Request for Proposal for
Identification of Vendor for implementing
Data Management, Analytics and Business Intelligence Solution

National Bank for Agriculture and Rural Development (NABARD)
Department for Data Management, Analytics and Business Intelligence
3rd Floor, 'B' Wing C-24, 'G' Block
Bandra Kurla Complex, Bandra (East)
Mumbai - 400051
Maharashtra
Ph: 022-26539698

Important Disclaimer:
This Request for Proposal (RFP) is not an offer by NABARD, but an invitation to receive response from eligible interested bidders for the DMABI solution. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the Bidders. This document should be read in its entirety.
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1. **Critical Information**

National Bank for Agriculture and Rural Development (NABARD) invites sealed Bids from prospective Bidders. Interested Bidders must submit hard copies of the relevant documents to NABARD Head Office and email the soft copy of the same to ddmabi@nabard.org. The Bidder shall submit two separate Bids for the work (Technical Bid and Commercial/Financial Bid) in accordance with para 5.2.4. The soft copy of the Technical Bid shall also be submitted by email to ddmabi@nabard.org after opening of the Technical Bid latest by close of Business Hours on the next day of opening of Technical Bids. In no case, the Commercial Bid shall be submitted in soft form.

<table>
<thead>
<tr>
<th>S No.</th>
<th>Events</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pre-Bid meeting (Through MS Teams)</td>
<td>10 January 2022</td>
<td>11:00 am</td>
</tr>
<tr>
<td>2</td>
<td>Last date for receipt of queries</td>
<td>17 January 2022</td>
<td>5:00 pm</td>
</tr>
<tr>
<td>3</td>
<td>Response to queries on NABARD’s website</td>
<td>25 January 2022</td>
<td>5:00 pm</td>
</tr>
<tr>
<td>4</td>
<td>Last date for submission of Bids</td>
<td>07 February 2022</td>
<td>3:00 pm</td>
</tr>
<tr>
<td>5</td>
<td>Date &amp; Time of Opening of Technical Bids</td>
<td>07 February 2022</td>
<td>4:00 pm</td>
</tr>
<tr>
<td>6</td>
<td>Date and time of opening of Commercial Bids</td>
<td>To be intimated to shortlisted Bidders at a later date</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td><strong>Address for Bid Submission</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td><strong>Bid Validity</strong></td>
<td><strong>180 days</strong> from the date of opening of Commercial Bid</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td><strong>Earnest Money Deposit</strong></td>
<td><strong>Rs.50,00,000 (Rs. Fifty Lakh Only)</strong> except exempt categories as at Clause 6.19</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td><strong>Contact details of NABARD officials</strong></td>
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</table>

**The Chief General Manager**
Deptt. for Data Management, Analytics and Business Intelligence
National Bank for Agriculture & Rural Development
C-24, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

**Mr. Sudhir Kumar Roy**
General Manager
sudhir.roy@nabard.org
+91-22-26539261

**Mr. M V Yugandhar**
Chief Data Consultant
mv.yugandhar@nabard.org
+91-22-26539587

**Shri Pramod Kumar Sangewar**
IRSS (Retd.)
H No. 12-5-65/1, Flat No 109,
Shri Harsha Sethuram Unique,
Vijaypuri Colony, South Lalaguda,
Secunderabad,
Telangana - 500 017
2. Introduction and Disclaimers

2.1. Purpose of RFP

2.1.1. The National Bank for Agriculture and Rural Development hereinafter called “NABARD” or “Bank” or “Purchaser” or “Buyer” issues this Request for Proposal, hereinafter called “RFP” with the purpose to implement a Data Management solution comprising of Data Warehouse (DW), Extraction Transformation & Loading (ETL) and Business Intelligence (BI)/AI tools. The Data Management, Analytics and Business Intelligence (DMABI) Solution would include: Data Management, Analytics and Business Intelligence Solution (DMABI) as per Scope of work and Technical Specifications etc. given in this RFP.

2.1.2. Data Management, Analytics and Business Intelligence Solution (DMABI) as per Scope of work and Technical Specifications etc. given in this RFP.

2.1.3. Creation of an Enterprise Data Warehouse to support the business intelligence needs

2.1.4. Extraction Transformation & Loading (ETL) of data from internal systems that includes the core banking solution, treasury management system, human resources management solution, inspection & supervisory solutions, developmental solutions etc.

2.1.5. Augment the data from internal systems using external data with appropriate Application Programming Interfaces (APIs) or with any other appropriate software tools.

2.2. Parties to the RFP

The Parties in the RFP shall be referred as below:

2.2.1. “The Bank”, “NABARD”, “Purchaser”, “Buyer” means National Bank for Agriculture and Rural Development (NABARD);


2.3. Information Provided

2.3.1. The RFP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending Bidder to determine whether or not to submit a response/bid or enter into a contract or arrangement with NABARD.

2.3.2. Each Recipient should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice.

2.3.3. Neither NABARD nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of this document.
2.4. **Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by applicable law, NABARD and its directors, 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.

NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. NABARD has the right to continue with these activities, modify the sequence of activities, add new activities, or remove some of the activities, as dictated by the best interests of NABARD. NABARD reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

2.5. **Costs to be borne by Respondents**

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including: the attendance at meetings, discussions, demonstrations, presentation, visits etc. and providing any additional information required by NABARD, will be borne entirely and exclusively by the Respondent.

2.6. **No Legal Relationship**

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

2.7. **Recipient Obligation to Inform Itself**

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

2.8. **Errors and Omissions**

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

2.9. **Acceptance of Terms**

A Recipient will, by responding to NABARD for RFP, be deemed to have accepted the terms of this RFP including Introduction, Disclaimer and the schedules and annexures to the RFP. Deviations, if any, are to be specified as per Annexure X.

2.10. **Requests for Proposal**

2.10.1. Recipients are required to direct all communications related to this RFP, through the nominated point of Contact Person

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Mr.Sudhir Kumar Roy</th>
<th>Mr.M V Yugandhar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
<td>General Manager</td>
<td>Chief Data Consultant</td>
</tr>
<tr>
<td>Email ID</td>
<td><a href="mailto:ddmabi@nabard.org">ddmabi@nabard.org</a></td>
<td><a href="mailto:ddmabi@nabard.org">ddmabi@nabard.org</a></td>
</tr>
</tbody>
</table>
2.10.2. NABARD may, in its absolute discretion, seek additional information or material from any of the Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent’s response.

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

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

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

2.11. Notification

NABARD will notify all short-listed Respondents in NABARD website or by writing or by mail as soon as practicable about the outcome of the RFP process. NABARD is not obliged to provide any reasons for any such acceptance or rejection.
3. **Background**

### 3.1. About NABARD

National Bank for Agriculture and Rural Development is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as “NABARD” or “the Bank” or “Purchaser” or “Buyer”) having its Head Office at C-24,'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 (hereinafter referred to as “NABARD Head Office”) and regional offices, training establishments and other setups in different cities across India.

The mission of NABARD is to promote sustainable and equitable agriculture and rural development through participative financial and non-financial interventions, innovations, technology, and institutional development for securing prosperity.

NABARD’s initiatives are aimed at building an empowered and financially inclusive rural India through specific goal-oriented interventions which can be categorized broadly into three heads: financial, developmental and supervision, touching almost every aspect of rural economy. From providing refinance support to building rural infrastructure, from preparing district level credit plans to guiding and motivating the banking industry in achieving these targets, from supervising Rural Cooperative Banks (RCBs) and Regional Rural Banks (RRBs) to helping them develop sound banking practices and on-boarding them to the Core Banking Solutions platform, from designing new banking schemes to the implementation of Government of India’s (GoI) development schemes, from upgrading skill handicraftsmen to providing them a marketing platform for selling these articles, it touches millions of rural lives across the country. Detailed information regarding the functions of the Bank is provided on NABARD’s website www.nabard.org.

### 3.2. Subsidiary/Associate Organizations of NABARD

#### 3.2.1. NABCONS : NABARD Consultancy Services (www.nabcons.com)

NABARD Consultancy Services (NABCONS) is a wholly owned subsidiary promoted by NABARD and is engaged in providing consultancy in all spheres of agriculture, rural development and allied areas. NABCONS leverages on the core competence of NABARD in the areas of agricultural and rural development, especially multidisciplinary projects, banking, institutional development, infrastructure, training, etc., internalized for more than two decades.

#### 3.2.2. NABFINS : NABARD Financial Services (www.nabfins.org)

NABFINS is an initiative of NABARD born out of serious concerns about the practices of NBFC MFIs in the mid-2000. Entrusted with the responsibility of promoting microfinance sector besides scaling up SHG-Bank Linkage, NABARD thought it fit to form a Micro Finance institution on a pilot basis with the objective of developing it as a model NBFC in the country which will facilitate setting up of benchmarks and standards for the MFI sector. In particular, NABFINS objective was to ensure that the various maladies found in the NBFC MFI sector such as lack of transparency in accounting and disclosure, high transaction cost, lack of diversification in products, increased rates of interest, coercive collection practices etc. are
sought to be eliminated by establishing a fair and transparent Micro Finance Institution.

3.2.3. **NABKISAN : NABKISAN Finance Limited (www.nabkisan.org)**

NABKISAN is a subsidiary of National Bank for Agriculture and Rural Development with equity participation from NABARD, Govt. of Tamil Nadu, Indian Bank, Indian Overseas Bank, Tamilnad Mercantile Bank, Canara Bank, ICICI Bank, Federal Bank, Lakshmi Vilas Bank and a few Corporates / Individuals. The company is notified as a Non-Banking Finance Company (NBFC) by RBI. The main objective of the company is to provide credit for promotion, expansion and commercialization of enterprises engaged in agriculture, allied and rural non-farm activities. NABKISAN is providing support for livelihood/ income generating activities by extending credit to Panchayat Level Federations, Trusts, Societies and Section 25 companies/ MFIs for on-lending to its member SHGs/ JLGs.

3.2.4. **NABVENTURES Limited (www.nabventures.in)**

NABVENTURES Ltd, incorporated by NABARD under the Companies Act, will provide early -stage support for agriculture and rural enterprises and fill the gap of adequate institutional support to them.

3.2.5. **NABSAMRUDDHI Finance Limited (www.nabsamruddhi.org)**

NABSAMRUDDHI Finance Limited was incorporated under Companies Act, 1956 on 17 February 1997 under the name of Agri Business Finance Limited (ABFL) and registered as Non-Banking Financial Company with the Reserve Bank of India. It is promoted with equity participation from National Bank for Agriculture and Rural Development, Andhra Bank, Canara Bank, Government of Andhra Pradesh, Government of Telangana, Andhra Pradesh State Cooperative Bank, Telangana State Cooperative Apex Bank and a few Industrial Houses / individuals from the State.

The objective of NABSAMRUDDHI is to provide credit facilities to individuals and legal entities for promotion, expansion, commercialization and modernization of enterprises and individuals engaged in non-farm activities including microfinance, MSME, housing, education, transport, etc.

3.2.6. **NABFOUNDATION (www.nabfoundation.in)**

NABFOUNDATION, a not for profit, wholly owned subsidiary of NABARD has been successfully incorporated on 31 August 2019 under Companies Act, 2013. NABFOUNDATION aims to emerge as a strong and vibrant institution so that other financial institutions, Government agencies and Corporates would avail its services for implementation of various development projects in the agriculture and rural sector.

3.2.7. **NABSANRAKSHAN (www.nabsanrakshan.org)**

NABSanrakshan Trustee Company Private Limited is a wholly owned subsidiary of NABARD with an authorised capital of ₹ 100 crore. NABSanrakshan aims to carry out credit guarantee and related activities towards sustainable and equitable agriculture and rural development. Agriculture and allied industry being a priority for the economy in creating
DMABI Solution

new avenues for development, NABSanrakshan will provide the necessary fillip to the growth of the sector, through access to finance.

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

3.3. Current Setup

3.3.1. Currently, NABARD has its Data Center (DC) at Navi Mumbai and the Disaster Recovery (DR) centre at a colocation site at Faridabad. We propose active – passive DC / DR. We don’t expect the bidder’s team to go physical locations. Currently syncing between DC and DR happens with manual intervention. This is expected to automated. We expect that both DC and DR will be on Nutanix Hypervisor.

3.3.2. All the applications, Internet Gateway, etc are hosted at the DC and replicated at the DR Site. These resources are accessed by various Regional Offices over SDWAN VPN based WAN. DR is activated in the event of failure of DC and all the services (excluding Video Conferencing facility) are extended from the same.

3.3.3. The Bank has SDWAN VPN connectivity in Hub and Spoke architecture connecting all the locations. SDWAN PLS VPN and Internet links are procured from multiple service providers (currently six SPs) viz TCL, Airtel, BSNL, MTNL, Reliance and Sify. Bank is also in the process of implementing SD-WAN along with links. The Bank will be deploying P2P links between DC, Co-location site and DR for replication.

3.3.4. The Bank has also connectivity with third party networks viz., Negotiated Dealing System (NDS), Reuters, SWIFT, Bloomberg etc, at both DC and DR. The connectivity and services are managed by respective vendors.

3.3.5. The Bank has outsourced management of DC and DR to third party, who has deployed technical resources (L1 and L2 engineers) at DC covering all the areas viz., Windows, UNIX/Linux, Oracle/ SQL Database, Network, Security, Middleware, Backup, etc. Bank’s outsourced staff managing the DC and DR Site are located at Navi Mumbai and Faridabad respectively.

All the software components of DMABI solution will be managed by bidder. Bidder is responsible for solution components deployed by the bidder. For dependencies on the hardware, the successful bidder will coordinate with the hardware vendor. NABARD will enable this interaction

The solution should be compliant from security standpoint. The bidder is not expected to visit the physical sites of DC and DR,

3.4. RFP Objective

3.4.1. Objective

i. NABARD intends to setup Data Management Analytics and Business Intelligence (DMABI Solution) (as more particularly defined hereinafter in clause 11.1.20) to serve as a central repository of single source data and version of truth
DMABI Solution

by integrating relevant data from various existing source systems, future source systems and external data (where appropriate).

ii. The period of Contract would be 5 years from the execution of the Contract. This period of Contract may be extended as per the terms of Clause 10.1.2.
4. Scope of Work

The scope of work includes the below mentioned:

4.1. Project Scope, Objective, and Goal

4.1.1. Objective

To build an enterprise data warehouse in a phased manner and modular fashion with a central repository of single source of data and version of truth by integrating relevant data from various existing source systems, future source systems and external data (where appropriate). This central repository should serve the purpose of query, analysis and reporting of information duly using tools of analysis, transformation and presentation. (“Project”) The Project is envisaged, in two phases with the following objectives:

Phase 1: Setup EDW for Reporting and Analysis with structured data

4.1.1.1 Aid top management of NABARD in decision making process by implementing data warehouse and business intelligence systems with its sophisticated reporting / visualization tools and generation of Executive Information System (EIS) and Decision Support System (DSS).

4.1.1.2 Establishment of a robust Management Information System (MIS) for the different users at functional departments and operations of NABARD, specified external stakeholders for their internal, external and regulatory purposes duly ensuring speed, data integrity and consistency.

Total Users approximately 120, Number of concurrent users less than 30.

The reports be hosted on webpage, spreadsheet, pdf, ppt.

Bidder may suggest interactive data mining tools.

Bidder may suggest all components need to have HA and DR.

Bidder to suggest appropriate project management methodology.

4.1.1.3 Facilitate Automatic Data Flow (ADF) facility to Reserve Bank of India and also from the supervised entities (Regional Rural Banks, State / District Cooperative Banks and other client institutions excluding PACS), collation of data from subsidiaries and other associate concerns. The returns per client can be assessed during the Business Requirement study.

Bidder needs to propose a solution for ADF data flow to RBI. While NABARD does not have an existing XBRL, the Bidder may propose suitable XBRL tools or any other business formats which is used by RBI as a part of the solution.

Data Extraction for internal sources will be in form csv extracts provided by the internal source systems in a format and periodicity required by the vendor. For external data sources, a suitable data feed format (preferably csv extract) will be agreed with the data provider. Most of the data extracts / loads will be done at a frequency of 1 day.
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4.1.1.4 Analytical insights into various domains including refinance, loans, grants, products, supervised entities, corporate functions, etc.

4.1.1.5 To understand business and development activities better in the context of the external data and improve operations.

4.1.1.6 To create a strong foundation with data quality solution that enables the analysis of the various business domains as mentioned above.

4.1.1.7 Provide onsite managed services (including database administration, system administration and application support that includes extraction and development of reports) and onsite help desk services (both technical and functional support) during the Contract Period. The Bidder shall also provide an incident management solution to log issues and with facility to generate reports for review and monitoring.

Please propose an incident management system.

24X7 to cover batch jobs and user support

NABARD will provide the Helpdesk Infrastructure such as Call center Set-up, Head Phones, Toll Free Number, etc.

Bidder to propose Ticketing System for Incident Management for this project.

Hardware will be provided by NABARD. All other costs need to be factored by the bidder

The bidder is required to propose APM (Application Performance Management) solution.

4.1.1.8 To provide wherever necessary as per the intent and requirements of the RFP, middleware and interfaces with existing and future solutions

4.1.1.9 Data mining tools that can be used to access the data, explore it through interactive visual tools and build / visualize models using sophisticated algorithms.

For data mining, we prefer solutions from the open source stack. Hence, no license fees will be involved. Commercial Off The Shelf Data Mining tool may be considered later, but it is outside the scope of this RFP.

4.1.1.10 The proposed architecture for the DMABI Solution should exhibit following features:

4.1.1.10.1 User Centric: The architecture should begin with users and their requirements and flow backwards. The data and report consumers can be from different departments of NABARD and their needs may vary by role, by the department, by type and over time. The proposed DMABI Solution should continuously evolve to meet new and changing user information needs, keeping in mind visualization, display, alert and user self generated reports wherever considered feasible.

4.1.1.10.2 Adaptable: The DMABI Solution should manage the data flow from the source systems to data warehouse and finally to users interconnected and bidirectional data pipelines. The data objects should
serve as that are continuously reused, repurposed, and replenished to ensure the steady flow of high quality, relevant data to the NABARD users. Bidirection data flows may be required but is more of an exception right now.

4.1.1.10.3 Automated: The DMABI Solution should automate the dataflows from the source systems to the data warehouse. In addition, it must detect changes in the source schema and identify impact of changes on downstream objects and applications. In a real time environment, it must detect anomalies and notify the appropriate individuals or trigger alerts in operational dashboards.

We have very limited use cases for Real Time ETL. Such requirement will be shared during the project execution.

4.1.1.10.4 Flexible: The DMABI Solution must be flexible enough to support multiple types of users, load operations, refresh rates and query operations (e.g., create, read, update, delete). The DMABI Solution must be flexible enough to enable easy transition in case NABARD wishes to go for data virtualization.

4.1.1.10.5 Collaborative: The proposed DMABI Solution must split the responsibility between acquiring & transforming data and consuming information. The end users (with requisite skills and need) should have the flexibility to explore the data on an ad hoc basis.

Governed: The architecture of the DMABI Solution must define access points, access control and usage framework for each category of user to meet their information requirements. Users may be classified as data generator, data collectors, data aggregators, data managers, data consumers, data explorers, data analysts, data scientists, etc. We will have approximately 100-120 reporting users and do not expect much growth in internal user base.

Resilient: The DMABI Solution should be resilient in nature, with high availability, disaster recovery, and backup/restore capabilities. The responsibility of disaster recovery for DMABI application rests with the successful bidder. NABARD has license for Prism.

Deployed system should be 100% (N+N) High Available at both DC and DR. As part of disaster recovery, and backup/restore capabilities we need to have BCP in place,

4.1.1.10.6 Extendible: The DMABI Solution should enable addition, modification and disablement of source systems (both internal and future) anytime in the future.

4.1.1.10.7 Cloud Ready: The proposed solution will store the data on premise. But the architecture suggested should enable migration to cloud in a seamless manner in the future. Tools other than the database can be on the cloud. The solution should support seamless integration of compute resources and data from the premises to the proposed MEITY empaneled cloud without any downtime. The solution may contain cloud services for ETL, graph database and No-SQL database. In the event of ETL services being deployed on cloud the processed data must be seamlessly be transferred to NABARD’s premises. NoSQL key-value
DMABI Solution

database should support native, server-side support for ACID transactions and deliver single-digit millisecond performance.

Data may persist in the ETL (if on cloud) for upto 30 days to enable in case of job rerun

Reporting tool is PowerBI

4.1.1.10.8 Secure: Security features of the solution to conform to industry standards including Information Technology Act 2000, Information Technology Rules 2011, Aadhaar (Data Security Regulations) 2016 (if Aadhaar is used in any manner as part of the solution), GDPR, ISO 27108, Personalized Data Protection Bill 2018, etc. The bidder shall provision and monitor following security layers:

- Layer 4 and Layer 11 Firewall
- Intrusion prevention / detection (network and host level)
- Anti virus, event logging and correlation
- Vulnerability protection through implementation of proper patches and rules
- Vulnerability Assessment and Penetration testing before go-live of any module
- Database Activity Monitoring
- Dedicated Hardware Security Module
- Multi-Factor Authentication
- Privileged Identity Management
- SSL VPN
- Anti-DDoS
- Data Leakage Prevention

Phase 2 – External Data Integration

4.1.1.10.9 Define and Design the Analytical Model in consultation with business and IT team of NABARD (Nos. 30 Use Cases) and

4.1.1.10.10 Identification of external source system (unstructured data sources) for building data models.

4.1.1.10.11 Procurement / Supply/ Installation/ Customization/ Implementation of proposed Cloud Software and tools by NABARD

4.1.1.10.12 Proposed Solution Maintenance / Supports / Updates of DMABI Solution as per OEM release plan, as applicable.
4.1.2. Goal

To aid NABARD (including its subsidiaries, affiliates and training establishments) at all levels of decision making, review and analysis of business, developmental and supervisory functions, including the following:

4.1.2.1 Provide end user cross functional requirements across the areas of refinance, loans, development, staffing, sanctions, advances, repayments and activities of corporate functions encompassing planning, strategy and supervision.

