vi. The lowest Bidder shall be selected on the basis of Technical Bid & Commercial Bid evaluation for award of the work. Detailed evaluation process has been explained in Evaluation section of this document. However, NABARD is not binding itself to accept the lowest or any bid at all. The rates quoted by the bidder should be able to demonstrate the capability of the bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document and bidder shall have to furnish rate analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject any or all bids without assigning any reason.

12 Earnest Money Deposit (EMD)

- i. The Bidder shall furnish an EMD for an amount of Rs.38.00 Lakh (Rupees Thirty Eight Lakh only) in the form of Bank Guarantee/ Demand Draft / Pay Order drawn in favour of National Bank for Agriculture and Rural Development, payable / enforceable at Mumbai.
- ii. The Bank Guarantee in lieu of EMD should be given as per format in **Annexure VII**.

- iii. The EMD of unsuccessful Bidders shall be returned within a reasonable period, only after the successful completion of the Bid Process. No interest is payable on such amount.
- iv. The EMD of successful Bidder will be returned only upon the supply, installation and commissioning of ECM solution at above mentioned locations of NABARD and supply, installation and commissioning of Management Software/appliance at NABARD Mumbai. No interest would be payable on this amount.
- v. EMD shall be forfeited if Bidder withdraws his offer during period of validity of the bid.
- vi. Non-acceptance of the orders when placed or Non-confirmation of acceptance of orders within the stipulated time after placement of orders - In case the successful bidder fails to duly acknowledge the acceptance of work order within the stipulated time of 14 days from the date of issuance of work order, the EMD of the successful bidder may be forfeited without any further communication to the successful bidder.
- vii. The successful bidder should start working on the project within 14 days of the acceptance of the work order failing which NABARD reserve the right to forfeit EMD amount from the successful bidder.
- viii. EMD may be forfeited if any unilateral revision is made by the Bidder at any point till the EMD is returned.
- ix. NABARD's decision in the above cases will be final.

13 Escrow Mechanism (Desirable)

- i. NABARD and the bidder shall appoint a suitable agent and enter into an agreement between the four parties (including the existing vendor) to provide escrow mechanism for the deposit of the source code for the ECM solution product supplied by the bidder to NABARD in order to protect the interest of NABARD in an eventual situation. This can be considered throughout the project period.
- ii. The agreement shall clearly list out the events of the release of the source code and the obligations of the escrow agent.
- iii. Costs for the Escrow will be borne by the bidder. As a part of the escrow arrangement bidder shall also provide a detailed executable code documentation of the DMS solution which has been duly reviewed by an external independent organization for its validity.

- iv. The Bidder will place the Source Code (and the procedures necessary to build the Source into executable form) along-with flow diagrams and technical write up for the Software, within 30 days of implementation in escrow
- v. All subsequent amendments and updates in the S/W version installed initially shall also be kept in the Escrow within 07 days of such up-gradation.
- vi. The escrow will be released to the bidder in the event of the closure of the Contract as per the terms of this RFP. The release will be effected by the agent within 15 days of receipt of written demand from NABARD therefor.

14 Indemnity

The Bidder shall indemnify NABARD against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect any hardware and/or software used for Implementation of Enterprise Content Management Solution or in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The Bidder shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof including third party claims. The bidder /Bidder shall be responsible for the loss or damage to the data and shall indemnify for the same. The successful Bidder/Vendor is required to submit a “letter of indemnity and undertaking” as per the prescribed format **Annexure X** within thirty (30) days of issue of work order

- (a) Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to NABARD's (and/or its customers, users and service providers) rights, interest and reputation.
- (b) Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.
- (c) Bidder should take full responsibility for its and its employee's actions. Further, since NABARD's data could be integrated/used under Bidder provided software, the Bidder should be responsible for loss/compromise or damage to NABARD's data.

- (d) In the event that NABARD is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Bidder on its own expense, will undertake to defend NABARD.
- (e) It will be the Bidder's responsibility to rapidly do away with such third-party claims. Bidder will also pay any compensation arising from the infringement claims and NABARD will in no manner be responsible for such payments. In addition, Bidder will bear all the related expenses and legal fees.
- (f) On its part, NABARD will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
- (g) Bidder must undertake to indemnify that all components delivered are free of defects, are brand new and original. If at some stage it is discovered that components do not meet these criteria, NABARD has the right to cancel the order and Bidder will have to refund the total amount received from NABARD along with the interest and separate penalties. Similar conditions apply to software as well. Software must be licensed and original.
- (h) Bidder shall indemnify, keep indemnified, hold harmless, defend and protect NABARD 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 there from.

15 Security deposit by way of Performance Bank Guarantee

- i. Bidder guarantees that he shall repair or replace free of cost, equipment, its parts and components found defective on account of bad workmanship or defective materials (includes software) as mentioned in the warranty and guarantee clauses. The successful Bidder should provide a performance bank guarantee for a period of 03 (three) years for an amount equivalent to **10% of the total order value inclusive of taxes** from a Scheduled Commercial Bank in the format specified by NABARD within 30 days from the date of issue of work order. The Proforma for Performance Bank Guarantee is attached as **Annexure VI**. In the event of Bidder failing to make and maintain a security deposit in the manner aforesaid, bidder shall be liable for forfeiture of the EMD and NABARD shall be entitled to cancel the work order.