4.1.2.2 Automate development of standard and statutory reports / statements.

Provide facility for ad hoc reports with associated interactivity i.e. selecting some parts of the reports should reflect in the associated parts in the other report.

Total number of expected users will be 120 who will be accessing ad hoc and dynamic reports.

In terms of complexity, the mix of reports is expected to be 20% complex, 30% medium and 50% simple.

Facilitate ADF for submission of returns / statements to regulator and also capture returns / statements from the regulated entities. It is expected that till the time current data from ENSURE flows directly into DMABI solution, ENSURE will serve as the source system.

4.1.2.3 Provide and generate dashboards, scorecards and other Executive / Management Information System required for top management, heads of department, Regional Offices and District Development Managers (DDMs) to assist in decision making and to monitor / analyse / improve operational performance.

4.1.3. Summary of Services

The DMABI solution would be implemented in two phases:

Phase 1:

Track 1 - Define BRD, define Data Architecture / technology Architecture, define data flow and integration plan

Track 2 - Procurement / Supply/ Installation/ Customization/ Implementation of DMABI Solution

Track 3 - Proposed Solution Maintenance / Supports / Updates of DMABI Solution as per OEM release plan, as applicable.

Track 4 - Work with business team to define the analytical models. 30 use cases, of which 5 are complex, 10 are medium and 15 are simple

Phase 2:

Track 1 – Identification of external source systems and their ingestion / integration

Track 2 - Define and Design the Procurement / Supply/ Installation/ Customization/ Implementation of proposed Cloud Software
Track 3 - Proposed Solution Maintenance / Supports / Updates of DMABI Solution as per OEM release plan, as applicable.

The Bidder shall be required to provide the following services to NABARD as part of implementation of the DMABI Solution:

4.1.3.1 To prepare and submit an Approach Document as well as a Technical Architecture to NABARD.

4.1.3.2 Study all the different source systems

4.1.3.3 Right size the DMABI Solution with reference to the hardware and software to ensure high availability, extendibility, scalability, redundancy and performance of the solution and to meet the technical and functional requirements of the DMABI Solution taking into consideration the current as well as projected volumes, as per the terms of the RFP within the timeframe prescribed by NABARD.

Change in sizing during implementation is allowed within acceptable limit of 20%.

4.1.3.4 Understand the requirements of NABARD to evolve a Data Model and Architecture and to design the DMABI Solution.

4.1.3.5 Design, develop, test and implement the DMABI Solution, that includes all the stages of the Software Development Life Cycle (SDLC) for data integration, data warehouse, business intelligence, data quality, cross functional analytical requirements of the DMABI Solution mentioned in this RFP.

4.1.3.6 Provide onsite managed services for system administration, database management by providing adequate resources that are qualified and experienced

Extend AMC Services and annual technical support during the Contract Period, renewal of licenses wherever applicable during the Contract Period, and warranty for the DMABI Solution during the ATS Period. The successful Bidder will be our single point of contact for DMABI solution. ATS provided by OEMs may be incorporated.

4.1.3.7 Supply, install, implement and deploy the DMABI Solution as per the terms of the RFP within the timeframe prescribed by NABARD

4.1.3.8 Provide and maintain a test and development environment separately to conduct end-to-end User Acceptance Tests during Project implementation. The development server size should be 20% of the size of the production server. The testing server should be appropriately sized to serve all types of testing including load testing. However, all the servers except the production server can be leveraged for load testing.

Training Infrastructure: The Bidder shall also propose an adequately sized training environment separately for internal training to be conducted for NABARD. NABARD can designate dedicated SPOC for training and the same SPOCs can train the rest of the staff members. The Bidder shall provide and maintain the training environment by rightsizing the hardware, software and any other application / solution to conduct and support internal training programs for NABARD for upto 30 people logged in concurrently. The bidder shall
DMABI Solution

customize syllabus for technical training, executive training, end user training, super user training. In all there will be 4 batches of 30 participants each for each type of training. Any additional training will be charged on a pro-rata basis. This is going to be a separate infrastructure (Apart from Development and UAT). Bidder will have to maintain the training infrastructure for 3 years. Bidder may suggest good practices for Learning Management System. The following details may help bidders to arrive at solution:

If the training entails traveling outside Mumbai, NABARD will bear the cost of travel and boarding

4.1.3.9 Provide comprehensive training covering all functional and technical aspects of the DMABI Solution to be provided to all the individuals identified by NABARD. This will include technical training, executive training, end user training, super user training one time. Any additional training requested by NABARD should be at the same rate mentioned in the Commercial Bid (Annexure V).

4.1.3.10 Maintain an IT Service Desk at NABARD Head Office in Mumbai. The IT Service Desk should act as a single point of contact for all users whether for service requests or incidents on problems. Refer Clause 4.2.12 for details.

4.1.3.11 Liaison with existing application providers of NABARD for Core Banking Solution, Treasury, HR Management Services, Inspection Services, Document Management Services, etc and draw upon their complete support for the DMABI Solution.

4.1.3.12 Provide manuals / documentation, including all user and technical documents for all functionalities / modules / tools forming part of the DMABI Solution, in electronic format. In addition, provide online help with search option to all users for all applications forming part of the DMABI Solution.

4.1.3.13 Bilingual: NABARD follows GoI’s directions. The Title and Legends of the reports should be in both English and Hindi.

4.1.4. Summary of Scope Of Service for the Individual Sub Systems of the DMABI Solution

4.1.4.1 Business Requirement Document

The selected Bidder shall consult with the business, development, information technology, risk management, compliance, audit and any other team from NABARD or third party outsourced vendors, appointed by NABARD, in modifying, amending, editing, altering, and/or improving and finalizing the Business Requirement Document which describes in detail the business solution for the Project as per NABARD’s needs and requirements. The Business Requirement Document shall include the purpose of the Project, the business solution required, its features and functionalities, use cases, and the timeline of its completion. The Business Requirement Document shall form the basis upon which the Technology Architecture will be provided by the Bidder.
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The Business Requirement Document shall be flexible and futuristic to accommodate the dynamic nature of the services being rendered by the Bidder and/or as may be required by NABARD.

4.1.4.2. Technical / Technology Architecture

The Bidder shall submit a Technical Architecture which shall include the Security Architecture in response to the RFP, in compliance with NABARD’s conceptual architecture as set out in Clause 4.2 and the Business Requirement Document. The Technology Architecture, Data Warehouse architecture, and conceptual architecture documents in relation to the DMABI Solution shall be provided by NABARD to the extent they are available with NABARD. The Bidder shall suggest customizations, improvements or enhancements to the Technical Architecture, Data Warehouse architecture and conceptual architecture documents in consultation with NABARD. For the purposes of submission of the Bid, the Bidder shall be permitted to review the existing architecture documents in place with NABARD during the pre-Bid meeting, subject to such Bidder executing the Non-Disclosure Agreement as set out in Annexure XIII of this RFP. The Technical Architecture shall conform to the following requirements:

4.1.4.2.1. Specify the tools, technologies, utilities and platforms needed to enable the data flow.

4.1.4.2.2. Technical Architecture Should be based on complete understanding of the Business Requirements and should have a plan to meet the business requirements.

4.1.4.2.3. The business rules to be applied must be defined by the Bidder, subject to approval / validation by NABARD in writing. We expect to leverage Bidders’ domain knowledge.

4.1.4.2.4. The interfaces and/or adapters to the various source and target applications must be provided by the Bidder as per the intent of this RFP.

4.1.4.2.5. Bidder shall furnish a mapping document describing how the proposed DMABI Solution meets NABARD’s conceptual architecture.

4.1.4.2.6. Include hardware, backend and front end software, LAN and WAN requirements.

4.1.4.2.7. Compute, processing and Memory will be part of Nutanix. Bidder may suggest any other hardware (other than compute and storage) that they feel necessary.

4.1.4.2.8. Contain details of each of the components thereof along with type of network and bandwidth requirements.

4.1.4.2.9. Contain details of the type of software products required for ETL, DW, DBMS, Reporting / Visualization, ad hoc query capability, data mining, analytical solutions and metadata.

4.1.4.2.10. The Bidder shall prepare a high level logical data flow diagram for NABARD for the overall DMABI Solution and its interdependent systems.
4.1.4.2.11. Designed in a manner to enable selected Bidder to accommodate induction of any new technology including but not limited to cloud based technology and platformization or any other customizations and/or plug ins; support NABARD’s business intelligence needs; support multiple types of users, load operations, refresh rates (e.g. batch, mini-batch, and stream) and query operations (e.g., create, read, update, delete); enable easy transition in case of data virtualisation; allow end users to explore data on an ad hoc basis; configure adhoc reports; generate reports using multiple dimensions and combination such as product, department, district, state, client, etc.; allow data older than a specific duration to be archived in low cost cold storage; allow changing data archival rules; enable addition, modification and disable to source systems in the future; support unstructured data analysis; etc. required to meet the requirements under the Business Requirement Document or any other functions as may be required by NABARD during the implementation process. The DMABI Solution should be designed in such manner, as to allow integration or compatibility with any new third party applications, platforms, software, technology etc. which may be utilised by NABARD.

The DMABI Solution should be fully compatible and integrated with all existing and independently operating applications, interfaces, tech solutions, systems, etc. of NABARD. The number of sources systems that need to be integrated is given in Appendix I

4.1.4.3. Enterprise Data Warehouse

The Bidder shall be required to create a centralized repository of single source of data with single version of truth for all current and future analytical applications. The Bidder shall define the roadmap for integration / implementation of the current interfaces for the applications to be integrated with the DMABI Solution as well as cater to any additional applications that NABARD may implement during the course of the Project.

The Enterprise Data Warehouse is required to conform to the following requirements:

4.1.4.3.1. To be developed by the Bidder to meet the specific needs of NABARD as per this RFP, with hybrid or cloud only options, along with benchmarking and proof of benchmarking, available to NABARD, is so required.

4.1.4.3.2. Should be adaptable, responsive and resilient to change to allow integration with any new applications that NABARD may implement in future and any new requirements of NABARD during the Contract Period.

Must allow support of unstructured data analysis once NABARD procures the same in future. Currently, NABARD has a document management system through which all formal communication is routed. The proposed solution should have the capability to leverage the data and derive insights. Currently we expect less than 10% of the data to be unstructured.
4.1.4.4. Extraction, Transformation & Load

The Bidder shall specify, plan, orchestrate and implement the tools, techniques, utilities and platforms needed in the Technical Architecture to enable the flow of data through the ETL Programs (defined hereinafter at Clause 11.1.22). The ETL Programs to be implemented by the Bidder should conform to the following:

4.1.4.4.1. The data extracted from source systems pursuant to the ETL Programs should be subject to the following processes:

- Cleansing (includes correcting misspellings, resolving domain conflicts, dealing with missing elements, and passing into standard formats)
  The source systems need to be alerted to fix data quality issues at sources
- Combining of data from multiple sources
- De duplication of the data and assignment of warehouse keys. Source system correction is out of scope.

4.1.4.4.2. Creation of master referenceable records for products and client institutions.

4.1.4.4.3. Data loaded into the Enterprise Data Warehouse must be standardized and / or aggregated prior to actual loading. The Bidder is required to ensure that NABARD should have access to both aggregate / summary and granular / atomic data.

4.1.4.4.4. The incremental data to be loaded into the Enterprise Data Warehouse from individual source applications

ETL tool will not connect directly to any of the source systems' database.

The Bidder shall undertake day to day extraction, transformation and subsequent loading in the Enterprise Data Warehouse solution during the Contract Period.

4.1.4.5. Analytics, Reporting and Business Intelligence

NABARD has taken a decision to use Microsoft PowerBI as a business intelligence tool for the proposed DMABI Solution. Keeping in view the features of Power BI, which comes with Office 365 E5 and can connect to a variety of data sources, presently we have Power BI Pro. If necessary, Power BI premium can be purchased. Bidders may accordingly suggest Power BI as the BI Tool of Choice. Currently, there are no users but the same is expected to be around 100. The Procurement of Power BI licenses will be done directly by NABARD. We expect the bidder to have skills in Power BI to ensure performance requirements.

For analytics / data science use cases, the Bidder may suggest appropriate tool and suggestions to improve report/query performance.

The DMABI Solution must support generation of standard reports & statements including those required by Regulatory Authorities. The total
scope of the RFP is to build 100 reports and the specifications of these reports will be shared during the engagement.

System must support generation of ad hoc and dynamic reports as these are considered synonymous.

4.1.4.5.1. The DMABI Solution should support Key Performance Indicators (KPIs) required for developing dashboards and scorecards for MIS / EIS.

KPIs to be identified as part of Busines Requirements Gathering.

4.1.4.5.2. The business intelligence design should also support online analytical processing (OLAP), slice and dice, etc.

4.1.4.5.3. The DMABI Solution must allow the users to build ad hoc reports based on the aggregated and granular data as described in RFP. This should be Graphical User Interface (GUI) driven that allows the user to drag and drop attributes to build reports, dashboards, scorecards, etc in various formats such as excel, pdf, csv, etc.

4.1.4.5.4. The Bidder shall provide for development, testing and release of any statement, report, dashboard, etc as required by NABARD during the Contract Period.

NABARD is currently undertaking building of dashboards using Microsoft PowerBI to serve different departments. The Bidder should provide for integration of the these dashboards into the DMABI Solution. The existing reports should point to the appropriate data marts that will be built as part of the DMABI Solution. Currently, PowerBI is being used on an adhoc basis and not in an architected environment. We expect these reports to point to the proposed data warehouse when it is ready. The scope of the project is to build 100 reports, the source tables for which are stored in Oracle and will be shared during the engagement. We don’t have a specific meta data system. Size of the metadata can be assessed during source system analysis.

4.1.4.6. Data Quality and Master Data Management

4.1.4.6.1. NABARD intends to build a data warehouse with clean, consistent and complete data. Data Quality is defined by the state of completeness, consistency timeliness and accuracy.

4.1.4.6.2. The data quality solution proposed by the Bidder shall have following features:

- Profile – profiling capabilities across the data sources
- Cleanse – ability to cleanse the data before loading into the data warehouse
- Enrich – completing the data with other data including external data
- Control & Sustain – ability to define, monitor and publish Data Quality metrics.

4.1.4.7. Physical Data Model

Bidder shall propose comprehensive, suitable data model that meets the following requirements:
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4.1.4.7.1. Cover all data subject areas required to meet the requirements

4.1.4.7.2. Provide physical data structures consisting of tables, columns, views across granular and summarized levels

4.1.4.7.3. Customizable to NABARD’s specific requirements for additional data elements. The customization should be minimal and easily extensible for future releases.

4.1.4.7.4. Provide scripts that perform integrity checks of the data model.

4.1.5. Metadata

4.1.5.1. Metadata provides a roadmap of all the data in DMABI Solution and enables effective administration, change control and distribution of the data supporting the DMABI Solution components. The Bidder shall propose the Metadata solution with the following features:

4.1.5.1.1. Enable users to browse and analyse metadata from disparate metadata repositories.

4.1.5.1.2. Provide ability to create custom models to define the classes, attributes, and relationships for metadata sources.

4.1.5.1.3. Allow to create resources to represent the metadata from individual metadata sources.

4.1.5.1.4. The metadata repository should store, publish and provide full query and reporting ability on metadata generated by every layer of the DMABI Solution.

4.1.5.1.5. The metadata repository should have facilities that are capable of sourcing, sharing, storing and reconciling comprehensive spectrum of metadata including business and technical metadata.

4.1.5.2. The Bidder shall provide a strategy document for metadata management with following components:

4.1.5.2.1. Source system metadata

4.1.5.2.2. Data staging metadata

- Data acquisition information
- Dimension table management
- Transformation and aggregation
- Audit, job logs

Data lineage can be enabled through either ETL tool functionality, data governance tool or any other method that the bidder may suggest.

4.1.5.2.3. DBMS management metadata

- DBMS system documentation
- SQL administration scripts
- Backup status, procedures, and scripts

4.1.5.2.4. End user metadata
DMABI Solution

- Functions and concepts
- Reports
- Data availability
- Definitions

4.1.5.3. The Bidder shall provide the following:

4.1.5.3.1. Details of the metadata solution offered in terms of how various tools will integrate to provide seamless view and data lineage of the data traversing through the DMABI Solution

4.1.5.3.2. Implementation methodology

4.1.5.3.3. Compatibility of the metadata solution with the entire stack proposed for the project

4.1.5.3.4. Strategy for metadata capture, update, and maintenance

4.1.5.3.5. Details of business metadata

4.1.5.4. Bidder shall provide technical, process and business metadata across the DMABI Solution

4.1.5.4.1. Technical Metadata

- Source of the data, data type, time of data refresh for all analytical usage.
- Data lineage from data sources to reports, analytical and ad hoc usage.
- Data model reporting definition of entities, attributes.
- Publish user accessible information from DW, ex. Aggregate Tables, snapshots, transactions data, etc.

4.1.5.4.2. Process Metadata

- Should provide and publish on a portal the EDW status including job status, data refresh or release date, business intelligence performance data details, including query usage, processing and response time.
- Reports, dashboards, scorecards, data access by individual users or groups.

4.1.5.4.3. Business metadata

- Enterprise definitions of KPIs, reports, dashboards, scorecards, etc across NABARD.
- Business rules for derivation of KPIs, derived variables.

4.1.6. Facilities Management

4.1.6.1. Onsite managed services for database administration, system administration and for application support that includes extraction, analysis, development of reports and statements

Number of resources for each type - 1 DBA, 1 System Administrator, 2 Application Support personnel

Location of resource - NABARD HO, Mumbai
DMABI Solution

User Support during working hours - 9 am - 6:00 pm (Monday - Friday) on premise

24/7 email and call support (including monitoring of batch jobs)

4.1.6.2 Onsite technical and functional help desk support during the Contract Period as per the requirements specified in Clause 4.2.12. The Bidder shall also provide incident management solution to log issues, incidents with facility to generate reports for review and monitoring. Please suggest a new ticketing solution.

4.1.7. Annual Maintenance Contract (AMC)

4.1.7.1 The Bidder shall provide an AMC Services during the AMC Term, which shall include comprehensive support, maintenance of the DMABI Solution, proactive system health checking and reporting, running of APM solutions (Application Performance Monitoring), stability testing, sample storage, audits, updating and upgrading the DMABI Solution at the Data Centre or Disaster Recovery as required in accordance with the RFP, Contract and Applicable Law, subject to NABARD’s permission and satisfaction.

For avoidance of doubt, it is clarified that the term of the AMC Services is for 1 (one) year commencing from the date designated by NABARD (“AMC Term”). The AMC Term shall be automatically renewed on a yearly basis, during the Contract Period and thereafter, unless otherwise decided by NABARD by giving a 30 days’ prior written notice to the Bidder. AMC Services shall be available for user Support during working hours - 9 am - 6:00 pm (Monday - Friday) on premise and 24/7 email and call support (including monitoring of batch jobs)

The AMC Services shall include but not limited to expert onsite support, program modification as may be necessary, component replacement and associated efforts. Details are provided in Clause 4.2.15

4.1.8. The Services shall be rendered by the Bidder in accordance with the Business Requirements Document, Technology Architecture, Data Warehouse architecture, the process flow documents of the DMABI Solution along with the other documents related to the Services and Deliverables provided by the Bidder and as per the requirements of NABARD.
4.2. Detailed Scope of Work

The diagram, indicatively, the architecture of the proposed DMABI Solution of NABARD. Bidder may take this diagram as only indicative, suggest an architectural solution which is appropriate and fit for purpose after comprehensive understanding of understanding of NABARD’s policy, strategy, functions and operations.
This architecture diagram is only illustrative. Reporting will be mostly on structured data.

4.2.1. Technical Requirements

NABARD intends to build a scalable Data Management and Business Intelligence solution with the following objectives

Data Acquisition: Build a scalable system for enterprise deployment on Data Extraction, Transformation and Loading (ETL) including those from regulated RFIs, and such other clients as required by NABARD for fulfilling its current and future operations. We expect the solution to scale-out.

4.2.1.1. Data Cleansing and Standardisation: Build sophisticated data profiling, cleansing and enrichment capability before loading into the data warehouse.

4.2.1.2. Data Warehouse: Build an Enterprise Data Warehouse that holds integrated, detailed, summarized data that satisfies NABARD’s requirements. The choice of the database for the data warehouse will be made through the RFP process.

4.2.1.3. Business Intelligence: Build consistent and business driven reporting, ad hoc reporting, dashboard and scorecard capabilities.

Power BI is the tool for reporting and visualization.

We will be using PowerBI Pro and cost for required licences will borne by NABARD.

4.2.1.4. Metadata Management: Build strong metadata capability to standardize the definitions, data lineage and publish them for consistent usage of the data.

4.2.1.5. Data Governance: Build a strong data governance capability to define, monitor and control the changes to the data across the DMABI Solution.

4.2.1.6. Security & Accessibility: Build and integrate security and accessibility capabilities for the DMABI Solution with NABARD’s existing security and accessibility processes.

4.2.1.7. Operational Data Management: Provide an operational data store that contains data for at least past 6 months. The Bidder must however estimate the past data requirement for ODS to ensure that the SLAs are met for the same.

4.2.1.8. Master Data Management: The DMABI Solution should perform as a single repository for master data (including but not limited to customer, product, location, employee) for any analytical systems.

The details of technical requirements from each of the components is given in Appendix III.

4.2.2. Extraction, Transform & Load

4.2.2.1. The Bidder shall be responsible for successful analysis, design, development, implementation and maintenance of ETL Programs from the data sources specified in Appendix I & II.
4.2.2.2 The Bidder shall factor all effort to liaise, interact, develop tools, correspond with the source system vendors to obtain the data as desired by the DMABI Solution.

4.2.2.3 The Bidder shall study the data sources, analyse the underlying data for meeting NABARD’s requirements and define the data acquisition strategy.

4.2.2.4 The ETL Program / jobs should be scheduled to run automatically on a periodic and ad hoc basis.

Most of the data feeds will be extracted at daily frequency.

4.2.2.5 The ETL Program should interface with the source systems and downstream consumers of data. The Bidder shall provide a document mapping the source data elements to the target database as identified in the physical data model and also specify the transformation required before the data is loaded into the target database. The document will specify the time window available for loading different source data, the extraction strategy, upload strategy and frequency of the update.

Downstream - Reports, Data mining
Consumption patterns expected - Adhoc Queries, Reports, Data mining use cases.

4.2.2.6 The Bidder shall deliver a mapping document with the following details:

4.2.2.6.1 Identification of table name, column name, data type, length, target column, source system, source table / file, source column / field and transformation required

4.2.2.6.2 Initial data migration of historical data into the data warehouse

4.2.2.6.3 Procedures required to be instituted at the source systems

4.2.2.6.4 Staging processes, cleansing and transformations required

4.2.2.6.5 Data integrity rules

4.2.2.6.6 Decisions about incremental load or full refresh

4.2.2.6.7 Data staging audit specification (content / lineage audit)

4.2.2.6.8 Identification of real time, batch, push/pull mechanism

4.2.2.7 The data acquisition system should consider mechanism that does not impact the performance of the source systems from which data is extracted from the data warehouse.

4.2.2.8 There should be minimal impact on the source systems due to ETL jobs.

4.2.2.9 The Bidder shall also ascertain the time lag with which data is available in data warehouse. The Bidder shall design the solution to meet the refresh requirements driven by business requirements for each information need.
DMABI Solution

4.2.2.10 The Bidder shall propose the solution in their response identifying the data latencies for various subject areas at an entity level based on the business requirements.

4.2.2.11 The ETL Program should include tools and technologies that support change data capture, data extraction, data transformation and data loading before populating the data warehouse / ODS.

4.2.2.12 The ETL Program should support mixed workloads as per the volumes indicated in the RFP.

4.2.2.13 The ETL Program should have declarative design i.e. enable designers to specify what they want accomplished with their data, while the tool generates details of how to perform the task.

4.2.2.14 The ETL Program should have capability to achieve modularity, flexibility and extensibility.

4.2.2.15 The ETL Program should include support for three styles of data integration: data-based, event-based, and service based.

4.2.2.16 The ETL Program should support Spark, Spark Streaming, Kafka, Cassandra, Hive, HDFS, Sqoop, Hbase.

4.2.2.17 The ETL Program should act as a primary unit for every administration and management need.

4.2.2.18 The ETL Program should deliver team-based development features for configuration management and version control built on the foundation of a shared, single robust repository.

4.2.2.19 ETL Program should have incremental refresh capability to allow only data that has been changed.

4.2.2.20 The ETL Program should have metadata centric approach – ability to automatically capture data structures of source and target systems, provide impact analysis and handle change management.

4.2.3. Data Quality & Governance

4.2.3.1 The Bidder shall propose a solution addressing the following requirements:

4.2.3.1.1 Cleansing any data errors through an automated process

4.2.3.1.2 Solution should have the features of data profiling, data cleansing, standardization and deduplication.

4.2.3.1.3 Ability to Govern – Monitor Effectiveness and resolve Problems

- Identify and validate data contents and apply extended rules from profiling and auditing
- Validate data against business rule checks and publish results to data quality dashboard. Validation rules will be finalized at the time of requirement gathering.
- Data items identified as exceptions can be exposed to a dashboard
4.2.3.1.4 Ability to Match – Identify and merge duplicates

- Pre-packaged solution for address verification
- Provides address standardization and enhancement

Generates a latitude/longitude coordinate for any address worldwide with built-in geocoding to attach a location to a correct address. Any reference data for validating the geocode will be subscribed by NABARD.

4.2.3.1.5 Ability to Standardize – Drive conformance to standards

- Results from parsing and standardization presented to easily understandable graphical dashboard
- Users can create, manage, modify reference data lists for data standardization

4.2.3.1.6 Ability to Profile – Quickly understand data content

- Pattern profiler to check for pattern inconsistencies
- Max/min profiler to check for outliers
- Frequency profiler to determine value frequencies

4.2.3.1.7 The solution implemented by the Bidder should adhere to the Government of India Data Governance Quality Index in terms of:

- Data Generation: To be able to identify specific data requirements in order to exhaustively capture data on inputs, outputs and outcomes at different levels. It excludes the Data Generation Component covered under DGQI.
- Data Quality: Processes for scientifically and statistically evaluating data are in place to ensure that the required quality benchmarks are met.

The details regarding GoI’s DGQI are available at the following link: https://dmeo.gov.in/sites/default/files/2021-03/DGQI_Toolkit.pdf

4.2.3.1.8 Use of Technology: Leverage emerging technologies while maximizing use of existing platforms and alternative data sources at all stages from data generation to data-dissemination.

4.2.3.1.9 Data Analysis, Use and Dissemination: Maximize the use of available data to generate insights and institutionalize processes for its use in policy making.

4.2.3.1.10 Data Security and HR Capacity: Ensure that capacity building activities are conducted for enhancing data analytics capabilities of the officials.

4.2.3.1.11 Data Management strategy, covering steps for managing data across various stages from generation to its use.

4.2.3.2 The deliverables include:

4.2.3.2.1 Data quality assessment plan and results document.
DMABI Solution

4.2.3.2.2 Pilot results indicating business rules, thresholds to be applied, the statistical confidence of the rule, precedence in data correction for the source system, etc.

4.2.3.2.3 Centralized data dictionary in a portable format such as CSV file or other format as advised by NABARD.

4.2.3.2.4 Data quality reports for NABARD for master data as well as transaction data, if necessary by engaging independent experts.

4.2.3.2.5 Source system wise report of data cleaned by Bidder for which NABARD has to take data cleaning decision.

4.2.4. Operational Data Store

Operational Data Store (ODS) will be an integrated database of operational data mainly for operational reporting. The data could be more granular than the data warehouse and will consist data for up to 6 months. It will allow perform relatively simple queries on a small amount of data. It only contains active current snapshot of the data from various sources. Finally, ODS may be updated many times during the day.

The data in ODS for recent 6 months should be at finer granularity to enable detailed reporting. The data in the data warehouse can be more coarse.

Bidder to suggest Type of target used for ODS and EDW.

4.2.5. Enterprise Data Warehouse

The Bidder shall meet the following requirements for the Enterprise Data Warehouse:

4.2.5.1 The data model of the Enterprise Data Warehouse should provide entities and attributes to store information required in the business requirements.

4.2.5.2 The data model should be easily extensible without impacting the integrity of the model.

4.2.5.3 The data model should be documented with data dictionary, attribute definition, entity definition and data types of all the attributes.

4.2.5.4 The Enterprise Data Warehouse should store granular details as required by the business requirements and aggregated / summarized data as needed for decision making by NABARD.

The Enterprise Data Warehouse should keep at least last 5 years of data online. The database for the DW should support many data types and data models viz. relational, JSON, graph, spatial, text, OLAP, XML.

The database should support concurrent data (about 30 concurrent connections) loading without compromises for batch and trickle loading. There could be some adhoc data mining use cases. The design of the ETL jobs / schedule will be the prerogative of the successful bidder / vendor. Bidder may suggest appropriate architecture accordingly.

The database should support Query re-write to transparently utilize summary tables.
4.2.5.5 The database support Star-schema query optimization with bitmap (or similar) indexing. NABARD expects the Bidder to propose a solution with last 6 months of data on Operational Data Store (ODS) for operational reporting. The data in ODS can be in third normal form.

4.2.6. Data Mart

As part of operational efficiency, departmental confidentiality and functional independence, NABARD envisages creation of data marts as a independent self contained and autonomous subset of the enterprise data warehouse. As part of the deliverables under this the Bidder shall deliver:

4.2.6.1 The structural diagram and the process flow of data marts
4.2.6.2 The mapping of the data marts to the the EDW data points
4.2.6.3 Update, access, security and other architectural requirements for such data marts
4.2.6.4 Design of reports, visualization and distribution of the outputs
4.2.6.5 Data mart level deployment of analytics and other data technologies
4.2.6.6 Support enhancement and review of the quality and contents of the data mart

4.2.7. Data Lake

The data lake enables NABARD to store structured, semi-structured, unstructured and stream data. The data can be consumed for historical as well as real time analytics. The following are the requirements from data lake:

4.2.7.1 Serve as a system or repository of data stored in its natural format.
4.2.7.2 Single store of all enterprise data, including raw copies of source system data
4.2.7.3 Should have the capability to include structured data from relational databases (rows and columns), semi-structured data (CSV, logs, XML, JSON), unstructured data (emails, documents, PDFs), and binary data (images, audio, video)
4.2.7.4 Provide sufficient data storage to store all of the data of NABARD
4.2.7.5 Provide full metadata to manage all types of data-related elements, including data sources, data formats, connection information, data schemas, and permission management capabilities
4.2.7.6 Provide diverse analytics capabilities, including batch processing, interactive analytics, and machine learning, along with job scheduling and management capabilities
4.2.7.7 Provide comprehensive capabilities for data retrieval and publishing
4.2.8. Integration with ENSURE: Existing Reporting Solution

At present, NABARD uses a platform called ENSURE (ElectroNic SUbmission of REturns) for collecting, processing and reporting information using data submitted by Client Institutions known as RFIs (Rural Financial Institutions) and some of the internal departments of NABARD. The solution has been developed using webforms for data collection, SQL Server as the database and Business Objects as the reporting tool. Since the current data entered is through webforms or excel file upload, NABARD wants tighter control on the integrity of the data by extracting data where possible from the IT systems (including core banking systems) of the Client Institutions. The platform provides for regulatory reporting. The platform currently captures data relating to 228 returns for use of 17 departments and generates approximately 411 reports using other logic and combinations. This is one of the Business Critical solutions and given that the existing functionalities of ENSURE has a number of commonalities with the mandate of the proposed DMABI solution, it is required that the functionality of ENSURE be subsumed into the DMABI solution on a top priority basis to enable subsequent decomissioning of ENSURE. The frequency of data capture can vary from daily to quarterly.

This integration shall entail the following activities:

- Study of the existing reports in ENSURE
- Identify data items
- Study of the CBS of the Client Institutions which are managed by different vendors. Currently, the PACS are not included.
- Identification of data gaps, and possible improvements, if any
- Conduct data quality checks
- Scheduling of extracts for data available in Core Baking Solution
- Design of web forms for data not available in Core Banking Solution
- Implementation of ETL for Automated Data Flow into Data Warehouse
- Reconciliation of data with logs
- Development of Reports

NABARD intends to put in place ADF as the preferred architecture for all the Data collection and reporting, beginning with ENSURE data on a priority basis, especially for the regulatory reporting. It is clarified that the client institutions and the feeder departments are at different level of digital maturity and hence, the end state architecture may have to be implemented in multiple stages.

The actual reports to be deployed will be shared at the time of the project execution. Extra reports, if any, may form part of Change Requests.

NABARD currently does not have an XBRL solution.
**4.2.9. Data Archival**

Data should be archived in such a way as to ensure that there is no loss of data and it must be possible to restore the archived data for specific queries by NABARD's users. The Data Warehouse will store data for history of 5 years. Data beyond 5 years will be kept as part of Archival. Vendor may suggest good practice of data archival process.

NABARD envisages scaling up of cloud usage in the near future. As part of this solution, the Bidder is expected to provide guidance and required to furnish a cost benefit analysis on an annual basis incorporating on premise versus cloud storage and archival solutions to enable NABARD arrive at the appropriate decision by utilizing archived data in less expensive media.

The technical specifications of the data archival solution are below:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Features</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Backup data collection and consistency check</td>
</tr>
<tr>
<td>1</td>
<td>The proposed solution should be able to archive and restore terabytes of data with minimum operational downtime</td>
</tr>
<tr>
<td>2</td>
<td>The proposed solution should provide tools to do consistency check on the collected legacy backup data backed up in different formats and on different media</td>
</tr>
<tr>
<td>3</td>
<td>The proposed solution should be able to maintain one set of consistent backup copy received from data warehouse solution</td>
</tr>
<tr>
<td>4</td>
<td>Maintain the time related details and should seamlessly integrate with previous versions of archived data</td>
</tr>
</tbody>
</table>

**Data Conversion and Archival**

|       | The proposed conversion tools should connect to any ODBC database on Windows, Linux, AIX, Unix etc. |
| 1     | Convert data from the backup provided by the data warehouse solution (the backup can be on any media, platform and any backup software) |
| 2     | Convert data from backup data provided by data warehouse solution over FPT transfer |

**Data Uploading on Centralized Server**

|       | Ability to upload desired uniform archival data on centralized server at Data Center |
| 1     | Ability to integrate the new converted uniform data into previous uniform data without duplications, deletions of old data |
| 2     | Ability to create desired uniform archival data on tape libraries |

**Data Retrieval Software**

|       | The data retrieval software should be the same for all backed up data |
| 1     | The proposed data retrieval software should execute on versions of operating systems |
| 2     | The proposed data retrieval tools / software should generate reports as desired by NABARD (customizable) |
| 3     | The proposed solution should have password / access right mechanism to restrict access to the solution by authorized users only |
## DMABI Solution

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>The proposed solution should view and have option of printing customized reports in all the modules</td>
</tr>
<tr>
<td>6</td>
<td>The proposed solution should provide search / sort on display information specifying parameters</td>
</tr>
<tr>
<td>7</td>
<td>NABARD users on the corporate network should be able use the proposed data retrieval software at centralized location and view, print and download the financial / non-financial data in popular formats like XML, ASCII text, Adobe PDF, MS Word, MS Excel.</td>
</tr>
<tr>
<td>8</td>
<td>The proposed data retrieval software shall run from the centralized location</td>
</tr>
<tr>
<td>9</td>
<td>The proposed data retrieval software at centralized location should provide uniform access the data (converted and uploaded on centralized server in uniform read only format) of all the branches</td>
</tr>
<tr>
<td>10</td>
<td>The proposed data retrieval software at the centralized location should be a web based solution</td>
</tr>
</tbody>
</table>

### Archival Information

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The proposed archival solution should be able to archive and restore seamlessly across all components of the data warehouse solution</td>
</tr>
<tr>
<td>2</td>
<td>The archival solution should support different data including that below:</td>
</tr>
<tr>
<td></td>
<td>- Structured and unstructured data</td>
</tr>
<tr>
<td></td>
<td>- Source data files</td>
</tr>
<tr>
<td></td>
<td>- Data warehouse</td>
</tr>
<tr>
<td></td>
<td>- ODS</td>
</tr>
<tr>
<td></td>
<td>- DQ Store</td>
</tr>
<tr>
<td></td>
<td>- All data marts and downstream files</td>
</tr>
<tr>
<td></td>
<td>- Reports, dashboards, query data, etc.</td>
</tr>
</tbody>
</table>

### Data Archival

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Low priced data storage architecture</td>
</tr>
<tr>
<td>2</td>
<td>Data at rest automatically encrypted</td>
</tr>
<tr>
<td>3</td>
<td>Seamless integration with hot and cool storage tiers</td>
</tr>
<tr>
<td>4</td>
<td>Deploy on cloud if necessary to ensure portability, economy and usage with emerging technologies for analytics, AI and ML</td>
</tr>
</tbody>
</table>

### 4.2.10. Hardware / Software

#### 4.2.10.1 NABARD has made investment in Nutanix Acropolis hypervisor Version 5.15.3. It is expected that Bidder offers solutions that leverages the existing investment. However, the Bidder shall ensure the DMABI Solution is adaptable to any other system implemented / to be implemented by NABARD on its systems and for infrastructure platform. Additionally
keeping the benchmarking exercise in view, the Bidder shall be expected to advise and incorporate on enhancement to existing system, if any.

4.2.10.2 If an appliance is proposed as part of the DMABI Solution, there must be adequate CPUs, memory and storage available to accommodate the sizing and growth aspirations of NABARD during the Contract Period.

Bidder may plan for growth at the rate of 20% per year.
Bidder is expected to provide sizing.

4.2.10.3 The Bidder needs to size, supply, design, commission and maintain the related software and the incremental hardware, if any, for all the applications for the Contract Period as per the RFP.

4.2.10.4 The Bidder is required to size for adequate hardware based on the volumes for the DMABI Solution and other applications. NABARD would like to stagger the deployment of the hardware resources in two stages. In stage 1, the initial hardware deployed should be capable of handling the first three years of load and volume or till completion of implementation of the DMABI Solution, whichever is later. As part of stage 2, after completion of 3 years, the Bidder shall ensure that appropriate hardware and other resources are sized based on projected load, volume and performance criteria for the next 2 years.

4.2.10.5 The Bidder shall procure third party hardware or software subject to prior written approval of NABARD. In case of any conflict of interest for the Bidder in relation to the supplier of relevant hardware or software, the Bidder shall disclose such conflict of interest in writing to NABARD prior to procurement. NABARD shall have the sole right to approve or reject a supplier at its discretion, and further shall have the right to prescribe a procurement process which may include reverse auction.

4.2.10.6 NABARD may, in its sole discretion, choose to procure licenses for third party software as required for implementation of the DMABI Solution. In such instance, NABARD shall have the right to set off the costs incurred by NABARD in procuring the relevant license from any amounts payable by NABARD to the Bidder based on the bill of material.

4.2.10.7 The Bidder shall ensure, document and present continuous improvement and competitive best practice strategy and shall on a regular basis (at least annually) consider whether new technologies, software, or necessary and supporting hardware may exist which would improve the performance and efficiency of the DMABI Solution. In the event more efficient technology, software or supporting hardware comes into use during the implementation of the DMABI Solution, the Bidder shall, at its own cost, implement and integrate with the existing hardware and software of NABARD, such additional software and supporting hardware, as may be necessary for implementation and integration of the DMABI Solution. If any software or supporting hardware proposed to be incorporated as part of the DMABI Solution becomes obsolete or otherwise not part of standard industry practice during the course of implementation of the DMABI Solution, the Bidder will be required to replace such obsolete software or supporting hardware, at no cost to NABARD. In the event any new or more efficient technology, software or supporting hardware comes into use during the Contract Period but after the implementation of the DMABI Solution, the
Bidder shall implement such new or more efficient technology, software or supporting hardware as mutually agreed and acceptable to NABARD and on mutually agreed terms and conditions between NABARD and the Bidder.

4.2.10.8 The Bidder shall be responsible for smooth operation of the DMABI Solution from the angles of sizing, integration and fail over. For this purpose, as mentioned earlier, coordination and collaboration with the NABARD’s existing hardware supplier(s) and system integrators(s) may be necessary and the Bidder shall provide the necessary knowhow and manpower for ensuring this. The necessary configuration should be benchmarked to “highly available”. The configuration should be such that there is equitable distribution of the load in the configuration and if a failover occurs then the server running should be able to take the full load. The hardware sized for all the applications forming part of the DMABI Solution should be redundant and scalable. Should there be a hardware failure, the failed component should be replaced or fixed in less than 30 minutes.

4.2.11. Training and Knowledge Transfer

4.2.11.1 The data model of the Enterprise Data Warehouse should provide entities and attributes to store information required in the business requirements. The data model of the Enterprise Data Warehouse should provide entities and attributes to store information required in the business requirements.

4.2.11.1.1 Functionality available in the DMABI Solution (BI, DW, Reporting, OLAP, data mining, etc)
4.2.11.1.2 Customization: design, development, deployment and review
4.2.11.1.3 Parameterization
4.2.11.1.4 Extraction, Transformation & Load techniques
4.2.11.1.5 Impact analysis
4.2.11.1.6 Auditing techniques
4.2.11.1.7 Advanced user training
4.2.11.1.8 Advanced trouble shooting techniques
4.2.11.1.9 Deployment of various packages as part of the DMABI Solution
4.2.11.1.10 Techniques for generation MIS / EIS reports from the DMABI Solution provided
4.2.11.1.11 Use of all the auditing tools provided
4.2.11.1.12 Advanced training on the operating systems, database systems and network systems to be used by the DMABI Solution
4.2.11.1.13 Training on creating new reports and modifying existing reports
4.2.11.1.14 Log analysis and monitoring
4.2.11.1.15 Incidence analysis and reporting
4.2.11.2 NABARD will be responsible for identifying and nominating appropriate personnel for training. The Bidder shall be responsible to install required applications / systems, training server at the Data Center and also ensure connectivity to the training server for the purpose of training at the Head Office and NABARD training centers. This will be at no cost payable by NABARD. The training hardware at the Data Center should support a minimum of 30 concurrent users.

4.2.11.3 The Bidder shall be responsible for providing users with requisite training material in both hard and soft copies for the core team / implementation training, technical training, end user training and train the trainers. The onus of preparing the training material will be on the Bidder.

4.2.11.4 Bidder shall provide the following training:

4.2.11.4.1 End – user training
4.2.11.4.2 System administrator training
4.2.11.4.3 Top management training
4.2.11.4.4 Version upgrade training

4.2.11.5 The Bidder shall also prepare and maintain detailed online training modules. The training should be based on specific use cases, functions and departments of NABARD. The training modules shall contain audio visual modules, gamifications, quizzes, periodic testing and responses to frequently asked questions with search facility. The Bidder shall be responsible for updating and enhancing the contents and the user interfaces from time to time based on feedback from users and functional departments in NABARD.