- ii. In case, the Bidder does not perform under the contract to the full satisfaction of NABARD, NABARD reserves the right to reject the items / services rendered under the contract in its entirety or partially, as the case may be, during the evaluation period and Bidder/Vendor shall be liable to refund the full or proportionate amount, if already paid for the said items / services etc. In this regard the decision of NABARD shall be final. The guarantee will be valid till the expiry of warranty period of 3 years and the likely continuation of the project beyond 3 years.
- iii. Any deficiency or deficiencies observed by NABARD during the warranty period or before, in the performance or quality of the ECM system supplied or services rendered can separately or collectively be subject to deduction of sums as compensation from the Performance Bank Guarantee(PBG) deposited with NABARD to a value as per the clause above.
- iv. NABARD shall be entitled to deduct from the deposit any loss or damage which the NABARD may be put to, by reason of any act or default recoverable by the NABARD from the Bidder and to call upon the Bidder to maintain the deposit at the original limit by making further deposits.
- v. No interest will be allowed on performance bank guarantee.

16 Insurance

- i. The Bidder is responsible for acquiring insurance for all components, equipment (if procured) and software. The goods supplied under the Contract shall be fully insured in Indian Rupees naming NABARD as the beneficiary.
- ii. The insurance shall be for an amount equal to 110% of the value of the goods from “warehouse to Final Destination” on “All Risks” (fire, burglary, SRCC, natural calamities such as earth quake, flood etc.) basis including War Risks and Strike clauses valid for a period not less than 3 months after installation and commissioning and issue of acceptance certificate by NABARD.
- iii. Should any loss or damage occur, the Bidder shall:-
 - a. Initiate and pursue claim till settlement
 - b. Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

17 Price Composition

The price offered to NABARD must be in Indian Rupees only, inclusive of all taxes and duties such as Excise, Sales, Customs, Service tax etc., packing forwarding, import and custom clearance, transportation, insurance till delivery at respective location, cost of installation commissioning and comprehensive on-site maintenance services under warranty and exclusive of GST.

- iv. Price quoted shall be exclusive of all taxes, Taxes for all components should be indicated separately.
- v. From the date of placing the order till the delivery of the software or any other component, if any changes are brought in the tax structure by the Government resulting in reduction of the cost of the software or any other component, the benefits arising out of such reduction shall be passed on to NABARD.
- vi. Price quoted should be in multiples of ten only.
- vii. The Bidders/Bidders should quote prices strictly as per the price composition stated in the RFP failing which the offers are likely to be rejected.

18 No Price Variations

The price shall be quoted by the Bidder in the specified Price-bid format given in **Annexure II** only. The price as finally agreed between the Bidder and NABARD shall be final and it shall not be subject to escalation for any reason whatsoever. In other words the commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered on account of subsequent increases in government taxes, duties, levies, etc. However, if there is any reduction on account of government taxes, duties, local levies, etc. during the project period, the same shall be passed on to NABARD.

19 Import Obligations

In the event of it being necessary to import any materials of foreign manufacture, the Bidder should obtain the same against his own normal license quota and should not look to NABARD for any assistance whatsoever for their procurement.

20 Term of execution of work

The overall time limit for satisfactory Supply, Installation, Customization, Testing and Commissioning ECM solution shall be **24 months** from the date of acceptance of the work order within a project period of 3 years. Time shall be the essence of the contract.

If the Bidder fails to effect and complete the work within the time as stipulated as above, the Bidder shall be liable to pay NABARD liquidated damages a sum of 1 % of the Total contract price inclusive of taxes for each completed month of delay in completion of work. The Bidder's aggregate liability to pay liquidated damages for the delay in completing the work shall not in any case exceed 10% of the contract price.

21 Confidentiality

- i. The details of the proposed service shall be treated as confidential information between NABARD and Bidder. Any such information shall not be passed on in part or in full to any third party without NABARD's prior written approval.
- ii. Notice or other communications given or required to be given under the Contract shall be in writing and shall be hand-delivered with acknowledgment thereof, or transmitted by prepaid registered post or by recognized courier, or by facsimile, provided that where such notice is sent by facsimile, a confirmation copy shall be sent by pre-paid registered post or by recognized courier within five days of the transmission by facsimile, to the address of the receiving party by the other in writing, provided any change of address has been notified at least ten days prior to the date on which such notice has been given under the terms of the contract.
- iii. Any notice or other communications shall be deemed to have validly given on date of delivery if hand-delivered; if sent by registered post or by recognized courier, then on the expiration of seven days from the date of posting; and if transmitted by facsimile, then on the next business date after the date of transmission.
- iv. The Successful bidder shall not, without NABARD's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of NABARD in connection therewith, to any person other than a person employed by the Successful bidder in the performance of

the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- v. The Successful bidder shall not, without NABARD's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.
- vi. The bidder either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or NABARD's business or operations without the prior written consent of NABARD.

N.B. Bidder is required to give undertaking in the format given in **Annexure XIII**.

22 Settlement of disputes by Arbitration:

- i. All disputes and differences of any kind whatsoever, arising out of or in connection with the Service Level Agreement (to be executed with the successful Bidder at subsequent stage) or in the discharge of any obligation arising under the said Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably.
- ii. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, then the sole arbitrator shall be appointed as hereinafter provided.
- iii. In case Bidder raises a dispute and the same is referred to arbitration, NABARD shall send to Bidder a list of three names of persons who shall be presently unconnected with NABARD or Bidder. Bidder shall on receipt of the names as aforesaid, select any one person so named to be appointed as sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. Bidder shall thereupon without delay appoint the said person as the sole arbitrator. If Bidder fails to select the person as sole arbitrator within 30 days of receipt of the panel NABARD shall be entitled to appoint

one of the persons from the panel as sole arbitrator and communicate his name to Bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons.