4.2.11.6 As part of the knowledge transfer, the Bidder shall handover to NABARD all Documentation pertaining to the DMABI Solution and all components including source code thereof.

4.2.11.7 The Bidder's obligation to transfer knowledge and know how pertaining to the Project shall be deemed discharged only upon issuance of the completion certificate by NABARD. NABARD has training centres at Lucknow, Kolkata and Mangalore. The training would be either Online or Offline and number of batches may be 4.

4.2.12. DMABI Service Desk and Managed Services

4.2.12.1 The Bidder shall procure, implement, commission and maintain an IT service desk at NABARD Head Office, Mumbai along with the necessary issue logging tool (“IT Service Desk”). NABARD will provide the necessary seating space, furnishing, desktops, electrical connections for the same along with PSTN telephones with STD facility etc. The Bidder should provide and quote for all other equipment in order to make the IT Service Desk operational. The IT Service Desk should act as a single point of contact for all users of the DMABI Solution whether for service requests, incidents
or problems. It should encompass helpdesk, asset management and vendor management. In addition, it should offer a focused approach for delivering integrated service management. It should provide an interface for other functions in IT Services Continuity Management like maintenance contracts, software licenses, Service Level Management, Availability Management, and Financial Management. Wherever necessary and feasible in a time bound manner, the DMABI service desk shall be integrated with overall NABARD IT service desk.

4.2.12.2 The Bidder shall provide efficient and prompt solutions to operational problems of end users concerning the application systems and IT infrastructure. The Bidder shall maintain and keep updated an organised database of the problems and issues arising in relation to DMABI Solution, resolution methods, timelines and resources required in relation thereto. Bidder shall implement effective helpdesk management procedures to leverage the knowledge gained in providing faster and better solutions, create knowledge bases and prevent recurrence of problems.

4.2.12.3 The Bidder shall provide support services set out above in respect of the DMABI Solution in the manner and as per the service levels as tentatively set out in the form of the SLA attached hereto as Annexure XVI. The said form of the SLA attached as Annexure XVI is an indicative service level agreement proposed to be executed with the selected Bidder, however, the selected Bidder shall be required to provide support services as contemplated herein basis the SLA as shall be finalised and executed between the selected Bidder and NABARD at the time of the execution of the Contract.

4.2.13. Business Requirements and Initial Use Cases

4.2.13.1 Creation of Master Data

The Bidder shall create master data for Borrower, Product, agency (supervised entity), region, activity, fund and special projects. This master data needs to designed such that they may be referred across NABARD (including subsidiaries and training establishments) in a consistent manner. This master data will serve as a golden copy of the corresponding entity and should be integrated with all downstream applications of the DMABI Solution. The Bidder shall identify the gaps and inconsistencies in the way the data pertaining to these entities are currently maintained. The master data should include transactional and behavioral attributes that would enable targeted interactions and better customer experience. Bidder may use MDM solutioning to identify duplicates and merge to generate golden copy.

4.2.13.2 MIS / Dashboards requirements including Visualisation, Display and User Interface

NABARD has taken a decision to use Microsoft PowerBI (associated with Office 365 which does not differentiate Power users from other licensed users) as a Business Intelligence tool for the DMABI Solution. Currently, there are no users. The expected number of users will be approx. 100. NABARD proposes to leverage PowerBI for BI/Analytics and procure
DMABI Solution

required licenses. As such, Vendor need not provide for any cost for required BI licenses and sizing of BI solution.

The Bidder shall set up a reporting framework that would deliver reports across multiple file formats, dashboards and alerts to the business users. NABARD should be given the ability to redefine report formats as needed. The end users should be enabled to filter, sort and drill down in to reports. The DMABI Solution must be capable of disseminating reports to the respective users via auto-schedulers. Typical reports to be delivered by Bidder include:

4.2.13.2.1 Enterprise Dashboards: These are dashboards made available to the respective users for overall monitoring.

4.2.13.2.2 MIS Dashboards: These are dashboards for overall MIS requirements. These dashboards must be designed and implemented for users in Head Office, Regional Offices, DDM Offices, subsidiaries and training establishments.

4.2.13.2.3 Scheduled Reports: These are simple tabular reports used for operational reporting. These would be standard pre-packaged reports generated at pre-defined frequencies.

4.2.13.2.4 Ad hoc reports: The Bidder must be able to provide reports requested by users with a need for custom views or non-standard report generation times. This is applicable for all types of reports mentioned in this RFP.

4.2.13.2.5 Analytical Dashboards: The Bidder shall provide pre-built dashboards across multiple business areas for review by senior business executives. These dashboards would typically cover business performance across various segments, geographies and departments. These dashboards must be designed and implemented for users in head office, regional offices, DDM Offices, subsidiaries and training establishments.

4.2.13.2.6 Alert Management: We don’t have any alert management tool currently. The entire user group of the DMABI Solution would need alerts thru emails based on technical and business events. The System should have the ability to manage different types of alerts based on thresholds, priority and frequency for alert generation. The details of alert rules will be shared as part of the requirements. Alerts should be viewable in desktop / laptop or hand held devices.

4.2.13.2.7 Regulatory Reports: This requirement would cover all regulatory reports that need to be sent to various regulators from time to time.

The delivery of these reports should be facilitated on desktops and mobile / hand held devices (supporting iOS, Android). The reporting requirements are specified in Appendix IV. As part of the deliverables, Bidder is expected to develop 100 reports. The details of the actual reports to be developed will be given at the time of engagement.
While the actual reporting requirements are not clear, we expect the reports to mostly entail data below:

<table>
<thead>
<tr>
<th>Department</th>
<th>Measures</th>
<th>Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts</td>
<td>Receipts, Demand generated, Repayment, Loan Balances, Balance Sheet and Income Statement line items</td>
<td>Channels, Date, Product, Tranche, Loan Tenor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Flags: Loan vs. Non Loan, Principal vs. Interest</td>
</tr>
<tr>
<td>Business Initiatives Department</td>
<td>Sanctions, Disbursements, Outstanding, Exposure, Capital Funds, Provisions for NPAs, DICGC / ECGC Claims, Current Account Balance, Lending to Cooperatives, Lending to Federations,</td>
<td>Time/Date, Product, Region, Borrower, Industry</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Flag: Funded vs. Unfunded, Written Off (Y/N)</td>
</tr>
<tr>
<td>Corporate Communications</td>
<td>Number of advertisements, advertisement budget, expenditure</td>
<td>Type of advertisement, geography, channel, flags for certifications</td>
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<tr>
<td>Corporte Planning</td>
<td>Ground Level Credit – disbursement and outstanding, Conversion of Operative KCC into RuPay KCC, Conversion of Operative KCC into ATM enabled KCC, Targets and Achievements</td>
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</tr>
<tr>
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<td>Regional Office, Date of Tender, Date of Publication, Contract Date, Commencement Date, Completion Date, Nature of Work</td>
</tr>
<tr>
<td></td>
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<td>Date/Time, Scheme, geography, Unit Attributes, Product Bundle</td>
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## DMABI Solution

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<tr>
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<tr>
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<td>Disbursements, Storage Capacity Created</td>
<td>Geography, Date / Time, Scheme, Agency, Scheme</td>
</tr>
<tr>
<td>Department of Supervision</td>
<td>Loans disbursed, Short Term Loans, Cash Credit, Long Term Loans, Dues, Deposits, SLR / non-SLR securities, Schedule of Balance Sheet and Income Statements, Off Balance Sheet items</td>
<td>Time, Geography, Loan time, Deposit Tenure, Loan Tenure. Borrower category, type of security</td>
</tr>
<tr>
<td>Department of Premises, Security and Procurement</td>
<td>Expenses, Value of bills received, value of payments processed</td>
<td>Time, Geography, Expense type, Vendor details</td>
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<td>Finance Department</td>
<td>Cashflow, Interest paid, face value of security, number of units of security, value of the deal, book value, profit / loss</td>
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<tr>
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<td>Financing Source, Budget category, Date/Time, Geography</td>
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### DMABI Solution

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<th>Dimensions</th>
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<tr>
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<td>Product Bundle details, Client details, Date, Geography, Trainee Details, Training Provider Details, Course Details</td>
</tr>
<tr>
<td>Risk Management Department</td>
<td>Balance Sheet Line Items, Accrued Interest, Time delay in submission of statutory reports, Penalty Paid</td>
<td>Maturity Buckets, Instrument / Asset Type, Nature of Statutory reports, Geography</td>
</tr>
<tr>
<td>State Projects Department</td>
<td>Targets and Achievements, Benefit Measures</td>
<td>Scheme / Product, Project Details, Date</td>
</tr>
<tr>
<td>Training</td>
<td>Number of programs conducted, Training fees, Number of participants, Feedback / Performance</td>
<td>Time / Date, Participant Group, Grade Flag: Sponsored (Y/N)</td>
</tr>
</tbody>
</table>

For more details of the reporting, Appendix IV may be referred.

#### 4.2.13.3 Analytical requirements

While the reporting requirements help the users get a view of the information or status of business in hindsight, there is a need for users to identify patterns in the data. These patterns could then serve as an opportunity to optimize resources, minimize costs, better target products to the clientele, etc. These requirements could entail use of both simple and advanced quantitative techniques.

An illustrative list of analytical requirements is listed in Appendix IV. The Bidder is expected to implement 30 analytics use cases. The details of these use cases will be shared at the time of the engagement. Bidder may estimate efforts based on reasonable assumptions.

For analytical modeling we propose to use opensource technologies, until a strong case is made to use commercial software. Required hardware provisioning will be done by NABARD.

#### 4.2.14 Update, Upgrade and Enhance

4.2.14.1 During the Contract Period, the Bidder shall provide “Upgrades” and “Enhancements” to the applications, programs and software incorporated in the DMABI Solution, at mutually agreed terms and cost to NABARD. Reports beyond the agreed scope of 100 reports will be treated as a Change Request.

4.2.14.2 “Enhancements” shall include modifications to existing customizations, new customizations/extensions, modifications to existing configurations and new user or function specific configurations, as may be required by NABARD during the Contract Period. NABARD envisages ingestion of new data sources, creation of new reporting capabilities and new analytical capabilities.
DMABI Solution

4.2.14.3 “Upgrade” means an embodiment of a software or application that delivers substantial performance improvements, architectural changes, Bug fixes or new features and/or functionality to the software or application, and shall include updates, new versions or releases of the software or application.

4.2.14.4 To the extent that the DMABI Solution contains third party software, the Bidder shall ensure that updates or new releases of the third party software are made available to NABARD.

4.2.14.5 The Bidder shall agree with NABARD to pursue a mutual, continuous improvement and competitive best practice strategy and shall confer on at such periodicity as described by NABARD to consider whether new technologies or processes may exist which would likely either or both improve the performance of the DMABI Solution to reduce the costs associated with the DMABI Solution. The Bidder shall implement any such new technology or process as part of the DMABI Solution or allied services, and replace any technology that becomes obsolete or otherwise not part of standard industry practice.

4.2.14.6 The Bidder shall, on a quarterly basis, also update or customize the DMABI Solution, as may be required by NABARD to ensure compliance with statutory or regulatory requirements at no extra cost.

4.2.14.7 The Bidder must ensure proper maintenance and upgradation of the DMABI Solution and its relevant platform without any impact on business continuity. For this purpose, Bidder shall ordinarily provide and obtain approval of NABARD with an advance notice of 15 days in case of scheduled maintenance, and an advance notice of 24 hours in case of emergency maintenance, as the case may be.

4.2.15 Annual Maintenance Contract

The Bidder, under AMC shall provide support and maintenance services to NABARD in relation to DMABI Solution during the Contract Period and thereafter as per the terms hereof. The enhanced support and maintenance services under the AMC shall include, but not be limited to the following services:

(i) Software maintenance support
(ii) Change Management
(iii) Version Control and Management – Vendor may suggest version control tool
(iv) Database Administration
(v) DR Setup Management including DR Drills and role swaps
(vi) Operations Management
(vii) Software License Management
(viii) Security
(ix) DMABI Solution updates, patch management, security updates, data updates
(x) System documentation
(xi) Operational documents
(xii) Problem management
(xiii) Extensive MIS and reporting

Any other support and maintenance service required by NABARD which includes

The above services collectively referred to as, “AMC Services”.
The Bidder shall propose the fee to be paid for the AMC Services rendered by the Bidder, as part of the Commercial Bid (“AMC Fee”).

The AMC Fee for a renewed AMC Term beyond the Contract Period shall be subject to an increment of not more than 10% of the AMC Fee applicable to the preceding AMC Term.

During the subsistence of the Warranty Period, any AMC Services which would otherwise be covered under the Warranty as per the terms hereof, shall not be chargeable by the Bidder separately under the AMC.

4.2.16. Escalation management

The Bidder shall be responsible for designing and implementing an escalation management framework. For this purpose, NABARD shall provide and cooperate with the Bidder for access to resources, materials, personnel, information, and consents that Bidder may require in order to perform the escalation management. Bidder shall not reduce the level of maintenance support services provided during the operation of the escalation management matrix without prior written approval from NABARD.

4.3 Change in Scope

NABARD may, depending on its strategic and business requirements, decide to make modifications, alterations and additions from time to time to the Project, Services, or Deliverables of the Project. In such an event, NABARD shall provide a detailed proposal to the Bidder specifying such requested changes (“Change Request”). Bidder shall evaluate each Change Request. The rates and charges payable for executing the Change Requests shall be determined on pro-rata basis as per the rates used to determine the Contract Price. Based on this calculation, the Bidder shall submit to NABARD, a written response indicating time, material and cost for such Change Request within 3 (three) Business Days following receipt thereof (“Change Request Response”). Bidder’s Change Request Response shall include a statement of the availability of the Bidder’s personnel and resources, as well as any impact the proposed changes will have on the Contract Price, delivery dates, Deliverables of this RFP or the Contract, as the case may be. NABARD, if necessary, through a designated committee, may use its reasonable efforts to accept, reject, or propose modifications to each such Change Request Response within 15 (fifteen) Business Days following receipt thereof. The Bidder shall agree to co-operate with such committee, and furnish any further information as may be required by the committee to accept, reject or propose modifications to the Change Request Response. Upon acceptance by NABARD of a Change Request Response, the Services, Deliverables, and/or Project shall be amended by means of a written, jointly executed addendum to the Contract, which shall be considered as an integral part of the original Contract. In the event NABARD rejects a Change Request Response, NABARD shall be entitled to appoint or engage any third party service provider in respect of the Change Request. The Bidder shall agree to co-operate with such third party service provider as per terms of Clause 11.16.
DMABI Solution

For the purpose of this Clause, any Upgrade or Enhancement, as defined under Clause 4.2.13, in relation to the DMABI Solution or any AMC Services required to be rendered by the Bidder shall not be deemed to be modifications, alterations and additions to the Project, Services, or Deliverables of the Project requiring a Change Request to be made by NABARD. All Upgrades, Enhancements and AMC Services shall be undertaken by Bidder at its own cost, as per the terms hereof. Bidder may include the cost of AMC and associated costs in the commercial bid.

Since the Contract Price is determined mutually by parties, any payment to be made for any Change Request will be determined on a pro-rata basis as per the mutually decided Contract Price.

4.4 Executive Summary of the Bidders Response

The Bidder in the Executive Summary must furnish synopsis of their responses to the RFP in not exceeding 15 pages. The Bidder must give a brief write up relating to their capability, past experience as system integrator as well as of other consortium members’ OEMs in implementing the Enterprise Data Warehouse solution. The Executive Summary will consist of the following broad heads:

4.4.1 A synopsis of the understanding of the business requirements

A diagrammatical and brief explanation of the architecture of the proposed solution including decision making, business analytics, reports and ADF including security architecture. The ADF architecture should cover (1) NABARD to RBI; and (2) Supervised entities to NABARD.

4.4.2 The hardware and software requirements, data models, technologies, data management, storage, backup, recovery, etc.

4.4.3 The proposed software, their suppliers and past successful deployments

4.4.4 The ETL architecture, their compatibility with business requirements, especially in relation to integration with RFIs (Rural Financial Institutions), IT systems and existing NABARD systems such as CLMAS and ENSURE.

4.4.5 Data Quality and the ability of the proposed solution and tools to ensure the same.

4.4.6 Deployment of data mining, business intelligence, analytical technologies and MIS tools to achieve the objectives of this RFP.

4.4.7 Any other relevant recommendation that the Bidder has to make.
5. Response to RFP

5.1. Bidder’s Response

5.1.1. Preparation of Bids

The Bidder must use the entire information furnished in the RFP including scope, detailed requirements, functional and technical specifications, other annexure, other appendices and other terms and conditions to submit their response. The Bidder is expected to examine all instructions, forms, terms, and specifications in the RFP.

The Bidder has to submit the response to the RFP by way of a Bid comprised of:

5.1.1.1. Technical Bid indicating the response to the technical requirement specifications and functional requirement specifications
5.1.1.2. Commercial Bid furnishing all the relevant information as required as per Bill of Material

The Bidders must submit two sets of both Technical Bids and Commercial Bids. The copies of the Bid constitute duplicate hard copies of the Bidder submissions and shall be used for reference in case there is any discrepancy in the set originally submitted by the Bidder. The Bid either technical or commercial, submitted cannot be withdrawn / modified after submission of Bids. The Bid must be submitted in hardcopy and softcopy as mentioned above in MS Word and MS Excel in font size of 12. Provided however, notwithstanding the foregoing, the Commercial Bid shall only be submitted in hard copy form and submissions of the Commercial Bid shall not be permitted in soft/digital form. Failure to furnish all information required as per the RFP or submission of Bids not responsive to the RFP in every respect will be at the Bidder's risk and shall be liable for rejection by NABARD.

5.1.2. Numbering of Pages

The pages of the Bid including Brochures are to be numbered as Page ___ (current page) of ___ (total pages) in a serial along with proper index. The numbering shall be done separately for Technical Bid and Commercial Bid, and not section-wise. The incomplete Bid, conditional Bid, Bid not conforming to the terms and conditions and/or Bid not submitted as per the terms of the RFP are liable for rejection by NABARD.

5.1.3. Authorized Signatory

The Bidder shall submit the Bid authenticated by an authorized person from any of their offices in India, preferably from an office of the Bidder located in Mumbai (a certified copy of the letter of authority/board resolution in this regard shall be furnished along with the Bid). The Bidder’ authorized signatory shall authenticate by sign and seal, each page of the Bid in original and photocopies including brochures / pamphlets / write-up etc. Bids with eraser / over writing / cutting are liable to be rejected. If required, the corrections can be made by scoring out entries and writing afresh and the authorized signatory should authenticate such corrections.
Since the Bid has to be submitted in hard copies, NABARD will require wet signatures on the hard copy. However soft copy of the Technical Bid may be forwarded to ddmabi@nabard.org by the authorized signatory from corporate email id of the bidder by close of Business Hours on the next day of opening of Technical Bids.

5.1.4. Cost of Preparing the Bids

The cost of preparing the response to this RFP and submission of the Bid will be borne only by the Bidder and NABARD will not be liable for payment of any such costs, regardless of conduct or outcome of the bidding process.

5.1.5. Clarification on RFP document

The Bidder shall carefully examine and understand the specifications / conditions of the RFP, intent of the RFP and seek clarifications in accordance with the RFP, if required to ensure that they have understood all specifications / conditions / intent of RFP for implementing the DMABI Solution in total.

The Bidder in all such cases must seek clarification in writing in the same serial order of that of RFP by mentioning relevant page number and clause number of RFP and such clarifications should be sought, by submitting a list of queries as per Annexure XVIII – Query Format in writing to NABARD on or before 5:00 PM on 17 January 2022.

All clarifications/queries on the RFP are to be in writing and are to be addressed to ddmabi@nabard.org.

5.1.6. Pre Bid Meeting

NABARD shall hold a pre-bid meeting at 11.00 am on 10 January 2022 to clarify the queries raised by the Bidders. No change in date and time will be entertained and NABARD will hold the meeting even if some Bidders to choose to be absent or are unable for any reason to be present during the meeting. No individual consultation shall be entertained and no clarifications other than those sought during or before the above meeting shall be entertained. No oral consultation other than during meeting will be entertained.

The clarifications of NABARD including the queries raised by Bidders would be posted on the Bank’s website (www.nabard.org) and these will be binding on all Bidders and such clarifications will be deemed to form part of RFP. The Bidders must note to give their responses by taking the clarifications given by NABARD also into consideration.

The response to the Bid should not carry any sections like clarifications, ‘as orally told’, ‘to be discussed’, interpretations, assumptions and/or conditions. With the submission of the Bid, the Bidder acknowledges that they have carefully studied and understood the RFP in complete.

5.1.7. Addendum to RFP

NABARD may modify the RFP by issuing addenda for any reason, at any time prior to final date of submission of response to RFP. The addendums to the RFP as issued from time to time would be posted on the Bank’s website
DMABI Solution

(www.nabard.org) and these will be binding on all Bidders and such addendums will be deemed to form part of RFP.

5.1.8. Normalizations of Bids

NABARD may go through a process of technical evaluation and normalization of the Bids to the extent possible and feasible to ensure that the Bids submitted by the shortlisted Bidders are more or less on the same technical ground. After the normalization process, if NABARD feels that any of the Bids needs to normalized and that such normalization has a bearing on the price Bids; NABARD may at its discretion ask all the technically shortlisted Bidders to resubmit the technical and Commercial Bids once again for scrutiny. The re-submissions can be requested by NABARD in the following two manners:

5.1.8.1. Incremental Bid submissions in part of the requested clarifications by NABARD; or

5.1.8.2. Revised submissions of the entire Bid in the whole.

NABARD can repeat this normalization process at every stage of Bid submission till NABARD is satisfied. The shortlisted Bidders agree that they have not reservation or objection the normalization process and all the technically shortlisted Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their cooperation to NABARD during this process. The shortlisted Bidders, by submitting the response to this RFP agree to the process and conditions of the normalization process.

5.1.9. Language of the Bid

Both technical and Commercial Bids shall be submitted in English language in font size of not less than 12 in two original sets along with soft copies, as per this RFP. Provided however, notwithstanding the foregoing, the Commercial Bid shall only be submitted in hard copy form and submissions of the Commercial Bid shall not be permitted in soft/digital form.

5.1.10. Validity of Bids

The Bids shall remain valid for a period of 180 days from the last date of opening of Commercial Bids. All responses including Commercial Bids and Technical Bids would be deemed to be irrevocable and unconditional offers / proposals from shortlisted Bidders and shall, if accepted by NABARD, deemed to form part of the final contract between NABARD and the selected Bidder. NABARD may notify extensions of the Bid validity period, if required at its sole discretion prior to the date of Bid submission.

5.1.11. Consortium Details

Where a consortium is proposed to Bid for the RFP, the members of the consortium shall designate from among them a ‘Prime Bidder’ who shall be the single point of contact for and on behalf of the consortium. The Prime Bidder should be fulfilling the eligibility criteria, as stipulated in Annexure – III. NABARD will deal with only the Prime Bidder as a single point of contact. The Bid would be considered a consortium Bid if the Prime Bidder is proposing (as part of the DMABI Solution) some products / services that are not owned by such Prime Bidder.
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Payment will be made to the Prime Bidder on behalf of the entire consortium. Once the payment is made to the Prime Bidder, the other members of the consortium shall not have a claim against NABARD.

In the case of a participation as a consortium, the following rules will be applicable:

5.1.11.1 The Prime Bidder is required to provide proof that it is authorized to Bid with the products that it does not own / deal and the Prime Bidder must also confirm that all the members of the consortium accept unconditionally all the terms of the RFP and agree to the terms of the Bid submitted by the Prime Bidder. The Prime Bidder must also furnish letters from other members in support of the above and consortium details.

5.1.11.2 The Prime Bidder will be responsible for delivering all contractual services on behalf of the consortium and will be a single point of contact for NABARD.

5.1.11.3 The responsibility of the Commercial Bid lies with the Prime Bidder.

5.1.11.4 NABARD would deal with Prime Bidder as authorized by consortium to negotiate and finalize the Commercial Bid.

5.1.11.5 The Prime Bidder will be the single point of contact / reference to NABARD and the consortium members shall be bound by all communications and correspondences exchanged with the Prime Bidder. NABARD will enter into agreement with the Prime Bidder only. However the Prime Bidder / SI should confirm to NABARD as part of the Bid that it has entered into back to back agreements with its partners / associates / consortium members / OEMs which are in conformity with the deliverables and other service / uptime commitments the Prime Bidder / system integrator has agreed with NABARD and shall if requested by NABARD, share a copy of such agreement(s) with NABARD. Notwithstanding the foregoing, it is clarified that the Prime Bidder shall be responsible for the delivery of all service and other commitments agreed with NABARD under the agreement executed by the Prime Bidder and NABARD and shall not be excused from any delay/non-performance on account of any delay/non-performance by its partners/associates/consortium members/OEMs as applicable.

5.1.11.6 In case of a consortium, NABARD expects the Prime Bidder not to further sub contract any of its Services to fulfil its contractual obligations, except in accordance with provisions of Clause 11.4. A single bidder will also not sub contract its services to fulfil its contractual obligations except in accordance with provisions of Clause 11.4.

5.1.11.7 No Bidder shall submit more than one Bid against this RFP. The OEM can participate with one/more Bidders in the RFP.

5.1.12. Bidders Quote / Offer

All responses received after the due date / time would be considered late and would be rejected. All response should be in English language. All responses by the shortlisted Bidder to this RFP document shall be binding on such shortlisted
DMABI Solution

Bidders for a period of 180 days after the opening of the Commercial Bids or such other timeframe as may be notified by NABARD prior to the Bid submission date. Bidders/Prime Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Bidders/Prime Bidders are required to quote for all the components mentioned in the section ‘Project Scope – Objective and Goal’ of this document. In case the Bidders do not quote for any of the components, the response would be deemed to include the quote for such unquoted components. It is mandatory to submit the technical details in the formats given along with this document duly filled in, along with the offer. NABARD reserves the right not to permit changes in the technical specifications and not to evaluate the offer in case of non-submission of technical details in the required format or partial submission of technical details.

Based on NABARD’s requirements as listed in this RFP, the shortlisted Bidder should identify the best suited DMABI Solution with best of the breed products that would meet NABARD’s requirements and quote for the same. In case the Bidder quotes for more than one solution, then the response would be considered improper and liable to be rejected. The shortlisted Bidder should not give options to NABARD to select from its offer. The Bidder is expected to select the best option and quote for the same in its Bid.

Each Bid should specify only a single optimal solution, which is cost effective and meet the entire RFP specifications. It is the responsibility of the Bidder to decide the best possible DMABI Solution as per the requirements of the RFP.

While submitting the Bid, the Bidder may note:

5.1.12.1. Either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can Bid but both cannot Bid simultaneously for the same item / product in the same RFP.
5.1.12.2. If the agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit a Bid on behalf of another Principal / OEM in the same RFP for the same item / product.

5.2. Submission of Bids

5.2.1. Bid in Sealed Covers

Technical Bid containing documents supporting eligibility criteria (Annexure III) and the response to both technical requirements (Appendix III) for DMABI Solution are to be sealed in a separate envelope superscripted on top of the cover as ‘TECHNICAL BID FOR DMABI SOLUTION’.

The Bidder must also furnish separately the recurring / revenue expenditure that includes the cost of Facilities Management, ATS / AMC for software after excluding the Warranty Period.

Though the Commercial Bid is obtained for entire DMABI Solution, NABARD reserves the right to place multiple orders based on time schedule drawn and the implementation plan after finalizing the order.

Further the Bidder has to quote for all the components for the DMABI Solution. NABARD may at its discretion wherever beneficial, procure licenses for some software separately, based on any existing agreements entered into for purchase of such software.
5.2.2. Earnest Money Deposit

5.2.2.1 The earnest money deposit ("EMD") should be furnished through:

5.2.2.1.1 Remittance to NABARD Account, details of which are as under:

<table>
<thead>
<tr>
<th>Name of Account</th>
<th>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Name</td>
<td>NABARD</td>
</tr>
<tr>
<td>Branch Name</td>
<td>HEAD OFFICE, MUMBAI</td>
</tr>
<tr>
<td>IFS CODE</td>
<td>NBR00000002</td>
</tr>
<tr>
<td>Account Number (VAN)</td>
<td>NABADM07</td>
</tr>
</tbody>
</table>

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

-- OR --

5.2.2.1.2 Bank Guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of Bid and strictly in the format as prescribed in Annexure - VIII.

5.2.2.2 No interest will be payable on EMD under any circumstances.

5.2.2.3 Submission of EMD in other than Technical Bid cover is entirely at the risk of the Bidder and in all such cases the Bid is liable to be rejected on grounds of non-submission of EMD.

5.2.2.4 The Technical Bid will be evaluated only for those Bidders who submit EMD in the same cover.

5.2.2.5 The EMD of the Bidders not qualified under Technical Bid will be returned within 15 days after opening the Commercial Bid of the technically qualified Bidders. The EMD of other Bidders will be returned upon the selected Bidder signing the contract and furnishing the Performance Bank Guarantee.

5.2.2.6 The EMD may be forfeited or the Bank Guarantee may be invoked if:

5.2.2.6.1 Bidder withdraws its Bid during the period of Bid validity specified in the RFP; OR
5.2.2.6.2 Bidder having been notified of acceptance of its Bid by NABARD during the period of Bid validity:
   - Fails or refuses to execute the agreement if required; or
   - Fails or refuses to furnish the performance security, in accordance with the conditions of contract executed.

Offers made without the EMD will be rejected.

5.2.3. Compliance Statement

The Bidder shall certify the compliance or deviation of all clauses, terms, conditions and specifications stipulated in the RFP

Non submission of duly filled & signed Compliance Statement will make the Bid liable for rejection.
5.2.4. Organization of Bid

5.2.4.1 Technical bid (in a sealed cover) containing the following:

5.2.4.1.1 Duly signed covering letter by authorized signatory (Annexure I)

5.2.4.1.2 Letter of details of authorized signatories / Power Of Attorney’s in the name of authorized signatories who can represent the Bidders with regards to obligations under RFP or Contract (Annexure VI)

5.2.4.1.3 EMD by way of demand draft (Annexure VIII)

5.2.4.1.4 Executive summary of Bidder’s response

5.2.4.1.5 Bidder’s response to technical requirements (Appendix III)

5.2.4.1.6 Detailed technical write up covering scope of work

5.2.4.1.7 Details of personnel to be dedicated to the Project

5.2.4.2 Commercial Bid – Annexure V (in a sealed cover) containing the following:

5.2.4.2.1 Covering letter duly signed by the authorized signatory

5.2.4.2.2 Table of contents

5.2.4.2.3 Bill of materials

5.2.4.2.4 Two original copies of all documents submitted in Commercial Bid

5.2.4.3 The Bidder should note the following:

5.2.4.3.1 Under no circumstances copy of the Commercial Bid is to be placed in Technical Bid, and in case the Commercial Bid or any part thereof is included with the Technical Bid, the Bid is liable for rejection.

5.2.4.3.2 The sealed cover of Technical Bid and sealed cover of Commercial Bid are to be placed in separate cover and sealed.

5.2.5. Delivery of Bids

The Bidder should arrange to drop the Technical Bid and Commercial Bid in two separate sealed covers which in turn should be put in one sealed envelope. Technical Bid containing the response to both technical requirements for DMABI Solution is to be sealed in a separate envelope superscripted on top of the cover as ‘TECHNICAL BID FOR DMABI SOLUTION’. The Commercial Bid should be sealed in a separate envelope superscripted on top of the cover as ‘COMMERCIAL BID FOR DMABI SOLUTION’.

The envelopes containing Technical Bid and Commercial Bid should in turn be placed in an another envelope superscripted on top of the cover as ‘BID FOR DMABI SOLUTION’ and dropped in a box placed at the address below:

NABARD Head Office
Plot C-24, ‘G’ Block
Bandra-Kurla Complex
Bandra (East)
Mumbai - 400 051
The Bids which are received after the stipulated date and time, will be rejected by NABARD. Any Bid delivered after the stipulated time will not be taken up for evaluation. The Bids sent through post / courier will not be evaluated.

5.3. Opening of Bids

5.3.1. Opening of Technical Bids

5.3.1.1 The Technical Bid shall be opened in the presence of Bidders on 07 February 2022 at 4:00 pm at NABARD Head Office, Plot C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051. The Bidder representative may be present during the Bid opening at our office address mentioned above well in time along with authorization letter from the company.

5.3.1.2 The Bidders may note that no further notice will be given in this regard. Further, in case NABARD does not function on the aforesaid date due to unforeseen circumstances or holiday then the Bid will be accepted up to 3:00 pm on the next working day and the Bids will be opened at 4.00 pm, at the same venue.

5.3.1.3 Bids (and modifications sent) that are not opened at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

5.3.1.4 NABARD however reserves the right to change the date & time for opening of Technical Bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the Bidders by publishing on the NABARD’s website for enabling them to be present during the Bid opening.
6. **Information to Bidders**

The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its Bid and will be at the Bidder's own risk. The documents may be mailed/submitted to ddmabi@nabard.org.

### 6.1. Pre-bid Meeting

**6.1.1.** The Bank shall hold a pre-bid meeting on the date and time mentioned in ‘Critical Information’ section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. Considering the need to adhere to social distancing protocols amidst the Covid19 Pandemic, Pre-bid meeting to be arranged virtually. The link shall be shared with the Bidders on the date and time mentioned in ‘Critical Information’ section above.

**6.1.2.** It would be the responsibility of the Bidders representatives (maximum of two person per Bidder) to be present at the meeting.

**6.1.3.** Clarification sought by Bidder should be made in writing (Letter/E-mail), as per Query Format (Annexure XVIII) and submitted on or before the date as indicated in the Critical Information sheet. Bank has discretion to consider any other queries raised by the Bidder’s representative during the pre-bid meeting but shall not be obliged to do so.

**6.1.4.** The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank (www.nabard.org) website after the pre-bid meeting on or before the date as indicated in the Critical Information sheet. It would be responsibility of the Bidder to check the websites before final submission of Bids.

### 6.2. Amendment to the bidding document

**6.2.1.** Change, if any, to the bidding document at any time prior to the date of submission of bids will be notified on our website and reasonable timeframe as considered necessary may be afforded.

**6.2.2.** The Bank, at its discretion, may extend the deadline for the submission of Bids.

**6.2.3.** The amendment will be posted on Bank’s website (www.nabard.org) and the Central Public Procurement Portal and shall be deemed to form part of the RFP.

**6.2.4.** All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the Bid Bank will not have any responsibility in case of any Bidder not having considered or perused the clarifications/amendments.
6.3. **Language of Bid**

The Bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English.

6.4. **Documents Comprising the Bid**

The Bid shall consist of minimum eligibility criteria, Technical Bid and Commercial Bid and supporting documents as required by the RFP.

6.5. **Bid Currency**

Bids should be quoted in Indian Rupees only.

6.6. **Earnest Money Deposit (EMD)**

6.6.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in “Critical Information” section of the RFP.

6.6.2. EMD should be in the form of online transmission:

   6.6.2.1. Remittance to NABARD Account, details of which are as under:

   | Name of Account                  | NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT |
   | Bank Name                       | NABARD                                               |
   | Branch Name                     | HEAD OFFICE, MUMBAI                                 |
   | IFS CODE                        | NBRD00000002                                        |
   | Account Number (VAN)            | NABADMN07                                            |

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

   OR

   6.6.2.2. Bank Guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of Bid and strictly in the format as prescribed in Annexure - VIII.

6.6.3. Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

6.6.4. The EMD amount / BG of all unsuccessful Bidders would be refunded immediately upon happening of any the following events:

   6.6.4.1. Issue of LoI / purchase order to the successful Bidder; OR

   6.6.4.2. The end of the Bid validity period, including extended period (if any); OR

   6.6.4.3. Receipt of the signed contract from the selected Bidder; whichever is earlier.

6.6.5. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the DMABI Solution by NABARD and submission of Performance Bank Guarantee by the Bidder.

6.6.6. In case the acceptance of DMABI Solution is delayed due any reasons beyond the Bank’s purview, successful Bidder shall have the BG towards EMD validity, extended for a period of three months till the DMABI Solution is accepted by the Bank.
6.6.7. The Bid security (EMD) may be forfeited:
   i. If a Bidder withdraws its Bids during the period of Bid validity.
   ii. If a Bidder makes any statement or encloses any form which turns out to be false/ forged/ incorrect at any time prior to signing of the Contract.
   iii. If a Bidder fails to submit duly filled price breakup as per format given in Annexure –V (Commercial Bid).
   iv. In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase Order or sign the Contract or fails to furnish performance guarantee.

6.6.8. In all the above cases, the Bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank’s (NABARD) tenders RFP.

6.7 Period of Validity of Bids

6.7.1 Prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from date of opening of the Commercial Bid.

6.7.2 In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

6.7.3 Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

6.8 Deadline for submission of Bids

6.8.1 The Bids must be received by the Bank at the specified address not later than the date and time specified in “Critical Information” section.

6.8.2 In the event of the specified date for the submission of Bids, being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.

6.8.3 The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

6.9 Late Bids

Any Bid received after the deadline prescribed by the Bank will NOT be accepted.

6.10 Modification and/ Or Withdrawal of Bids

6.10.1 The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification including substitution or withdrawal of the Bids is received by the Bank, prior to the deadline prescribed for submission of Bids.

6.10.2 The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of Bids.

6.10.3 No Bid may be modified or withdrawn after the deadline for submission of Bids.
6.10.4 Bank has the right to reject any or all Bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

6.11 Conditional Bids

Conditional Bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained in accordance with the RFP before submission of Bids.

Deviations, if any, are to be specified as per Annexure X.

6.12 Contacting the Bank

6.12.1 Bidder shall not contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.

6.12.2 Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder’s Bid.

6.13 Opening of Bids by the Bank

6.13.1 On the scheduled date and time, Technical Bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the Bidder’s representative to be present at the time, on the date and at the place specified in the RFP. The Bidders’ representatives who are present shall sign a document evidencing their attendance.

6.13.2 Financial / Commercial Bids of only those Bidders who qualify the Technical Bid evaluation will be opened. A separate intimation will be sent to Bidders who qualify the Technical Bid evaluation.

6.13.3 If any of the Bidders or all Bidders who have submitted the Bid and are not present during the specified date and time of opening it will be deemed that such Bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Technical Bids in their absence.

6.13.4 The Bidder name and presence or absence of requisite EMD and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of Technical Bid opening. No Bid shall be rejected at the time of Bid opening, except for late Bids which shall be returned unopened to the Bidder.

6.13.5 Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

6.13.6 Unsuccessful Bidders will be informed of their position. No scores or further breakdown of the evaluation will be communicated to any unsuccessful Bidder.

6.14 Pre-Contract Integrity Pact

6.14.1 Pre-Contract Integrity Pact is an agreement between the prospective Vendors / Bidders and the buyer committing the persons / officials of both the Parties not to exercise any corrupt influence on any aspect of the Contract.

6.14.2 The Bidder has to submit signed Pre-Contract Integrity Pact as per the format at Annexure IX on non-judicial stamp paper of requisite value (to be
borne by the Bidder) applicable at the place of its first execution along with the minimum eligibility Bid. Bidders may kindly note that documents required on stamp paper will have to be given on stamp paper and cannot be given on the company letter head.

6.15 Documents to be submitted

6.15.1 The Bidder shall submit two separate Bids (hard copies) for the work - Technical Bid and Commercial/Financial Bid with relevant supporting documents to NABARD Head Office.

6.15.2 The soft copy of the Technical Bid shall also be submitted by email to ddmabi@nabard.org after opening of the Technical Bid latest by close of Business Hours on the next day of opening of Technical Bids. In no case, the Commercial Bid shall be submitted in soft form.

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Bid Contents</th>
<th>Annexure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>TECHNICAL &amp; MINIMUM ELIGIBILITY BID</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td><strong>Title:</strong> “Minimum Eligibility - RFP for Implementation of DMABI Solution – RFP No. NB.HO.DDMABI/209/01(RFP)2021-22 dated 01 January 2022.**</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Bid Contents:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i.) Bid forwarding letter</td>
<td>Annexure –I</td>
</tr>
<tr>
<td></td>
<td>(ii.) Details of Bidder</td>
<td>Annexure –II</td>
</tr>
<tr>
<td></td>
<td>(iii.) Minimum eligibility criteria</td>
<td>Annexure –III</td>
</tr>
<tr>
<td></td>
<td>(iv.) Technical bid with all relevant annexures and proof as required for Evaluation Methodology explained in para 8 of RFP.</td>
<td>Annexure IV</td>
</tr>
<tr>
<td>2</td>
<td>(v.) Letter of Authorization to bid</td>
<td>Annexure –VI</td>
</tr>
<tr>
<td></td>
<td>(vi.) Non-Blacklisting</td>
<td>Annexure-VII</td>
</tr>
<tr>
<td></td>
<td>(vii.) EMD / Bid Security Form</td>
<td>Annexure –VIII</td>
</tr>
<tr>
<td></td>
<td>(viii.) Pre-contract Integrity Pact</td>
<td>Annexure –IX</td>
</tr>
<tr>
<td></td>
<td>(ix.) Statement of Deviation</td>
<td>Annexure –X</td>
</tr>
<tr>
<td></td>
<td>(x.) Bank Mandate Form</td>
<td>Annexure –XI</td>
</tr>
<tr>
<td></td>
<td>(xi.) Compliance Statement</td>
<td>Annexure –XII</td>
</tr>
</tbody>
</table>

|      | **COMMERCIAL BID**                                                            |          |
| 1    | **Title:** “Commercial Bid - RFP for Implementation of DMABI Solution – RFP No. NB.HO.DDMABI/209/01(RFP)2021-22 dated 01 January 2022.** |          |
| 2    | **Bid Contents:**                                                             |          |
|      | (i.) Commercial Bid                                                           | Annexure –V |

C. Documents to be Submitted by Successful Bidder

| 1    | **Contents:**                                                                |          |
|      | (i.) Non-Disclosure Agreement                                                 | Annexure –XIII |
|      | (ii.) Performance Bank Guarantee                                              | Annexure –XIV |
|      | (iii.) Contract Form                                                          | Annexure – XV |
|      | (iv.) Service Level Agreement                                                 | Annexure – XVI |

Technical Bid also needs to be submitted by email (in addition to hard copy). However commercial bid needs to be submitted in hard copy form only.
6.16 Sealing and Marking

6.16.1 The Bid shall be typed or written in indelible ink, all pages numbered and shall be signed by the Bidder representative on whose favour Power of Attorney is issued to bind the Bidder to the Contract.

6.16.2 Relevant documents must be submitted as proof wherever necessary.

6.16.3 Faxed copies of any submission are not acceptable and will be rejected by the Bank.

6.16.4 Responses should be concise and to the point. Submission of irrelevant documents must be avoided.

6.16.5 If the Bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

6.16.6 Bids (Technical Bid & Commercial Bid) are to be marked under the title – Implementation and Support of Data Management, Analytics & Business Intelligence (DMABI) Solution– RFP No. NB.HO.DDMABI/209/01(RFP) 2021-22 dated 01 January 2022.