- iv. In case NABARD raises a dispute and the same is referred to arbitration, Bidder shall send to NABARD a list of three names of persons who shall be presently unconnected with Bidder or NABARD. NABARD shall on receipt of the names as aforesaid, select any one person out of the panel of three so named to be appointed as sole arbitrator and communicate his name to Bidder within 30 days of receipt of the names. Bidder shall thereupon without delay appoint the said person as the sole arbitrator. If NABARD fails to select the person as sole arbitrator within 30 days of receipt of the panel, Bidder shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to NABARD. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by Bidder from the above list of persons.
- v. The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as in force and as amended from time to time. The seat & venue of the same shall be in Mumbai. Where the parties appoint an Arbitrator, as per the procedure mentioned hereinabove, the award of the Arbitrator shall be final and binding on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a reasoned award. It is hereby agreed that the Arbitrator shall not have powers to order any interim measures whatsoever during the course of arbitration.
- vi. The fees, if any, of the Arbitrator shall initially be paid in equal proportion by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator shall be directed to be finally borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator as the case may be in the award.
- vii. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.

viii. The language of the proceedings shall be in English.

23 Order cancellation

NABARD reserves its right to cancel the entire/unexecuted part of the work contract at any time by assigning appropriate reasons in the event of one or more of the following conditions: -

- i. Selected bidder commits a breach of any of the Terms and conditions of the bid/ contract.
- ii. The bidder goes into liquidation voluntarily or otherwise is acquired / merged by another company within the contract duration.
- iii. Delay in delivery of the ordered equipment, etc. beyond eight weeks from the date of acceptance of the work order (except with written permission from NABARD) or any instance where the progress regarding execution of contract, made by the selected bidder is found to be unsatisfactory.
- iv. Delay in installation and commissioning of the system beyond eight weeks from the date of acceptance of the work order (except with written permission from NABARD).
- v. An attachment is levied or continues to be levied for a period of 7 days upon effects of Bid.
- vi. Any other appropriate reason in view of NABARD.
- vii. Delay in implementation by 6 months, as per the Project schedule (decided mutually)

In addition to the cancellation of the work contract, NABARD reserves the right to foreclose NABARD guarantee given by the Bidder towards performance of the contract to appropriate the damages. NABARD further reserves the right to recover and adjust any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract or order, against the cancellation if any of the Purchase/Work Order for any of the above mentioned reasons.

24 Effect of Termination

The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to the NABARD or its designee to ensure smooth handover and transitioning of NABARD's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.

- i. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- ii. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the NABARD, continue to provide warranty services to the NABARD at no less favourable terms than those contained in this RFP. In case NABARD wants to continue with the bidder's services after the completion of this contract then the bidder shall offer the same or better terms to the NABARD. Unless mutually agreed, the rates shall remain firm.
- iii. The NABARD shall make such prorated payment for services rendered by the bidder and accepted by the NABARD at the sole discretion of the NABARD in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
- iv. Termination shall not absolve the liability of the NABARD to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

25 Right to Accept or Reject the Bid

NABARD does not bind itself to accept the lowest bid or any or all bids and reserves to itself the right to accept or reject any or all the bids, either in whole or in part without assigning any reasons for doing so. If any conditions are stipulated, at the time of submission of 'Bids', they will be liable to be summarily rejected.

26 Right to alter quantities/components

NABARD reserves the right to alter quantities and/or components of ECM solution to be purchased on the same terms and conditions under CVC guidelines. NABARD may place this order once again as repeat order in future in full or in part thereof (within the price validity period as per Section No. 5(i)) to the successful bidder based on their requirement in future if any.

27 Force Majeure

In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labor trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. Decision of NABARD in this regard shall be final and shall not be questioned in arbitration or other legal proceedings.

28 Manufacturers Authorization Form

In the case of a Bidder offering to supply goods under contract, which the Bidder did not manufacture or otherwise produce, the Bidder should produce a certificate as per the format enclosed that they have been duly authorized by the manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or Authorized distributors etc., a separate "Manufacturers Authorization Form" on behalf of the OEMs should be enclosed along with the Technical Bid. Proposals received without the Authorization letter/s will summarily be rejected.

29 Liability of The Selected Bidder

NABARD shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.

ii. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the NABARD under the Contract to be issued for this RFP. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract

iii. However, the selected bidder would be given an opportunity to be heard by NABARD prior to making of a decision in respect of such loss or damage.

iv. "Notwithstanding anything to the contrary elsewhere contained in this or any other Ref No. NB.DIT/1370/DIT-020-1/2019-20 dated 29th November 2019

contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to loss of income or profits."

30 Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by NABARD, in such eventuality, NABARD may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, NABARD shall have the right to cancel the Contract holding the selected bidder liable for the damages that NABARD may sustain in this behalf. Thereafter, NABARD is to be compensated for good the failure at the risk and cost of the selected bidder.

31 Evaluation Process

The evaluation process will include:

- i. Technical evaluation of RFP response, which include scrutiny of proposal to ensure that the Bidder meets the eligibility criteria and has implementation experience both through documentary evidence, PoC and other means as indicated in Technical Evaluation.
- ii. The Commercial Bid of the technical qualified Bidders/Bidders will be opened on the date and time to be notified later.
- iii. The work order will be issued to the T1L1 bidder. The successful bidder shall acknowledge the receipt and accept the work order within 14 days from the date of issue of work order and shall there by confirm their acceptance of the work order in its entirety without exceptions by returning the duplicate copy of work order duly signed and stamped in token of their acceptance. The bidder should start working on the project within 14 days of the acceptance of the work order failing which NABARD reserve the right to forfeit EMD amount from the successful bidder (refer Section EMD).
- iv. The final decision regarding selection of Bidder will be taken by NABARD.
- v. The implementation of the project will commence upon successful negotiation of a contract between NABARD and the selected Bidder. NABARD reserves the right to reject

any or all proposals fully or partially. Similarly, NABARD reserves the right to include or not to include any Bidder in the final short-list.