6.17 Hosting of RFP

6.17.1 The RFP is hosted on NABARD website www.nabard.org and Central Public Procurement Portal (CPPP).

6.17.2 NABARD reserves the right to change the dates mentioned above.

6.17.3 Changes and clarification, if any, related to RFP will be posted on www.nabard.org.

6.17.4 Bidders must have close watch on the website during the intervening period before submitting response to RFP.

6.18 Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual” is not acceptable. The Bank may treat such offers as not adhering to the RFP guidelines and as unacceptable.

6.19 Public Procurement Policy on Micro and Small Enterprises (MSEs)

6.19.1 NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.

6.19.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
6.19.3 Such MSEs would be entitled for exemption from furnishing EMD. In case of any issue on the subject matter, the MSE’s may approach the tender inviting authority to resolve their grievances.

6.19.4 Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

6.19.5 The Bidder to note that, in the current RFP splitting of order is not applicable.

6.19.6 NABARD shall be governed by the Public Procurement (Preference to Make In India) Order, 2017 – Revision dated 04 June 2020 issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce, Government of India. Any claim of preference under the above order shall be considered subject to submission/examination of all necessary documents as envisaged under the Order.

6.20 Release from Liability

6.20.1 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the NABARD, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and in connection with the bid process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.21 Conflict of Interest

6.21.1 The scope of this clause only extends to the bid process and to that extent, any conflict of interest, shall fall within the scope of the provision and render the bidder ineligible.

6.21.2 No Bidder shall have a conflict of interest that affects the bid process. If any Bidder is found to have a conflict of interest, such Bidder shall stand disqualified and NABARD shall be entitled to invoke the bid/performance security/bond, as the case may be. A Bidder shall be deemed to have a conflict of interest affecting the bidding process, if:

6.21.2.1 the Bidder, a consortium member and/or their respective Affiliates (or any constituent thereof) should not have common controlling shareholders or other ownership interest in any other Bidder, a consortium member and/or their respective Affiliates (or any constituent thereof). However, such disqualification shall not apply in cases where:

6.21.2.2 the direct or indirect shareholding of a Bidder, a consortium member and/or their respective Affiliates (or any constituent thereof) in any other Bidder, consortium member and/or their respective Affiliates, is less than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; and/or

6.21.2.3 the ownership is by a bank, insurance company, pension fund or a public financial institution as defined under Section 2 (72) of the Companies Act, 2013 or a foreign portfolio investor.
6.21.3 the Bidder, a consortium member and/or their respective Affiliates (or any constituent thereof) receives or have received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, a consortium member and/or their respective Affiliates (or any constituent thereof), or have provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, a consortium member and/or their respective Affiliates (or any constituent thereof); and/or

6.21.4 the Bidder, its consortium members/Affiliate (or any other constituent thereof) have a relationship with another Bidder, its consortium member/Affiliate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other.

6.22 Disqualifications

6.22.1 In addition to the grounds for rejection/disqualification mentioned elsewhere in this RFP, NABARD shall have the right, in its sole discretion, to disqualify any Bidder for one or more of the following grounds:

(i) declaration of any of the Bidders/consortium members as ineligible due to corrupt or fraudulent practices, in any prior tender process in the past or black listing by NABARD;

(ii) the Bid not being accompanied by any supporting documents or annexes required to be submitted in accordance with the RFP;

(iii) submission by the Bidder of more than one Bid or submission of a conditional Bid;

(iv) failure to comply with the requirements of the RFP or the Bid being non-responsive to the requirements of the RFP, for reasons including but not limited to the Bid not being signed, sealed or marked as stipulated in the RFP, not containing all the information as required in the RFP or in the format as specified in the RFP;

(v) failure to furnish the EMD as per the RFP;

(vi) if the Bid contains incorrect/ inaccurate/ incomplete/ misleading information or if the Bid contains any misrepresentation;

(vii) if the Bidder (or any of its consortium member) has not paid any of its dues payable to NABARD which have become payable on or before submitting the Bid;

(viii) there is a conflict of interest as specified in Clause 6.21 above or if a consortium member is part of more than one Bidder; and/or

(ix) a Bid is submitted beyond the deadline specified in the RFP.

***********
7. Minimum Eligibility Criteria

7.1 The Bidder, and in case of bidding by consortium, the Prime Bidder, must satisfy the minimum eligibility criteria as per Annexure-III of the RFP.

7.2 The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the Bid summarily. These criteria are mandatory.

7.3 Only those who fulfill all the eligibility criteria will qualify for further evaluation.

7.4 Photocopies of relevant documents / certificates duly attested by authorised signatory and company seal affixed should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.

7.5 Reference Customer Name and Contact information to be provided to the Bank with whom discussion can be done.
8. Evaluation Methodology

The evaluation will be conducted in the following stages:

(i) Technical Bid Evaluation (including eligibility evaluation)
(ii) Commercial Bid Evaluation
(iii) Final Weighted Evaluation i.e. Techno – Commercial (Technical 80% and Commercial 20%)

The objective of the evaluation process is to evaluate the Bids to select a capable and best fit Bidder at a competitive price. The evaluation by NABARD will be undertaken by Technical Evaluation Committee (TEC) (internal as well as external experts). The Bidder will make presentation to the TEC. TEC reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the committee shall be considered final binding on all the shortlisted Bidders to this RFP.

8.1 Objectives of the Evaluation Methodology

8.1.1 The objective of the evaluation process is to evaluate the Bids to select a capable and best fit Bidder at a competitive price. The evaluation by NABARD will be undertaken by TEC. The Bidder will make presentation to the TEC. The decision of the TEC shall be considered final.

8.1.2 The ‘Technical Bid’ will contain the exhaustive and comprehensive technical details whereas the ‘Commercial Bid’ will contain the pricing information. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.

8.1.3 In the first stage, only the ‘Technical Bids’ will be opened and evaluated. All eligible Technical Bids will be evaluated, and a technical score would be arrived at. The Bidder scoring 70 per cent and above in technical evaluation will be qualified for Commercial Bid opening.

8.1.4 In the second stage, the Commercial Bids of only those Bidders shall be evaluated who have qualified in the technical evaluation. The remaining Commercial Bids, if any, shall not be opened.

8.1.5 Final weighted evaluation score will be calculated in the ratio of technical 80% and commercial 20%.

8.1.6 NABARD may call for any clarifications/additional information required, if any, on the Bids submitted. The Bidder has to submit the clarifications/additional particulars in writing within the specified date and time. The Bidder’s offer may be disqualified, if the clarifications/additional sought by the Bank are not submitted within the specified date and time.

8.1.7 NABARD reserves the right to call for presentation/s etc., from the Bidders based on Technical Bids submitted by them. NABARD also reserves the right to enquire discreetly with references provided by the Bidders regarding previous engagements undertaken by the Bidder. Based upon the final technical scoring, the eligible Bidders shall be short listed for final Commercial Bid opening.
8.2 Technical Bid Evaluation Process

8.2.1 The Technical Bids would be evaluated by the TEC based on the technical evaluation criteria and sub criteria listed below

<table>
<thead>
<tr>
<th>Stage</th>
<th>Bids</th>
<th>Maximum Score</th>
<th>Weighted Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1. Compliance with Technical Requirements</td>
<td>100</td>
<td>20</td>
</tr>
<tr>
<td>B</td>
<td>B1 – Bidder Experience</td>
<td>30</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>B2 – People with Expertise</td>
<td>20</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>B3 – Bidder Presentation, DMABI Solution Evaluation, Approach &amp; Plan</td>
<td>40</td>
<td>32</td>
</tr>
<tr>
<td></td>
<td>B4 – Customer Site visit/ Video Conference (Feedback received from selected client broadly on the above-mentioned criterion)</td>
<td>10</td>
<td>8</td>
</tr>
</tbody>
</table>

8.2.2 When deemed necessary, the TEC may seek clarifications on relevant aspects from the Bidder. However, that would not entitle the Bidder to change or cause any change in the financial quote.

8.2.3 The scoring methodology for Technical Bid components is explained in the following paragraphs

8.2.4 Scores for the above individual parameters shall be added to determine the technical scores of the Bidders. The Bidder with the highest technical score shall be ranked as T1

8.3 Scoring Methodology for Stage A

8.3.1 The Bidder should provide a response to each of the requirements listed in Appendix III. The response must specify whether the DMABI Solution proposed by the Bidder is compliant with the requirement or not. The compliance for each requirement should be marked as:

(i) Compliant Out-of-box
(ii) Compliant with customization
(iii) Non – Compliant
(iv) The Bidder’s response to the requirements stating how the DMABI Solution is compliant shall be evaluated. If the response has been filled against more than one head i.e. ‘Compliant Out-of-box’, ‘Compliant with customization’, ‘Non – Complaint’, it shall be treated as ‘Non-Compliant’. If any response is not filled, it shall be considered as ‘Non-Compliant’

8.3.2 The non-functional requirements mentioned in the Appendix III are minimum requirements. The Bidder can suggest additional requirements as deemed necessary to cover the entire landscape of the proposed DMABI
Solution. All costs associated with Out-of-box and customization of the DMABI Solution will be borne by the Bidder.

### 8.3.3 The technical requirements will be scored as below:

<table>
<thead>
<tr>
<th>Functional Compliance</th>
<th>Evaluation</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliant as Out of Box functionality</td>
<td>Evaluated as ‘Out of Box’ functionality of the DMABI Solution</td>
<td>1</td>
</tr>
<tr>
<td>Compliant with customization</td>
<td>Evaluated as a functionality of the DMABI Solution with customization</td>
<td>0.75</td>
</tr>
<tr>
<td>Non compliance</td>
<td>Functionality is not available in the DMABI Solution</td>
<td>0</td>
</tr>
</tbody>
</table>

#### 8.3.4 The Compliance Score A (based on response to technical requirements) is calculated as below:

\[
A = \frac{1 \times \text{No of compliant out of box} + 0.75 \times \text{No of Complaint with Customization}}{\text{Total Number of Technical Requirements}}
\]

### 8.4 Scoring Methodology for Stage B

#### 8.4.1 Bidder Experience Scoring (B1)

The Bidder shall be rated on its previous experience as per the criteria mentioned below in the table:

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Criteria</th>
<th>Marks</th>
<th>Max Score</th>
<th>Supporting Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Bidder should have experience in implementing Data Warehouse Solution covering the below capabilities in BFSI in India (having balance sheet not less than Rs. 10,000 crores and customer base of not less than 100,000) / Development Financial Institutions / Regulatory bodies</td>
<td>1 implementation</td>
<td>2 or more implementations</td>
<td>12</td>
</tr>
<tr>
<td>Sl No.</td>
<td>Criteria</td>
<td>Marks</td>
<td>Max Score</td>
<td>Supporting Documentation</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------------------------------------</td>
<td>-------</td>
<td>-----------</td>
<td>----------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Enterprise data Warehouse &amp; support</td>
<td>2</td>
<td>4</td>
<td>employee or a Director or not having any interest in the bidder(s) company/ firm).</td>
</tr>
<tr>
<td></td>
<td>Advanced analytics</td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Business Intelligence and Decision Support System</td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Data Security</td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Data Lake &amp; Support</td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>The Bidder should have experience in executing the following use cases</td>
<td>2</td>
<td>12</td>
<td>letter or purchase order (with commercials masked) or email from the client through corporate email – id or CEO / CFO / MD / Country Head / or equivalent officer (as certified by Company Secretary of the company) self-certification attested by Chartered Accountant/ Statutory Auditor (not being an employee or a Director or not having any interest in the bidder(s) company/ firm).</td>
</tr>
<tr>
<td></td>
<td>specified below for Bank / Development Institution in India / Globally:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Fraud monitoring</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Credit analytics</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Payment analytics</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Operations analytics</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>5. Customer analytics</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>6. Social network analysis</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. Risk Analytics</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bidders should have certifications (valid as on date of submission</td>
<td>6</td>
<td></td>
<td>Copy of the valid certification / accreditation</td>
</tr>
<tr>
<td></td>
<td>6 marks if the Bidder has valid CMMI level 5 accreditation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 marks if the Bidder has valid CMMI level 3 or 4 accreditation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 marks if the Bidder has any ISO certification</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8.4.2 Scoring for People with Expertise (B2)

All the members of the project team should have relevant and sufficient experience and qualifications. Names of the core team members should be provided in the RFP response. Key named resources may be present during the technical presentations.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Criteria</th>
<th>Marks</th>
<th>Max Score</th>
<th>Supporting Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The designated engagement manager should be an individual with 12+ years of similar experience and handled projects in BFSI in India. Preferably PMP certified</td>
<td>Full marks if the designated engagement manager has worked as engagement manager with 2 BFSI clients in India of which atleast 1 is PSU bank. 4 marks if the designated engagement manager has worked in any 2 BFSI clients in India. 2 marks if the designated engagement has worked in 1 BFSI client in India. NIL for others.</td>
<td>6</td>
<td>Detailed resume</td>
</tr>
<tr>
<td>2</td>
<td>The designated technical architect should be an individual with 12+ years of similar experience and handled projects BFSI in India.</td>
<td>Full marks if the designated technical architect has worked as technical architect with 2 BFSI clients in India of which atleast 1 is PSU bank. 4 marks if the designated engagement manager has worked in any 2 BFSI clients in India. 2 marks if the designated engagement has worked in 1 BFSI client in India. NIL for others.</td>
<td>6</td>
<td>Detailed resume</td>
</tr>
<tr>
<td>3</td>
<td>Bidder should have on its roles resources based in India operations with experience in working in following areas: 1. Data warehouse platforms 2. Analytics engine 3. Distribution platforms 4. Data modelling</td>
<td>8 marks for more than 50 resources 6 marks for 35 or more resources 4 marks for 20 or more resources NIL for others</td>
<td>8</td>
<td>Self-declaration</td>
</tr>
</tbody>
</table>
### 8.4.3 Bidder Presentation, Approach Plan & Scoring (B3)

As an evaluation, the Bidder will be invited by NABARD to deliver a presentation for a period of 45 minutes on the DMABI Solution, followed by discussions. Presentations will be rated by TEC and scores will be assigned to each of the presentations. The following are the focus areas:

<table>
<thead>
<tr>
<th>Focus Area</th>
<th>Description</th>
<th>Maximum Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Warehouse Solution evaluation</td>
<td>Data Warehouse Solution architecture evaluation</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>Technology components evaluation</td>
<td>10</td>
</tr>
<tr>
<td>Implementation Methodology and structured walkthrough</td>
<td>Proposed implementation methodology, plan and project timelines</td>
<td>10</td>
</tr>
<tr>
<td>Bidders understanding of NABARD context</td>
<td>Understanding exhibited by the Bidder about NABARD’s context and its role in refinance, policy advisory and development activities</td>
<td>8</td>
</tr>
</tbody>
</table>

### 8.4.4 Customer Feedback (B4)

The Bidder will provide contact details of two customers, out of which one should be in BFSI sector where a data management solution has been implemented. NABARD’s team will be contacting the Bidder’s customer over phone / visit / email. Hence, Bidder to obtain necessary approvals from their customers. The customer feedback, would carry a weightage of 10 marks and would be evaluated on the following parameters:
- Overall customer satisfaction
- Adherence to implementation timelines
- Post implementation services

Scoring of Stage B = B1 + B2 + B3 + B4

Technical Bid Evaluation Score (St) = 20% (Stage A) + 80% (Stage B)

To proceed to the next round, Bidders will need to score a minimum of 70 marks in the Technical Bid Evaluation.
**8.5 Financial Bid Evaluation Process**

The proposal with the lowest financial Bid will be given the maximum score of 100 points. The formula for calculating the financial scores is $S_f = 100 \times \frac{F_m}{F}$

Where $S_f \leftarrow$ Financial Score  
$F_m \leftarrow$ Lowest Price 
$F \leftarrow$ Price of the Bid under consideration.

**8.6 Final Selection**

The weights to be given to technical and financial Bids are:
- Technical $T = 80\%$
- Financial $F = 20\%$

The combined score ($S$) will be calculated as follows:

$$S = 0.8 \times S_t + 0.2 \times S_f$$

The Bidder whose combined score is the highest will be referred to as ‘H1’. Negotiations, if considered necessary, shall be held only with H1 i.e. the successful Bidder after combined evaluation of the Technical Bid and financial Bid, as indicated above. In case of a tie in the final combined technical and financial score, the Bidder with higher technical score will be invited for negotiation and selection first. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the successful Bidder.

The Selected Bidder, within 15 days from the date of execution the Contract, will have to furnish a Performance Bank Guarantee, format as per Annexure – XIV, issued by any scheduled commercial bank equivalent to 10% of the Contract Price valid for 66 months (60 months + a claim period of 6 months) from the date of execution of the Contract.

An example of how to identify the final Bidder (H1) is given in Appendix – IV of the RFP.
Liquidated Damages

Time is essence of the Contract and NABARD expects the Bidder to complete the project in 60 months as per the implementation plan specified in the RFP. If the Bidder fails to:

9.1 To deliver any or all Deliverables; or
9.2 To complete the installation and commissioning of the DMABI Solution as per the time schedule given in the RFP; or
9.3 To commence Services within the time specified as per the terms of the RFP; or
9.4 To perform the Services and extend the support that meets the requirements as stipulated in the RFP within the time specified in the RFP; or
9.5 To maintain the uptime of the DMABI Solution;

NABARD shall without prejudice to its other rights and remedies under and in accordance with the terms of RFP levy liquidated damages from payments due to the SI. Inability of the SI to provide requirements as per scope or to meet the timelines as specified would attract liquidated damages and shall be entitled to invoke the guarantees furnished by the Bidder to the extent of the liquidated damages applicable.

Except as otherwise provided under the SLA for any non-performance or delay in performance of obligations by the Bidder, if the Bidder fails to deliver any or all of the Deliverables or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of Contract Price per week of delay until actual delivery or performance, subject to maximum deduction of 10% of the Contract Price and shall be entitled to invoke the guarantees furnished by the Bidder to the extent of the liquidated damages applicable.

The liquidated damages are to be calculated on the Contract Price.

NABARD reserves the right to recover the liquidated damages from any payment to be made under this Contract for DMABI Solution. The liquidation damages represent a genuine pre-estimate of the loss or damage that NABARD may suffer due to delay or breach in performance of the obligations by the Bidder.

It is further clarified that:

i. NABARD has the right to enforce liquidated damages by way of set off.
ii. Overall liability will be calculated as per applicable laws.
iii. NABARD cannot take the responsibility of establishing the reasons for delay, unless delay is attributable to force majeure event, which is provided for under the RFP, the delay shall attract liquidated damages.
10 Special Terms and Conditions

10.1 Duration of Contract

10.1.1 The Business Requirements Document needs to be prepared in consultation with the respective departments / training establishments / subsidiaries of NABARD within 4 months of the award / signing of the Contract. The development of DMABI Solution should be completed within 14 months from the completion of Business Requirements Document. However the total implementation of the Phase 1 of DMABI Solution should not exceed 18 months from the date of award / signing of the Contract.

The timelines for the purpose of the contract are detailed under para 10.9.1.

10.1.2 Bank will enter into a contract with the selected Bidder initially for a period of 5 years commencing from the date of signing of the Agreement between NABARD and the selected Bidder. However, the same should be extendable with maximum upto extensions of 5 years or part thereof, if the Bank so desires based on mutual agreement.

10.1.3 The Bank will reserve a right to re-negotiate the price and terms of the entire Contract with the selected Bidder at more favorable terms in case such terms are offered in the industry at the time of extension of Contract

10.1.4 Bank reserves the right to terminate the Contract by providing a written notice of 3 months to the selected Bidder

10.2 Award and Signing of Contract

10.2.1 Selected Bidder would be issued Purchase Order (PO) on final selection and completion of internal approval formalities of the Bank. At any time prior to issuance of the PO, NABARD reserves the right to accept or reject any Bid and to annul the bid process, without incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for NABARD’s action. The Bidder shall not be entitled to make any claim against NABARD on account of such rejection or annulment.

10.2.2 The selected Bidder has to return the duplicate copy of the PO along with NDA (as per format given in Annexure –XIII of the RFP) within 7 working days, stamped and signed by Authorized Signatory as token of acceptance.

10.2.3 The selected Bidder will be required to begin execution of the work within 45 days from the date of signing of the contract.

10.3 Price

10.3.1 Prices quoted by the Bidders should be inclusive of all local taxes, GST, duties, levies, transportation costs etc..

10.3.2 Once a Contract Price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the Contract due to
fluctuation in foreign currency, changes in costs related to the materials and labour or other components or for any other reason.

10.3.3 Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc. in connection with delivery of goods / Services at site including incidental services and commissioning.

10.3.4 While any increase in the rates of applicable taxes or impact of new taxes imposed by the Central or State Governments of India, subsequent to the submission of commercial Bid shall be borne by NABARD, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to NABARD in its favour. This will remain applicable throughout the Contract Period.

10.3.5 No other cost whatsoever will be paid by NABARD.

10.4 Payment Schedule

10.4.1 NABARD will make payment of the Contract Price on signing of contract by the bidder and submission of performance bank guarantee, as per the details given below:

10.4.1.1 Cost of Software License(s):

90% of Software Licensing Cost on installation of software and balance 10% on sign off by NABARD.

10.4.1.2 Implementation and Customisation Cost

i. % of the Total Cost of implementation and customisation on 50% completion of Business Requirements Document.

ii. % of the Total Cost of implementation and customisation at the time of signing off of the Business Requirements Document.

iii. 10% of the Total Cost of implementation and customisation at the time of signing off of the Technical Architecture Document

iv. % of the Total Cost of implementation and customisation at the time of finalization of the Data Model of the Enterprise Data Warehouse.

v. % of the Total Cost of implementation and customisation at the time of finalization of the ETL Mapping document.

vi. 20% of the Total Cost of implementation and customisation at the time of finalization of implementing the ETL Mapping.

vii. 20% of the Total Cost of implementation and customisation at the time of completion of the historical load and scheduling of incremental loads.

viii. Final 20% of Total Cost of implementation and customisation will be paid after 3 months from the date of acceptance of the DMABI Solution by NABARD.

10.4.1.3 Training Cost

Training Cost will be paid after successful completion of training by the successful Bidder and/or third parties as the case may be, and after acceptance and signoff received from the Bank.
10.4.2 NABARD will make any payment against testing and proof of implementation reports after scrutinization of invoices.

10.4.3 The support cost shall be paid by NABARD on quarterly basis at the end of each quarter on receipt of valid invoices raised by the Vendor/selected Bidder.

10.4.4 In case of support-cost, the Bank shall only make pro-rated payments for the actual time of Service provided, after discounting any penalties that may be imposed on the selected Bidder for breach of any Contract terms.

10.4.5 No additional payment apart from the Commercial Bid value will be done under any circumstances.

10.4.6 All payments will be made by adopting electronic clearing system and electronic fund transfer.

10.4.7 Deduction of Income Tax, Goods and Services Tax and other applicable statutory duties would be as per the extant laws.

However, NABARD would ensure payment within 30 working days in respect of the Invoices which are complete in all respects. The payment schedule proposed is standard and cannot be changed for the Bidder.

10.5 Termination of Contract

10.5.1 NABARD may terminate this Agreement by giving a 90 (ninety) days prior written notice to the Bidder without assigning any reason.

10.5.2 The Bank shall have the right to terminate the Contract with the selected Bidder at any time during the Contract Period, by giving a written notice, for reasons, including but not limited to the following:

i. If the Bidder fails to deliver any or all of the Services within the period(s) specified in the Contract or within any extension thereof granted by the Bank pursuant to conditions of the Contract; or

ii. If the Bidder fails to perform any other obligation(s) under the Contract and fails to cure such non-performance within 30 (thirty) days from date of the written notice informing the Bidder of such non-performance; or

iii. Discrepancies / deviations in the processes and/or products agreed to be delivered by the Bidder as per the terms of the Contract and fails to cure such discrepancy / deviations within 30 (thirty) days from date of the written notice informing the Bidder of such non-performance; or

iv. If a Bidder makes any statement, representation, warranty or furnishes any form in relation to the Services, which turns out to be false/ forged/ incorrect at any time during the Contract Period; or

v. Violation of terms & conditions stipulated in this RFP or under the Contract and fails to cure such breach within 30 (thirty) days from date of the written notice informing the Bidder of such non-performance; or
vi. Failure in following security standards laid down by NABARD under the Contract.

### 10.6 Termination for insolvency

Upon occurrence of an event of dissolution of the selected Bidder, whether by operation of Applicable Law or otherwise, commencement of winding up or insolvency proceedings of the selected Bidder or assignment by the selected Bidder for the benefit of its creditors, or the Bidder passing a resolution for voluntary winding up, or appointment of a receiver, the Bidder shall immediately provide a written notice to the Bank informing the Bank of occurrence of such event. The Bank may at any time subsequent to receipt of such notice from the Bidder have the right to terminate the Contract forthwith.

The Bidder is entitled to retain all payments made for services availed till the date of termination of the contract.

### 10.7 Consequences of Termination

10.7.1 In case of termination of the Contract by NABARD pursuant to Clause 10.5.1, any payments made by NABARD to the Bidder (for period for which Services are not availed) would necessarily have to be returned to NABARD.

10.7.2 In case of termination of the Contract by NABARD pursuant to Clause 10.5.2, any payments made by NABARD to the Bidder (for period for which Services are not availed) would necessarily have to be returned to NABARD with interest @ 15% per annum. Further, the Bidder shall compensate NABARD for any direct Losses incurred by NABARD due to the termination of the Contract and any additional expenditure to be incurred by NABARD in appointing any other service provider for the Services.

10.7.3 In the event Bank terminates the Contract in whole or in part for any reason, Bank may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the Bidder shall be liable to Bank for any excess costs for such similar systems or services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.

10.7.4 Upon termination, the Bidder shall ensure transition of Services and cooperate with the Bank in the manner as set out in clause 11.15.

### 10.8 Periodic Review & Inspection

10.8.1 NABARD shall have the right to conduct periodic review and inspection, as and when required, to review Bidder’s performance, financial stability, service reliability, and compliance with the SLA.

10.8.2 NABARD shall have the right to conduct, a periodic inspection on the systems, books and records in relation to the Project, as maintained by the Bidder to ensure quality control and compliance of the Bidder with the Business Requirements Document and Technical Architecture as well delivery timelines. The inspection may be conducted by NABARD or through third party experts appointed by NABARD. In the event any
10.9 Project Timelines

10.9.1 The Bidder should adhere to the Project schedule as stipulated in the below table. It is completely at the discretion of NABARD to grant such any extension to the timeline indicated. The Project timelines are as follows:

<table>
<thead>
<tr>
<th>Phases</th>
<th>Description</th>
<th>Project Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase -1</strong></td>
<td><strong>EDW with Source System Data</strong></td>
<td></td>
</tr>
<tr>
<td>Track 1</td>
<td>Define BRD, define Data Architecture / technology Architecture, define data flow and integration plan</td>
<td>T0 – T4 months</td>
</tr>
<tr>
<td>Track 2</td>
<td>Procurement / Supply/ Installation/ Customization/ Implementation of DMABI Solution</td>
<td>T4 – T18 months</td>
</tr>
<tr>
<td>Track 3</td>
<td>Proposed Solution Maintenance / Supports / Updates of DMABI Solution as per OEM release plan, as applicable.</td>
<td>T18 – T60 months</td>
</tr>
<tr>
<td>Track 4</td>
<td>Work with business team to define the analytical models. 30 use cases 5 complex, 10 medium and 15 simple</td>
<td>T4 – T18 months</td>
</tr>
</tbody>
</table>

| Track 1    | Identification of external source systems and their ingestion / integration | T12 – T18 months |
| Track 2    | Define and Design the Procurement / Supply/ Installation/ Customization/ Implementation of proposed Cloud Software | T18 – T36 months |
| Track 3    | Proposed Solution Maintenance / Supports / Updates of DMABI Solution as per OEM release plan, as applicable. | T36 – T60 months |

T<XX> ← XXth month from the start of the project

10.9.2 The reference date for purpose of counting all timelines as mentioned above shall be the **Date of signing of contract** as determined by NABARD and to be recorded under Contract and PO.

10.9.3 The Bank will consider the inability of the Bidder to deliver the Services within the specified time limit, as a breach of Contract.

The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in the SLA attached as Annexure XVI
10.10 **Acceptance**

10.10.1 NABARD shall be entitled to verify and examine the DMABI Solution, and each program, solution, tool or other component thereof upon delivery.

10.10.2 The Bidder shall assist NABARD in undertaking the User Acceptance Test for each Deliverable. The User Acceptance Test shall comprise of: (i) Function test (ii) robustness test (iii) integrity test (iv) capacity and response time test (v) review of all Documentation (vi) installation test and (vii) test of operating procedures, as applicable to the relevant Deliverable. In the event any Deliverable is not in accordance with the Technical Architecture and Business Requirement Document, or is defective in any way, or are otherwise not to the satisfaction of NABARD, then within 30 (thirty) days from such delivery, NABARD shall notify the selected Bidder of the same (“Defect Notice”). Bidder shall, upon receipt of such Defect Notice from NABARD, promptly and in any event no later than 4 (four) days from the date of the Defect Notice, replace the relevant Deliverable specified in the Defect Notice, at its own cost and expense. Any Deliverable delivered by the selected Bidder to NABARD in replacement of any previously delivered Deliverable shall undergo the same process as set out above with respect to verification of defect and replacement. The results of the User Acceptance Test shall be recorded in writing.

10.10.3 The DMABI Solution will be accepted once the complete DMABI Solution is implemented at NABARD and the users are able to generate reports and run use cases as specified by NABARD. Upon acceptance, the Bidder shall handover control and administration of the Deliverable by providing complete access and all passwords, usernames, credentials, authenticators etc., as required.

10.10.4 The Bidder shall obtain Acceptance Certificate/s from the Bank, which would contain the date of acceptance only post fulfillment of Clauses 10.10.1. and 10.10.2 in respect of the entire DMABI Solution.

10.10.5 NABARD will not agree to a deemed approval clause.

10.11 **Warranty**

10.11.1 The Bidder represents and warrants to NABARD that the Deliverables shall comply with all Applicable Laws, be of merchantable quality and fit for the purpose for which they are intended, be free from any defect, and comply with the specifications mentioned in the Business Requirement Documents and Technical Architecture. In the event NABARD identifies any defect in the Deliverables(s) during the Warranty Period, the selected Bidder shall rectify such defect or replace the Deliverable(s), at its sole cost and expense, within 15(fifteen) days of receiving a written notice of such defect from NABARD.

10.11.2 If the Bidder having been notified by NABARD fails to remedy the defect(s) within the timelines set out above, NABARD may proceed to take such remedial action as may be necessary, at the Bidder’s risk and expense and without prejudice to any other rights, which NABARD may have against the Bidder under and in accordance with the Contract.

10.11.3 In the event of delay in remedy of the defect in a Deliverable, NABARD shall have the right to liquidated damages equivalent to a 0.5% of the cost of the defective or non–performing Deliverable, per week till such defect is
remedied, subject to a cap of aggregate 10% of cost of non–performing Deliverable, which NABARD may set off against any amounts payable by NABARD to the Bidder or against the PBG. For the purpose of this Clause, the cost of a Deliverable shall be determined by NABARD in its sole discretion.

10.11.4 Warranty is for a period of 12 months from date of Go Live for each of the two phases.

10.11.5 AMC will start after the expiry of warranty period. AMC Term will be for a period of 1 year with automatic renewal unless terminated by NABARD.
11 General Terms and Conditions

11.1 Definitions

In this RFP / the Contract, the following terms shall be interpreted as indicated:

11.1.1 "AMC Services" shall mean annual maintenance services to be rendered by the Bidder as listed out in Clause 4.2.15.

11.1.2 “Applicable Law” means any law, rule, regulation, ordinance, order, code, treaty, judgment, decree, injunction, permit or decision of any central, state or local government, authority, agency, court or other body having jurisdiction over the matter or person in question, including those prevailing in the relevant jurisdiction, as in effect, from time to time; The current definition of "Applicable Law" applies to courts, other bodies etc having jurisdiction over the matter or person in question. Therefore, the definition in its current form is applicable for each Party based on the operation of its business.

11.1.3 “Approach Document” means a document setting out the strategy and approach to design, develop, and implement and use the DMABI Solution by the Bidder in accordance with the Business Requirement Document;

11.1.4 “Background Intellectual Property” means intellectual property owned or controlled by a Party, including intellectual property developed prior to or independently of this RFP or the Contract, which the Party determines, in its sole discretion, to make available for the carrying out of the Services and includes intellectual property licensed to or acquired by the Parties from time to time pursuant to this RFP and the Contract.

11.1.5 “Bank”, “NABARD”, “Purchaser”, “Buyer” means National Bank for Agriculture and Rural Development (NABARD);


11.1.7 “Business Days” means any day of the week except Saturday, Sunday or any day on which the banks in India are closed for business;

11.1.8 “Business Requirement Document” means a formal document that outlines the goals and expectations of NABARD in respect of the Project which shall be prepared by NABARD in consultation with a successful Bidder.

11.1.9 “Data Centre” / “DC” means data centre owned, operated, and/or controlled by NABARD, as intimated by NABARD in writing.

11.1.10 “Deliverables” means the products, infrastructure and services agreed to be delivered by the Bidder as per the Contract as defined more elaborately in the RFP, and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc.

11.1.11 “Documentation” means the then-current technical and functional documentation for each component of the DMABI Solution, whether software or hardware, including, but not limited to, configuration workbooks or release notes, terms of service and policies, as applicable.


11.1.13 “Confidential Information” means all information that NABARD designates as being confidential or which the circumstances surrounding the disclosure ought to be treated as confidential. It includes all information
disclosed / furnished by NABARD or any such information which comes into the knowledge of the Vendor during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the assignment, and shall mean and include, without limitation (1) data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; (2) information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s DMABI Solution, information relating to nature and content of data stored within DMABI Solution or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/or agents is covered by this agreement; (3) Information such as any trade secrets, discoveries, ideas, concepts, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity, commercial, financial, scientific or technical information, patent and trademark applications, process designs, process models, drawings, plans, designs, data, databases and extracts there from, formulae, methods, know-how and other intellectual property, marketing and pricing information, and other strategies, concepts, ideas; (4) technical or business information or material not covered in (i); (5) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, financial reports, business plans, customer lists, products or production processes, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (6) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (7) all such other information which by its nature or the circumstances of its disclosure is confidential. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.

11.1.14 “Bid” may be referred to as ‘Offer’.

11.1.15 “Bugs” means a failure of a software or program to perform as specified in the applicable product description and/or user's guide and/or installation guide due to defective software distribution media or otherwise.

11.1.16 “Commercial Bid / Financial Bid” indicates the response by the Bidder containing all relevant information required as per the Bill of Material in response to the RFP.

11.1.17 “Contract” means the agreement entered into between the Bank and the Bidder, pursuant to acceptance by the Bank of the Bidder’s Bid on terms as contained in this RFP, substantially in the form attached hereto as Annexure XV, and shall include all attachments and appendices thereto and all documents incorporated by reference therein including the SLA. The
said form of the Contract attached as Annexure XV is an indicative agreement proposed to be executed by NABARD with the selected Bidder, which shall be finalised at the time of execution thereof;

11.1.18 “Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;

11.1.19 “Data Model and Architecture” means a document created by the Bidder setting out the standards for all the data systems or a model of the functioning of the data systems interactions in relation to the DMABI Solution, in accordance with the Business Requirement Document.

11.1.20 “DMABI Solution” means the Data Management Analytics and Business Intelligence Solution to be designed and developed by the Bidder as per the Business Requirement Document provided under the Contract and shall include an Enterprise Data Warehouse, data lake, ETL Programs and business analytics programs.

11.1.21 “Enterprise Data Warehouse” means a centralized repository of single source of data with single version of truth for all current and future analytical applications as more particularly described in Clause 4.1.4.3.

11.1.22 “ETL Program” means a type of data integration program that refers to three steps ie extract, transform, load, and is used to blend data from multiple sources including operation source system, external data and data presentation area into the Enterprise Data Warehouse and supports transformation of raw operational data into data that is fit for user query and consumption.

11.1.23 “Losses” means all losses, liabilities, liens, obligations, fines, costs, charges, expenses, royalties, damages (whether or not resulting from third party claims), including those resulting from claims and including interest and penalties with respect thereto and related out-of-pocket expenses paid to third parties, including reasonable attorneys’ and accountants’ fees and disbursements.

11.1.24 "Party / Parties” means NABARD and the Bidder, as the context may require.

11.1.25 “Regulatory Authorities” means any government or governmental or regulatory body, or political subdivision, whether foreign, federal, state, city or local, or any agency, commission, authority, or instrumentality, any multinational, supra-national or quasi-governmental entity, body or authority, any self-regulatory organization, any court or arbitrator (public or private) thereof, or any entities that a government controls or owns (in whole or in part), including any state-owned, controlled or operated companies or enterprises.

11.1.26 "Security Architecture” means a unified security design that addresses the necessities and potential risks involved in a certain scenario or environment in respect of an information technology infrastructure.

11.1.27 “Services” means all services, scope of work and deliverables to be provided by a selected Bidder as described in the RFP and includes services ancillary to the DMABI Solution, such as installation, commissioning, integration with existing systems, provision of technical assistance by the selected
Bidder training, maintenance, support, contract and other such obligations covered under the RFP and the Contract.

11.1.28 “Software Licensing Cost” means the cost incurred or to be incurred by the selected Bidder for licensing of third party software for the purpose of the DMABI Solution.

11.1.29 “Technical Architecture” means a document specifying the overall plan for the DMABI Solution and shall include functional, infrastructure, data, deployment, network for the proposed DMABI Solution describing the flow of data from multiple source systems (including external data) and the transformations thereof within the DMABI Solution.

11.1.30 “Technical Bid” indicates the response by the Bidder to the technical requirement specifications and functional requirement specifications in response to the RFP.

11.1.31 “User Acceptance Test” means user acceptance testing to ensure that all features as agreed under the Contract of the DMABI Solution are functional.

11.1.32 “Warranty Period” is for a period of 12 months from date of Go Live for each of the two phases.

11.2 Use of Contract Documents and Information

11.2.1 The Supplier shall not, without the Bank’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 the Bank in connection therewith, to any person other than a person employed by the Supplier 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.

11.2.2 The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other Party without the prior written approval of the Bank.

11.3 Personnel and Inspection of Records

11.3.1 The Bidder shall coordinate with the authorised representatives of NABARD, for continuous monitoring and assessment by NABARD of the Services provided under the Contract.

11.3.2 The Bidder shall appoint sufficient number of individuals in order to ensure that the Services are provided to NABARD in a proper, timely and efficient manner. The Bidder shall provide NABARD with the names of the individuals who shall be involved in carrying out the Services and dedicated to the Project. The Bidder must provide all relevant details for each such individual such as designation, qualifications, past experience etc to NABARD or such other details as may be required by NABARD, in response to the RFP. Any change in the designated team of personnel appointed for the Services, shall be subject to prior written approval from NABARD. The individuals appointed by the Bidder shall be those indicated by the Bidder.
DMABI Solution

under its response to the RFP. Any additional individual shall be appointed subject to prior written approval from NABARD.

11.3.3 The Bidder shall maintain electronic books of accounts, log-books and any other operating records that it may deem necessary in connection with the rendering of Services under this Contract. The Bidder shall retain all such electronic books of accounts and operating records relating to the Services for a period of 7 (seven) years after the completion of the Services or earlier termination of the Contract.

11.3.4 In order to enable NABARD to comply with Applicable Laws, the Bidder shall furnish such documents and information, in addition to the books and electronic records maintained by the Bidder in terms of Clause 11.3.3 (Personnel and Inspection of Records) above, as may be requested by NABARD, from time to time, in relation to the Services rendered by the Bidder under the Contract, provided that the cost and expenses incurred in providing such documents and information (other than books and records maintained) by the Bidder shall be borne by NABARD.

11.3.5 During the Contract Period and thereafter, subject to receipt of advance notice of [3 (three)] Business Days from NABARD, the Bidder shall permit NABARD and/or its Authorized Representative(s) to, during normal business hours on any Business Day, access its premises to inspect the electronic records maintained by the Service Provider in relation to the Project.

11.3.6 If required under Applicable Law, the Bidder shall, during the Contract Period and thereafter, provide access to any Governmental Authority to inspect records, documents, books and accounts of the Bidder maintained in relation to the Services rendered under the Contract.

11.4 Subcontractors

11.4.1 Subcontracting or delegation of its obligations by the selected Bidder is explicitly prohibited, except with the prior written consent of NABARD in relation to subcontracting or delegation; and provided that the selected Bidder shall inform such sub-contractor of the confidential nature of information, which may be shared pursuant to such sub-contracting or delegation by the selected Bidder and procure that such sub-contractor is bound by the confidentiality obligations that are materially similar to those set out in Clause 11.2.2 of this RFP.

11.4.2 Unless NABARD specifically approves appointment of any sub-contractors submitted by the selected Bidder, the request shall be deemed to have been rejected and not approved by NABARD.

11.4.3 In relation to a sub-contractor appointed in terms of this Clause 11.4.3, NABARD may, withdraw its approval and direct the selected Bidder to terminate the appointment of such subcontractor with immediate effect or within such other period as may be prescribed by NABARD in its sole discretion, if NABARD reasonably determines that the subcontractor is in breach any terms of the Contract or if NABARD is not satisfied with the quality of Services rendered by such sub-contractor. Upon receipt of notice by the selected Bidder, the selected selected Bidder shall be required to terminate the appointment of such sub-contractor, provided that nothing
contained in this Clause 11.4.3 shall effect the right of the selected Bidder to appoint any other sub-contractor in terms of this Clause 11.4.3.

11.4.4 A copy of contract details entered between the selected Bidder and the sub-contractor shall be made available by the Bidder to NABARD within 7 (seven) days of engaging the sub-contractor.

11.4.5 Even if subcontracting by the selected Bidder is permitted at any time by NABARD, the selected Bidder shall be and remain responsible for all the Services provided to the Bank to the same extent as if such obligations were performed entirely by the selected Bidder. The selected Bidder shall be responsible for ensuring that the sub-contractor complies with all security requirements of the Contract and Bank shall have the right to obtain independent audit report for the such compliance.

11.5 Governing language

11.5.1 The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

11.5.2 The technical documentation involving detailed instruction for operation and maintenance, users’ manual etc. is to be delivered with every unit of the equipment supplied / Services provided. The language of the documentation should be English.

11.6 Applicable laws

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

11.7 Compliance with all Applicable Laws

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all Applicable Laws, pertaining to or applicable to the Bidder, its business, employees or its obligations towards them, and all purposes of this RFP and the Contract. Compliance in obtaining approvals/ permissions/ licenses

11.8 Compliance in obtaining approvals / permissions / licenses

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this Project or for the conduct of their own business under any Applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the Contract Period.