31.1 Technical Evaluation

Table: 1 The technical evaluation will be done based on the parameter and weightage mentioned below: -

S.N	Evaluation Criteria	Weightage
1	Technical Capability and Implementation experience (H/W, S/W, Maintenance & Support)	20
2	Financial Capability	5
3	Tripartite Agreement	20
4	Visit to the sites/telephonic calls where Bidder has implemented such solutions	10
5	Technical Presentation	10
6	Constructive feedback – about ECM	5
7	3 Proof of Concept(PoC) published during pre-bid meeting	30
Total		100

31.2 Commercial

The details of commercial format has been given in Annexure II

Table 2: Weighted Total Price: -

S.N	Cost Components	Weightage
1	Hardware wherever applicable & Software for Scanning (Including Licenses)	2.5
2	Software for all ECM components except scanning (Including Licenses)	37.5
3	Implementation and Customization	15
4	Engineer cost	17.5
5	Training	7.5
6	Digitization	20

N.B. Prices will be multiplied by the multiplying factor and then the sum of the individual components will be divided by 100 to arrive at the Weighted Total Price. This Weighted Total Price will be considered for 30% of the commercials

31.3 Formula for final evaluation

Technical Assessment (70%weightage)

- i. Fullmarks i.e. 100 (absolute value) will be awarded to the bidder scoring the highest marks based on parameters & their corresponding weightage given in Table 1.
- ii. Proportionate marks will be awarded to other bidders as a percentage of the highest marks.
- iii. Full 70 marks will be awarded to the bidder getting the highest marks.
- iv. Similarly, proportionate marks will be awarded to the other bidders.

Commercial Assessment (30%weightage)

- i. Full marks i.e. 100 (absolute value) will be awarded to the bidder quoting the lowest price i.e. Total Contract Value as per Weighted Total Price.
- ii. Proportionate marks will be awarded to the other bidders as a percentage of the lowest quote.
- iii. Full 30 marks will be awarded to the bidder quoting the lowest price i.e. 30% of 100 i.e. 30. Similarly proportionate marks will be awarded to absolute value quoted by other bidders.

Overall Assessment for calculation of T1L1:

- i. Marks scored in Technical Assessment and Commercial Assessment will be added.
- ii. The bidder scoring the highest marks will be T1L1.
- iii. Evaluation process as decided by NABARD will be binding to the bidders.
- iv. NABARD in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the proposal submitted by the bidders. NABARD may reject any/all proposal(s) at any stage without assigning any reason therefor.

N.B. For detailed calculation refer **Schedule 3** of the RFP

Annexure I (Undertaking for providing interrupted services)

(To be filled by the Bidder)

To

The Chief General Manager
National Bank for Agriculture and Rural Development
Department of Information Technology, Fifth floor, C Wing
C-24, 'G' Block, Bandra-kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.

Dear Sir,

We _____ (name of company) hereby
undertake to provide uninterrupted services at locations specified by NABARD during the
project period.

Yours faithfully,

(Authorised signatory)

Name of organisation

Annexure II (Commercial)

A. System Software Configuration Summary

1.	Scanners	
	Make & Model of Scanner	
2.	System Software Component <i>(Note: if more than one software components is required, please Specify details of each component)</i>	
2.1	Version of the software (Documentum, Hindi OCR)	
2.2	Other Specifications	

(N.B. Please attach additional sheet for the detail of any other item other than mentioned above)

Cost/Price Matrix

All values are to be INR only. All values to be rounded off to the nearest ten, with no paise value.

Table 1. Digitisation Cost: scanning of historical documents at RO/TE

Digitisation of historical documents could be around 90L pages, any reasonable deviation below or above the 90 Lakh figure should be provided at the same per page cost.

Sl. No.	Item	Total Cost	Total Taxes	Total cost with taxes
1	Scanning activity			
2				
3				
4				
...				

Sr.No	Location	Approximate Total Number of current documents for digitization
1.	ROs and TEs (details on schedule 1)	Around 90,00,000 pages

N.B. The above estimation is an approximate assessment and the actual requirement may vary at various locations. The payment will be made on the basis of actual digitization work carried out by the vendor and involving other activities. **Table 2: Software & Licences for Scanning Activity:**

Sl. No.	Version & other details	Total cost	Total taxes	Total cost with taxes	Remarks, if any
1					
2					
3					
4					
...					

Table 3: Documentum Licenses with 3 years warranty

Sl. No.	Version & other details	No. of units	Unit Cost	Total Cost	Total taxes	Total cost with taxes
1						
2						
3						
4						
...						

Table 4: Implementation Cost: unit here is RO/TE

Sl. No.	Items	Unit Cost	Total Cost	Total Taxes	Total cost with taxes
1					
2					
3					
4					
...					

Table 5: FMS Cost (5x8): -

Sl. No.	Items	Year Wise FMS Cost			Total Cost	Total taxes	Total cost with taxes
		1 st	2 nd	3 rd			
1							
2							
3							
4							
...							

Table 6: Customisation per man day Cost (applicable throughout the project period):

Sl. No.	Per man day cost	Total cost for 400 man days	Total taxes	Total cost with taxes
1				

- Customization efforts will be paid for based on actuals. Per man day cost would be the same beyond 400 days before or after the project period

Table 7 : Training Cost – RO wise number of users will be shared in a annexure (schedule 1) separately. Cost to be mentioned per batch (around 25 users) wise both for user and Admin training

Training type	No. of users	No. of batches	Cost	Total taxes	Total cost with taxes
Administrator	50	MAXIMUM of 2 batches			
User level training	2000	At RO/TE, training for a single batch of around 25 participants has to be provided on-site.			

Any other cost

Sl. No.	Item	Total cost	Total taxes	Total cost with taxes	Remarks, if any
1					
2					
3					
4					
...					

A. Summary of the Cost (As applicable)

S.No.	Item	Cost
1		
2		
3		
4		
5		
6		
7		
TCO		

Annexure III (Letter of Authorization)

To,

The Chief General Manager
 Department of Information Technology
 National Bank for Agriculture and Rural Development
 Fifth floor, C Wing, C-24, 'G' Block,
 Bandra-Kurla Complex, P.B. No. 8121,
 Bandra (East), Mumbai - 400 051

Dear Sir,

We _____ (name of the company) have submitted our bid for participating in NABARD's RFP dated _____ for _____. We also confirm having read and understood the terms of RFP as well as the scope of work & requirements.

As per the terms of RFP, we nominate Mr. _____, designated as _____ of our company to participate in the bidding process. NABARD shall contact the above named official for any and all matters relating to the bidding process.

We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company in the bidding process, failing which we will forfeit the EMD. We agree and understand that the NABARD may debar us from participating in future tenders for any such failure on our part.

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Name of Authorized Representative
Designation of Authorized Representative
Signature of Authorized Representative
Verified by
Signature of Verifying Authority & Date

Annexure – IV Forwarding Letter (Technical Bid)

To,
 The Chief General Manager
 National Bank for Agriculture and Rural Development
 Department of Information Technology, Fifth floor, C Wing
 C-24, 'G' Block, Bandra-Kurla Complex,
 P.B. No. 8121, Bandra (East),
 Mumbai - 400 051.

Dear Sir,

With reference to Request for Proposal (RFP) Ref No. RFP No: _____ dated _____, I/we, the undersigned, offer to supply, deliver and commission the various requirements in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid. If our bid is accepted then:-

1. I/We undertake to deliver the goods/ provide the services in accordance with the Delivery Schedule / implementation schedule specified.
2. I/We further undertake that we fulfill the minimum eligibility criteria mentioned in. If our bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 10% per cent of the Contract Price for the due Performance of the Contract, in the form prescribed by NABARD.
3. We agree to abide by this bid during validity of the bid and may be accepted at any time before the expiration of that period.

WE FURTHER CONFIRM THAT,

1. Our offer is valid for a period of 180 days from the last date (revised last date if such date is extended by NABARD) for submission of the bid.
2. In case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations.

3. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.
4. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We understand that you are not bound to accept the lowest or any bid you may receive.

(Signature)

(Name & designation)

(Name & Address of the Bidder with Seal)

Annexure – V Forwarding Letter (Commercial Bid)

To,
The Chief General Manager
Department of Information Technology
National Bank for Agriculture and Rural Development
C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.

Dear Sir,

With reference to Request for Proposal (RFP) Ref No. RFP No: _____ dated _____, I/we, the undersigned, offer to supply, deliver and commission the various requirements in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid. If our bid is accepted then:

1. I/We undertake to deliver the goods/ provide the services in accordance with the Delivery Schedule / implementation schedule specified.
2. If our bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 10% per cent of the Contract Price for the due Performance of the Contract, in the form prescribed by NABARD.
3. We agree to abide by this bid during validity of the bid and may be accepted at any time before the expiration of that period.

WE FURTHER CONFIRM THAT,

1. Our offer is valid for a period of 180 days from the last date (revised last date if such date is extended by NABARD) for submission of the bid.
2. In case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations.
3. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

4. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We understand that you are not bound to accept the lowest or any bid you may receive.

(Signature)

(Name & designation)

(Name & Address of the Bidder with Seal)

Annexure VI (Performance Bank Guarantee)

To

The Chief General Manager

National Bank for Agriculture and Rural Development

Department of Information Technology, Fifth floor, C Wing

C-24, 'G' Block, Bandra-Kurla Complex,

P.B. No. 8121, Bandra (East),

Mumbai - 400 051.

In consideration of NABARD having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 hereinafter referred to as “Purchaser” is desirous of implementation of Roll out of End to End Enterprise Content Management Solution” at ROs and TEs (list of ROs/TEs as per Schedule 1 attached) from M/s ----- (hereinafter referred to as “Contractor”) on the terms and conditions contained in their agreement/purchase order No ----- dt. ----- (hereinafter referred to as the “Contract”) subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the computer hardware, software, Enterprise Content Management Solution, FMS, Training and associated components as per the terms and conditions of the said contract, to be supplied and rendered by the contractor and also guaranteeing the Services along with associated components as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called “Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to ----- any money or moneys not exceeding a total sum of `.----- (Rupees ----- only)(inclusive of all taxes) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of hardware, software, Enterprise Content Management Solution, FMS, Training and associated components as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware and / or network solution and / or associated components have failed to

perform as per the said contract, and also as to whether the contractor has failed to maintain the hardware, software, Enterprise Content Management Solution, FMS, Training and associated components as per the terms and conditions of the said contract will be final and binding on Bank and Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to Bank in writing on or before the said date i.e. ----- (this date should be date of expiry of Warranty).

4) Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of

this Guarantee the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained purchaser shall be entitled to act as if NABARD is the purchaser's principal debtors in respect of all the purchaser claims against the contractor hereby Guaranteed by NABARD as aforesaid and NABARD hereby expressly waive all its rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) NABARD agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either

to enforce or forbear to enforce any of the terms and conditions of the said contract, and Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving NABARD.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or NABARD nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by NABARD on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to NABARD's local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

- i) Bank's liability under this Bank Guarantee shall not exceed ` . ----- (Rupees----- only);
- ii) This Bank Guarantee shall be valid up to ----- ;(date of expiry of Guarantee) and
- iii) Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serve upon NABARD a written claim or demand on or before ----- (date of expiry of Guarantee Plus claim period of six months).

11) Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of Bank.

Date this ----- day of ----- 2020 at -----

For and on behalf of ----- Bank.

Sd/- -----

Annexure VII (EMD)**(Bank Guarantee in Lieu of EMD)**

To
The Chief General Manager
National Bank for Agriculture and Rural Development
Department of Information Technology, Fifth floor, C Wing
C-24, 'G' Block, Bandra-kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.

Dear Sir

WHEREAS the National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as NABARD, which expression shall, include its successors and assigns) has invited tenders for "Roll out of Enterprise Content Management" at its ROs and TEs (list of ROs and TEs as attached in the schedule 1)

(2) WHEREAS M/s _____ who are our constituents (hereinafter referred to as "the Tenderers", which expression shall include the successors and assigns) have taken the tender for the said work.

(3) AND WHEREAS it is one of the condition of the said tender that the Tenderer shall deposit with the NABARD at the time of submitting the tender a sum of `.----- /- (Rupees -----only) as and by way of Bid Security (BS), which Bid Security (BS) shall not bear any interest and which shall be liable for forfeiture in the event of the Tenderer, after acceptance of his tender by NABARD, failing to observe any of the terms and conditions of the tender or the Tenderer not supplying the said license to the satisfaction of NABARD and / or its Consultants.

(4) AND WHEREAS at the request of the Tenderer, NABARD has agreed not to insist for payment of the said Bid Security (BS) in cash and accept the guarantee from a Scheduled Commercial Bank in lieu thereof and have agreed to accept the same from us, NABARD, as hereinafter contained. In the premises aforesaid and in consideration of NABARD having agreed at our request to exempt the tenderer from depositing the said Bid Security (BS) in

cash. WE, _____ Bank having our Head Office at _____ and one of our Branches at _____

Do hereby unconditionally and irrevocably guarantee unto the NABARD that the Tenderer will execute the Agreement soon upon acceptance of the tender by NABARD and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the said tender (read with any amendments made thereto by mutual consent of NABARD and the Tenderer) and supply the said license in the satisfaction of the NABARD / its Consultants within the time stipulated therein, failing which WE the _____ Bank shall, on demand and without demur,

Pay unto the NABARD the sum of ` .-----/- (Rupees----- only) at its office at Mumbai.

We _____ Bank further covenant that:

- (a) We shall pay the aforesaid sum on demand made in writing by NABARD without reference to the Tenderers and notwithstanding any dispute or difference that may exist or arise between NABARD and the tenderers;
- (b) That this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABARD.
- (c) that the decision of NABARD on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;
- (d) that the notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;
- (e) that any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by NABARD to the Tenderer or any variation in the said tender / contract terms made by mutual agreement between NABARD and the Tenderer or any other act or deed on the part of NABARD which but for this clause may have the effect of discharging us

under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender / contract or by payment of the sum.

(f) that this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the tenderers to submit the said tender and enter into the said contract or any change in the constitution or dissolution of the Tenderers or change in its name;

(g) that it shall not be necessary for NABARD to exhaust its remedies against the Tenderers before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which NABARD may have obtained or may hereafter be obtained from the Tenderers at the time when this guarantee is invoked is outstanding and unrealized;

(h) that we hereby agree that this guarantee shall be valid and be in force for a period of Six months, i.e. upto _____ and we hereby agree to renew this guarantee for such further period or periods at the request of NABARD in the event of the works specified in the Tender are finally awarded to the Tenderers and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.

(i) Any claim arising under this guarantee shall be preferred by NABARD within a period of six months from the aforesaid date of expiry i.e._____ or, in the event of any renewal, within a period of six months from the date of expiry of such renewed period extended by such renewal, and unless the claim is so preferred against us, we shall stand discharged of all our liabilities hereunder.

Yours faithfully

For and on behalf of
Bank
(Authorized Official)

Annexure VIII (MAF)**Manufacturer's/Developer's Authorization Form (MAF/DAF)**

(To be filled for software application/ system software/ any other suites, whatsoever applicable separately)

To

The Chief General Manager
National Bank for Agriculture and Rural Development
Department of Information Technology, Fifth floor, C Wing
C-24, 'G' Block, Bandra-kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.

Dear Sir,

We _____ who are established and reputed manufacturer / developer of _____ having organization at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above tender. We hereby extend our full guarantee and warranty for the following softwares / products offered by the above firm in response to NABARD's tender and contract for supply, installation, commissioning, services and support for the Enterprise Content Management Solution (ECMS) as per the terms and conditions set out in the RFP document for the purpose.

1. _____
2. _____
3. _____
4. _____

(Please mention the names of the Softwares, System Softwares, and/or any other suites, as applicable).

Yours faithfully,
(Name)

for and on behalf of
M/s _____ (Name of Manufacturer/Developer)

Note: This letter of authority should be on the letterhead of the manufacturer(s) / developer(s) and should be signed by a competent person representing the manufacturer / developer.

Annexure IX (Back to Back Support)**(Back To Back Warranty& Support)****To****The Chief General Manager****National Bank for Agriculture and Rural Development****Department of Information Technology, Fifth floor, C Wing****C-24, 'G' Block, Bandra-kurla Complex,****P.B. No. 8121, Bandra (East),****Mumbai - 400 051.**

Dear Sir,

I/We _____ who are established and reputed manufacturer / developer of _____ having organization at _____ and _____ do hereby confirm that we will supply the listed items to M/s _____ for Enterprise Content Management Solution for NABARD.

I/We will provide back to back warranty & support wrt to all the items listed below.

SCHEDE*(Please indicate all the hardware/softwares)****Yours faithfully******(Name and Designation) of Authorised Official***

Note: This letter of authority should be on the letterhead of the manufacturer(s) / developer(s) and should be signed by a competent person representing the manufacturer / developer.

Annexure X (Indemniy)**To****The Chief General Manager****National Bank for Agriculture and Rural Development****Department of Information Technology, Fifth floor, C Wing****C-24, 'G' Block, Bandra-Kurla Complex,****P.B. No. 8121, Bandra (East),****Mumbai - 400 051.**

Dear Sir

Sale, Deployment, Roll Out, Customisation and Implementation of Enterprise Content Management Solution (ECMS) and Support therefor

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to purchase and deploy software to be used on Desktop Personal Computers / Laptop Personal Computers / Servers for the various functions as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as 'ECMS', subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____ Limited hereby declare and certify that we are the rightful owners/ licensees of the said solution offered for sale to NABARD and that the sale of the said solution to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said _____ Limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package

supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorised persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____ Limited hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any third party claims in respect of any damages or compensation payable in on sequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

SCHEDULE

(Please indicate all the hardware/softwares)

Yours faithfully

(Name and Designation) of Authorised Official

[Annexure XI \(Black List\)](#)

Declaration that the Bidder is not any other BANK/ PSU's / Govt.'s Bidder BLACK-LIST

Ref No. NB.DIT/1370/DIT-020-1/2019-20 dated 29th November 2019

Part A) In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list declared by any Bank, Financial Institution, Govt's Bidder Black List except as indicated below:

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

Part B) In the case of a Partnership Firm:

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

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

Part C) In the case of Company:

We hereby declare that we have not been placed on any black list declared by any Bank, Financial Institution, and Govt's Bidder Black List, except as indicated below:

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

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

Place: Signature of Bidder: _____

Date: Name of Signatory: _____

Annexure XII (RFP Download Declaration)

(Declaration –RFP Downloaded from Electronic Media)

To,
The Chief General Manager
National Bank for Agriculture and Rural Development
Department of Information Technology, Fifth floor, C Wing
C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.

Sir,

Sub:

Kindly refer to your RFP No. Published on the website downloaded from electronic media. We wish to confirm that we have downloaded the complete tender document from the website /electronic media. We shall submit the tender document as per your prescribed specifications for Technical & Commercial Bid.

I/We have downloaded this tender form from the internet site electronic media and I/we have not tampered / modified the tender forms in any manner. In case, if the same is found to be tampered / modified, I / we understand that my / our tender will be summarily rejected and full earnest money deposit, if any will be forfeited and I/we am/are liable to be banned from doing business with NABARD / other PSUs and/or prosecuted.

I /We shall submit a signed copy of the RFP, as a token of acceptance of all the terms & conditions mentioned in the RFP.

Date: Signature of Tenderer with Seal:

Phone:

Fax No. :

E-mail address:

Annexure XIII (Confidentiality)**(Confidentiality Undertaking)****To,****The Chief General Manager****National Bank for Agriculture and Rural Development****Department of Information Technology, Fifth floor, C Wing****C-24, 'G' Block, Bandra-Kurla Complex,****P.B. No. 8121, Bandra (East),****Mumbai - 400 051.**

Dear Sir

We acknowledge that during the course of bidding for Request For Proposal (RFP) floated for implementation of Roll out of ECM in ROs/TEs in National Bank for Agriculture and Rural Development (NABARD), we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to NABARD and its business that is provided to us pursuant to this Undertaking.

In consideration of you providing opportunity to us to bid, and for this purpose making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than the following :-

- To our partners / directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for implementation of ECMS across NABARD;
- With your prior written consent, such consent not to be unreasonably withheld;
- To the extent that such disclosure is required by law;
- To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
- To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

4. We shall not disclose or divulge any of the Confidential Information to any other client of _____ (name of product bidder / implementation partner)

5. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.

6. This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

Yours Sincerely

Signature and Stamp of Company

Authorised Signatory

Position:

Date:

Annexure XIV (Organizational Profile)

Organizational / Financial PROFILE OF THE BIDDER

Constitution	Proprietary/Partnership/Private Ltd./Public Ltd. (<i>Tick one</i>)	
Established since (MM/YY)		
Address of Registered Offices	North	
	1	
	2	
	3	
	4	
	South	
	1	
	2	
	3	
	4	
	West	
	1	
	2	
	3	
	4	
	East	
1		
2		
3		
4		
Classification	<ul style="list-style-type: none"> • Solution Provider/System Integrator • Hardware Bidder • Software Developer • Service Support Co. • Others (please specify) 	
If Joint Venture, then specify names of Partners in the JV		
	Name	Position/Designation
Name(s) of Proprietor(s) / Partner(s) / Directors	1	
	2	
Details of Hardware/ valid OEM certified Engineers familiar with the Documentum product	5 - year experience or more	
	1.	
	2.	
	3 year experience	
	4.	
	5.	
	6.	
	7.	
Others (specify if any hardware Engineers are there)		

	8 9 10				
Total Number of Employees					
Number of locations where Service Support Centers are available for catering to the Product /Services being supplied					
Products deployed/serviced	1				
	2				
Business Figures for 3 years Copies of supporting documents to be enclosed	Sales turnover (Rs. Lakh)		Net Profit (Rs. Lakh)		
Financial Year 2018-19					
Financial Year 2017-18					
Financial Year 2016-17					
List of reputed major Corporate Customers to whom the similar solution is provided	<p><i>Please furnish details in the following format.</i></p> <p><i>Important: Indicate the contact details of at least 3 of your clients.</i></p>				
Name and address of the Customer with phone number		Year of Supply	Brief details of items supplied	Approx. Value of Order (Rs. Lakh)	Whether the Customer is continuing under Warranty/AMC

Signature of Bidder : _____

Name: _____

Annexure XV (Reference Sites)

Reference Sites

List of ECM Customer (preferably BFSI/DFI) of ECM in last 3/4 Years

Sl No.	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person	Brief Scope of work	Number of users in the ECM system/T CO	Kick – off date	Project completion	Present Status if not completed as on date	Remarks

N.B.: Kindly attach proof against each of the Work completion/satisfaction certificate

Annexure XVI – Integrity Pact

INTEGRITY PACT**Between National Bank for Agriculture and Rural Development (NABARD)****hereinafter referred to as "The Principal"****And****..... hereinafter referred to as "The Bidder/Contractor"****Preamble**

The principal intends to award, under laid down organizational procedures, contract/s for The principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 -Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary `+ contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or anyother intermediaries in connection with the award o the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing thematter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal Shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer. Section 8 - Independent External Monitor

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

The Independent External Monitor appointed for NABARD is

(Name & Address of the Monitor)

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

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

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

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the

contractual relations between the Principal and the Contractor. The parties offer to the ` Monitor the option to participate in such meetings.

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

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

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

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

Section 8 - 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 - Other provisions

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

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

Schedule – 1(List of Offices)

Office-wise Users (approximately)

Sr No	Regional Office/ Training Establishment	Number of Employees
1.	A & N Regional Office	10
2.	Andhra Pradesh Regional Office	84

3.	Arunachal Pradesh Reg Office	13
4.	Assam Regional Office	76
5.	Bihar Regional Office	100
6.	BIRD Bolpur	12
7.	BIRD Mangalore	16
8.	BIRD, Lucknow	27
9.	Chattisgarh Regional Office	60
10.	Goa Regional Office	14
11.	Gujarat Regional Office	109
12.	H P Regional Office	56
13.	Haryana Regional Office	87
14.	Head Office - Mumbai	785
15.	J & K Regional Office	50
16.	Jharkhand Regional Office	71
17.	Karnataka Regional Office	130
18.	Kerala Regional Office	86
19.	M P Regional Office	115
20.	Maharashtra Regional Office	149
21.	Manipur Regional Office	14
22.	Meghalaya Regional Office	18
23.	Mizoram Regional Office	13
24.	Nagaland Regional Office	13
25.	NBSC Lucknow	40
26.	New Delhi Regional Office	50
27.	Odisha Regional Office	113
28.	Punjab Regional Office	89
29.	Rajasthan Regional Office	107
30.	Sikkim Regional Office	11
31.	Tamil Nadu Regional Office	132
32.	Telangana	82
33.	Tripura Regional Office	15

34.	U P Regional Office	173
35.	Uttarakhand Regional Office	51
36.	West Bengal Regional Office	106

- **Already implemented in HO and 2 Regional offices – Karnataka and Rajasthan**

Schedule – 2 (Document Volume)

The total volume of the pages are as follows:

Sl.No	Location	Approximate Total Number of current documents for digitization
1.	29 Regional offices & 4 Training Establishments.	90,00,000 pages

N.B. The above estimation is an approximate assessment and the actual requirement may vary at various locations. The payment will be made on the basis of actual digitization work carried out by the bidder on location and involving other activities.

Schedule 3 (Calculation Table)

Example of Calculation to be adopted for arriving at T1L1

Bidder	X	Y	Z
(A)Technical Evaluation Marks	85	100	95
Base is 100% of the highest scoring bidder	85	100	95
Calculation(i)	$(85/100) \times 70$ = 59.50	$(100/100) \times 70$ = 70	$(95/100) \times 70 =$ 66.50
Marks (A)Out of 70	59.50	70	66.50
(B)Commercial evaluation Price in INR	1000	1100	1200
Calculation(ii)	$(1000/1000) \times 100 = 100$	$(1000/1100) \times 100 = 90.90$	$(1000/1200) \times 100 = 83.33$
Base is 100% of the lowest bidder	100	90.90	83.33
Calculation(iii)	$(100/100) \times 30 = 30$	$(90.90/100) \times 30 = 27.27$	$(83.33/100) \times 30 = 24.99$
Marks (B)out of 30	30	27.27	24.99
Total Marks (A+B) Out of 100	89.50	97.27	91.49
Ranking of Bidder	T3L3	T1L1	T2L2
Hence, Y is the T1L1 bidder with highest cumulative marks.			

Document Check List

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