11.9 Performance security

11.9.1 The successful Bidder(s) shall provide performance security in the form of a performance bank guarantee from a scheduled commercial bank for an amount equivalent to 10% of the Contract Price (“Performance Bank Guarantee / PBG”). The PBG should be submitted within 21 days form
the execution of the Contract. If the PBG is not submitted, the Bank reserves the right to cancel the Contract.

11.9.2 The PBG shall be in force throughout the Contract Period and NABARD shall have the right to invoke the PBG during a period ending 6 months from the date of expiry / termination of the Contract.

11.9.3 Performance Bank Guarantee may be invoked in case of violation of any of the terms and conditions of the Contract or in case of deficiency / delay in implementation/Services provided by the successful Bidder.

11.9.4 In case of extension of the Contract, the Bidder will be required to submit a performance bank guarantee equivalent to 3% of the Contract Price for the total extension period with additional 6 months towards invocation period.

11.10 Forfeiture of performance security

The Bank shall be at liberty to set off/adjust the proceeds of the PBG towards the loss, if any, sustained due to the the selected Bidder’s failure to complete its obligations under the Contract. This is without prejudice to the Bank’s right to proceed against the selected Bidder if the PBG is not sufficient to fully cover the loss/damage suffered by the Bank, or otherwise.

11.11 Right to Alter Quantities

The Bank reserves the right to alter the requirement specified in the RFP. The Bank also reserves the right to delete one or more items from scope of Services specified in the RFP.

11.12 No Commitment to Accept Lowest or Any Offer

11.12.1 The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

11.12.2 The Bank will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations in this regard.

11.12.3 The Bids received and accepted will be evaluated by the Bank to ascertain the best and lowest Bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the order without assigning any reasons whatsoever. The Bank reserves the right to float the RFP again.

11.13 Information Security

Bidder will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank, which shall be be provided to the successful Bidder.
11.14 Assignment and Change of Control

11.14.1 Subject to Clause 11.4, the Bidder shall not assign, transfer, delegate, or pledge any of its rights or obligations hereunder to any third party without the prior written consent of NABARD, provided that Bidder shall ensure that any and all obligations shall be performed by such assignee in accordance with the terms herein and that the assignee complies with all rights, duties and obligations herein. NABARD shall be entitled to transfer and/ or assign the whole or any part of its respective rights and obligations hereunder to any third party.

11.14.2 At any point in time, in the event of change in ownership structure or change in control, in any manner whatsoever of the Bidder, or if any person / entity that, as of the date of furnishing of response to the RFP by the Bidder, does not possess, directly or indirectly, the power to direct or cause the direction of the management, policies or affairs of the Bidder, whether through the ownership of voting securities, by contract or otherwise, later comes into possession of such power, Bidder shall inform NABARD in writing of such change in control along with the details of new ownership structure or persons / entities in control. In such event NABARD shall have the right to terminate the Contract/reject the Bid with/of the selected Bidder and invoke the bid/performance security.

11.15 No Employer – Employee Relationship

The Contract shall be on a principal to principal basis and nothing in this RFP or the Contract (or any other arrangements contemplated herein) shall be deemed to create any employment or constitute a partnership or joint venture between the Parties or any of their holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents and shall not, except as may be expressly provided herein, constitute any Party as the agent or legal representative of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.

11.16 Business Continuity

The selected Bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank:

11.16.1 In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the Bidder shall render all technology and other reasonable assistance and help required by the Bank and to any new service provider engaged by the Bank, for a period of 180 (one hundred and eighty) days after the termination or expiry of the Contract for the smooth switch over and continuity of the Services. Bidder agrees to provide all relevant documentation, and transitional support in respect of the Services and other matters to any new service provider engaged by the Bank to ensure that there are no
interruptions or disruptions of any kind to NABARD’s systems and operations.

11.16.2 In the event of failure of the Bidder to render the Service, without prejudice to any other right, the Bank shall have as per this RFP and the Contract, the Bank at its sole discretion may make alternate arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Bidder before availaing such service from any other alternative source, the Bidder shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.

11.17 Co-operation

11.17.1 During the Contract Period, NABARD may undertake other data management projects or such other projects which may be data dependent or data intensive part, implement any new technology including cloud based technology, or undertake platformization itself or through third party service provider. Nothing contained herein, shall be deemed to create any obligation on NABARD to appoint or engage the Bidder to provide services in respect such projects.

11.17.2 The Bidder agrees to provide full co-operation and support to NABARD and / or its designee, at no additional cost, including by way of providing data, technology architecture and access to all non-proprietary/open source technology relating to the DMABI Solution, within such timelines as may be reasonably required by NABARD.

11.17.3 The Bidder shall not commit any act or omission, whether directly or indirectly, to frustrate the intent of this Clause. Failure by the Bidder to co-operate in the manner required by NABARD shall be deemed to be a breach of the Contract.

11.18 Intellectual Property Rights and Ownership

11.18.1 Parties acknowledge the Deliverables created by the selected Bidder pursuant to the Contract are on “work-for-hire” basis. Accordingly, NABARD shall be the first owner of all Deliverables and all intellectual property rights with respect thereto. NABARD’s ownership of the Deliverables will include all changes and additions to any Deliverables made by either Party and all derivative works created by either Party. To the extent that under Applicable Law, NABARD is not deemed to be the owner of the Deliverables, the selected Bidder irrevocably agrees to assign, transfer and convey, without any reservations, all rights, title and interest in and to the Deliverables to NABARD, in all mediums, and modes now known or in future discovered, on a worldwide and perpetual basis, without further compensation other than the Contract Price.

11.18.2 To the extent that under Applicable Law, intellectual property rights cannot be assigned in future modes and mediums, the selected Bidder irrevocably agrees to grant, to NABARD an exclusive, perpetual, irrevocable, unlimited, worldwide, royalty free, and unconditional license to use and commercialize
the Deliverables and exploit all intellectual property rights therein, in any manner, modes and media, now known or in the future discovered.

11.18.3 To the extent such license grant set forth in Clause 11.18.2 is not fully valid, effective or enforceable under Applicable Law, the selected Bidder shall grant to NABARD such rights as NABARD reasonably requests in order to acquire a legal position as close as possible to full legal ownership. In order to ensure that NABARD will be able to acquire, perfect and use such Deliverables, the selected Bidder shall: (i) transfer possession, ownership, and title to media, models, and other tangible objects containing the Deliverables to NABARD; (ii) sign any documents at the NABARD’s request to assist NABARD in the documentation, perfection and enforcement of its rights, and (iii) provide NABARD with support and reasonable access to information for recording, perfecting, securing, defending, and enforcing such intellectual property rights in the Deliverables. The selected Bidder irrevocably agrees authorize irrevocably to act on its behalf and take any necessary steps in order to perfect the NABARD’s rights under the Contract. The selected Bidder agrees to issue authorizations, whenever sought, or take actions in such form and manner as may be deemed fit and/or proper by NABARD for giving effect to these terms.

Bidder is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables provided and to the extent that they do not contain Bank Confidential Information.

Clause 11.18.3 only applies to intellectual property to be created by the Bidder in respect of the Deliverables. However, as per Clause 11.18.8, in case any third party intellectual property is incorporated in the Deliverables. It is the Bidder's responsibility to procure the licenses for such third party IPs.

11.18.4 In case under applicable law the selected Bidder retains any rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights” or other inalienable rights to any Deliverables under the Contract, the selected Bidder irrevocably agrees to waive all such rights, or, to the extent the selected Bidder cannot waive such rights, the selected Bidder agrees not to exercise such rights without prior written notice to NABARD and then only in accordance with any reasonable instructions that NABARD issues in the interest of protecting its rights.

11.18.5 The selected Bidder shall waive and quit to NABARD all claims, of any nature whatsoever, which the selected Bidder may have for infringement of any Deliverables assigned by the selected Bidder to NABARD.

To the extent of rights granted / assigned to NABARD, the Bidder will not have any claims of ownership or infringement of IP against NABARD.

11.18.6 Any suggestions or recommendations by the selected Bidder for improvements or modifications to NABARD’s Intellectual Property will be deemed to be NABARD’s Confidential Information and owned by
NABARD, without the need for NABARD to pay the selected Bidder any compensation of any kind whatsoever.

11.18.7 The selected Bidder shall (i) promptly notify NABARD of its Background Intellectual Property or confidential information that the selected Bidder intends to use while providing the Services or to incorporate in the Deliverables and (ii) not use any of NABARD’s Confidential Information in performing the Services or in the Deliverables without the Company’s specific prior written consent. The selected Bidder shall grant to NABARD a perpetual, irrevocable, non-exclusive, world-wide, royalty-free license to use the selected Bidder’s Background Intellectual Property in any manner including, as part of the Deliverables, and to disclose, make, have made, sell, import, copy, distribute, modify such Background Intellectual Property, perform or display such Background Intellectual Property and to sublicense such Background Intellectual Property to third parties with the same rights as part of the Deliverables. NABARD shall own all rights, title and interest in and to any and all modifications, customizations, improvements or derivative works of such Background Intellectual Property created pursuant to the Services. The selected Bidder hereby represents and covenants that, if the selected Bidder incorporates its Background Intellectual Property in any Deliverable, such incorporation shall not result in a breach or violation of any confidentiality agreement by which the selected Bidder is bound and such incorporation shall not infringe the rights of any third party.

It is further clarified that the above clause deals with inclusion of Background Intellectual Property of the Bidder in the Deliverables, and states that the Background Intellectual Property is licensed to the Bidder on a non-exclusive basis. The overall ownership of the Deliverables however is solely that of NABARD and NABARD will hold sole and exclusive IP in the Deliverables. Therefore, creation of any product similar to the Deliverables will be a violation of intellectual property rights of NABARD.

The selected Bidder shall grant to NABARD a perpetual, irrevocable, non-exclusive, world-wide, royalty-free license to use the selected Bidder's Background Intellectual Property as part of the Deliverables, and to disclose, make, have made, sell, import, copy, distribute, modify such Background Intellectual Property, perform or display such Background Intellectual Property and to sublicense such Background Intellectual Property to third parties with the same rights as part of the Deliverables.

However any modifications, customizations, improvements or derivative works of Background Intellectual Property pursuant to the Contract are also works made for hire and the ownership thereof should vest with NABARD alone.

11.18.8 If any third-party intellectual property, whether proprietary or open source, is incorporated within the Deliverables, the selected Bidder will identify and disclose to NABARD all such third-party intellectual property prior to its incorporation into any Deliverables. The selected Bidder will be responsible for supplying such third-party intellectual property and the appropriate licenses thereto at its own cost. Any third-party intellectual property not originally identified and disclosed to NABARD shall require the prior written consent of the Company for incorporation within a Deliverable. The
selected Bidder will also provide to the Company copies of all applicable licenses and other agreements pertaining to the third-party intellectual property prior to incorporation in a Deliverable.

As per Clause 11.18.8, in case any third party intellectual property is incorporated in the Deliverables, it is the Bidder's responsibility to procure the licenses for such third party IPs.

11.18.9 The assignments and licenses granted to NABARD shall not lapse or be deemed to be revoked or cancelled for any non-use or non-exercise of such assignments and / or license rights (either on one or more or all or part of any Deliverables) for any period or duration during the Contract Period or thereafter, and shall survive the termination of the Contract for any reason whatsoever.

11.18.10 It is clarified that subject to subclause 11.18.7, NABARD shall have the sole ownership and control of the Deliverables and shall be entitled to store the Deliverables at a server / location of its choice. The Bidder shall not be entitled to use the Deliverables in any manner except for the purposes of the Contract.

11.19 Corrupt and fraudulent practice

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RFP and subsequent contract(s). In this context, the Bidders to note the following:

11.19.1 **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

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

11.19.3 **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;

11.19.4 **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest; and

11.19.5 **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process?

11.19.6 The Bidders and their respective officers, employees, agents and other representatives shall observe the highest standard of ethics during the bid process. Notwithstanding anything to the contrary contained in this RFP,
the Bank reserves the right to reject a Bid and declare a Bidder ineligible for a period of three years to be awarded any contract by NABARD, if at any time it determines that the Bidder has engaged in any of the above practices in competing for or in executing a contract and shall be entitled to invoke any bid/performance bond/security as the case may be without prejudice to any other right or remedy that may be available to NABARD under this RFP or Applicable Law.

11.20 Waiver

11.20.1 To the extent permitted by Applicable Law: (a) no claim or right arising out of this RFP and/or the Contract or the documents referred to in this RFP can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the Party or Parties giving the same; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this RFP and/or the Contract or the documents referred to in this RFP.

11.20.2 The rights and remedies of the Parties hereto are cumulative and not alternative. Except where a specific period for action or inaction is provided herein, neither failure nor any delay on the part of either Party relating to the exercise of any right, power, privilege or remedy provided under this RFP or the Contract with the other Party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this RFP or the Contract, all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either Party at law or in equity. The failure of a Party to exercise any right conferred herein within the time required shall cause such right to terminate with respect to the transaction or circumstances giving rise to such right, but not to any such right arising as a result of any other transactions or circumstances.

11.21 Cumulative Remedy

Irreparable damage may occur if any of the provisions of this RFP and/or the Contract were not performed in accordance with their specific terms or otherwise; and therefore the Bank shall be entitled to seek an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. All rights, remedies or benefits provided for by Applicable Law or in this RFP and/or the Contract, and the exercise of any remedy by NABARD or the Bidder shall not be deemed an election to the exclusion of any other remedy.
11.22 Confidentiality

11.22.1 All confidential information (from either party) is deemed as confidential within 15 days of disclosure by the disclosing party. This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it.

11.22.2 The Bidder will be exposed by virtue of the contracted activities to the internal business information of Bank, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information to Parties not directly involved in providing the Services requested could result in the disqualification of the Bidder, premature termination of the Contract, or legal action against the Bidder for breach of trust.

11.22.3 In case the selected Bidder acts is extending similar services to multiple customers, Bidder shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to Services within the ambit of this RFP and subsequent purchase order.

11.22.4 The Bidder shall not, without the written consent of the Bank, disclose the Contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).

11.22.5 Confidential Information shall not be used, reproduced or derived any benefit out of in any form except as required to accomplish the intent of this RFP. Any reproduction of any Confidential Information of NABARD shall remain the property of NABARD and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of NABARD, the Bidder (i) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (ii) shall not disclose any Confidential Information of the other to any person other than individuals such as counsel, directors, officers, employees, agents and representatives whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein “Reasonable Steps” means those steps the Bidder takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. If the Bidder is compelled by Applicable Law or legal process to disclose Confidential Information of NABARD, it shall provide NABARD with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at NABARD’s expense, if NABARD wishes to contest the disclosure.

11.22.6 The Bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing its obligations hereunder.

11.22.7 The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (i) as
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evidenced in writing, is independently developed by the recipient without reference to the discloser’s Confidential Information and without breaching confidentiality obligations, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (ii) is or has become generally available to the public without breach of this RFP by the recipient; (iii) as evidenced in writing, at the time of disclosure, was known to the recipient free of restriction and was not unlawfully appropriated; or (iv) the discloser agrees in writing is free of such restrictions.

11.22.8 The selected Bidder shall submit a non-disclosure agreement as per Annexure -XIII on non-judicial stamp paper of appropriate value.

11.22.9 The Bidder shall not publish or disclose in any manner, without the Bank’s prior written consent, the details of any security safeguards designed, developed or implemented by the Bidder under the Contract or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the Bank (removed for repair, replaced or upgraded) are cleared of all Bank data and software. The Bidder shall also ensure that all subcontractors (if permitted in Contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank’s prior written consent, the details of any security safeguards designed, developed or implemented by the Bidder under this RFP or the Contract or existing at any Bank location.

11.22.10 Upon request of NABARD, the Bidder shall promptly and shall ensure that their Affiliates, directors, officers, agents, counsel, representatives and employees promptly: (i) return all documents containing Confidential Information, and (ii) destroy any copies of such documents, and any documents or other records (whether written or electronic) other than Confidential Information that may have been stored electronically as part of routine data back-ups which cannot be destroyed, to which these confidentiality obligations will continue to apply, and which must be kept strictly confidential by taking Reasonable Steps.

11.23 Service Level Agreement

The selected Bidder shall execute a Service Level Agreement (SLA) with the Bank based on the terms tentatively set out under Annexure-XVI on a non-judicial stamp paper of appropriate value. The final form of the SLA shall be as determined by NABARD at the time of the execution of the Contract.

11.24 IPR Infringement

11.24.1 In the event of any claim of infringement of intellectual property rights arising from use of the DMABI Solution or any component thereof by the NABARD, NABARD may, at its option require the Bidder to: (i) obtain the right to permit NABARD to continue using the DMABI Solution or the relevant component thereof, or (ii) modify or replace the relevant portion(s)
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of the DMABI Solution with a non-infringing alternative having substantially equivalent performance within a reasonable period of time.

11.24.2 NABARD’s rights set out herein shall not prejudice any other remedy available to NABARD under the Contract including but not limited indemnity or the right to terminate the Contract.

11.24.3 As a condition to avail the foregoing indemnity, the NABARD agrees to notify Bidder in writing of the claim; and allow the Bidder to control, and cooperates with the NABARD in, the defense and any related settlement negotiations.

11.24.4 Bidder shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Bidder’s compliance with Bank’s specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an infringement claim and NABARD did not inform NABARD of the same); (ii) inclusion in a deliverable of any content or other materials provided by NABARD and the infringement relates to or arises from such NABARD materials or provided material; (iii) modification of a deliverable after delivery by Bidder to NABARD if such modification was not made by or on behalf of Bidder; (iv) operation or use of some or all of the deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable statement of work by Bidder; or (v) use of a superseded release of some or all of the deliverables or NABARD’s failure to use any modification of the deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by Bidder.

11.25 Escrow Arrangement

The Parties shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the customised code developed by the bidder for DMABI solution including of the Background Intellectual Property supplied by the Vendor to NABARD, in order to protect its interest under the Contract in the event

(i) bankruptcy, winding up, liquidation proceedings are commenced in respect of the the selected Bidder, or
(ii) the Bidder passes a resolution approving voluntary winding up proceedings, or
(iii) a receiver is appointed in respect of the Bidder or
(iv) there is an assignment by the Bidder for the benefit of its creditors, or
(v) the Bidder is involved in any dispute with a third party and/or the Bank, which, in NABARD’s sole determination, affect the rights in the Background Intellectual Property.
The Parties shall enter into a tripartite escrow agreement with the mutually agreed escrow agent, which will set out, *interalia*, the events of the release of the source code of the Background Intellectual Property and the obligation of the escrow agent. Costs for the escrow will be borne by NABARD. As a part of the escrow arrangement, the Vendor will provide a detailed code documentation of the Background Intellectual Property, which has been duly reviewed by an external independent organization for its validity. It is clarified that off the shelf software products sourced from OEMs are excluded from the purview of Escrow arrangement. Cost for such detailed code documentation validation will be borne by NABARD. Notwithstanding the occurrence of any event which gives effect to the escrow arrangement contemplated herein, the Bank shall have the right to continue using the Deliverables as per the terms of the Contract and RFP.

### 11.26 Limitation of Liability

Bidder’s aggregate liability under the Contract shall be limited to a maximum of an amount equivalent to 100% of the Contract Price.

This limitation shall not apply to claims for:

1. infringement of third party intellectual property, or breach of confidentiality;
2. gross negligence, wilful misconduct or any criminal liability.

Neither Party shall be liable for any indirect, consequential, incidental or special damages under the Contract.

Neither Party shall be liable for any indirect, consequential, incidental, consequential, punitive or special damages under the Contract, even if such party has been advised of the possibility of such damages.

Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the NABARD or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the NABARD, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the NABARD. Such failures or delays shall be brought to the notice of the NABARD and subject to mutual agreement with the NABARD, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the NABARD for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.
11.27 Audit

11.27.1 NABARD would require the independent right to conduct its own audit, specifically with regard to the hardware and software used to provide services under the contract, by the Bidder. The selected Bidder shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the Services. In case any of the Services are further outsourced/assigned/ subcontracted to other vendors, it will be the responsibility of the Bidder to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.

The audit requirement under this sub-clause is in relation to the RBI / regulatory authorities and cannot be subject to prior permission.

11.27.2 The selected Bidder shall, whenever required by such auditors, furnish all relevant information, records/data to them. The Bidder shall bear the cost of one audit per year by NABARD. If NABARD undertakes any subsequent audits in a relevant year, then the cost for such audits shall be borne by NABARD. NABARD may conduct an audit or inspection by providing the selected Bidder at least 7 (seven) Business Days’ prior written notice, however prior notice may not be given for audit or inspection conducted by regulatory authority.

11.27.3 Where any deficiency has been observed during audit of the selected Bidder on the risk parameters finalized by the NABARD or in the certification submitted by the auditors, it is agreed upon by the Bidder that it shall correct/ resolve the same, within timelines prescribed by NABARD. In such instance, any cost incurred by NABARD in undertaking the audit, shall be reimbursed by the Bidder to NABARD immediately, and in no event later than 7 (seven) days from completion of audit report. The Bidder shall provide certification of the auditor to the NABARD regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

11.27.4 NABARD reserves the right to call for and/or retain any relevant material information / reports including audit or review reports undertaken by the Bidder (e.g., financial, internal control and security reviews) and findings made on the Bidder in conjunction with the Services provided to the NABARD.

11.27.5 The Bidder shall also get itself audited by internal or external empaneled auditors appointed by NABARD, on an annual basis, covering the risk parameters finalized by NABARD such as IT hardware, software, data privacy, cybersecurity, regulatory or statutory compliance. The Bidder shall submit the certification received by it from the relevant auditors to NABARD. The Bidder shall permit any audit by inspecting officials from the Reserve Bank of India or any regulatory authority as required under Applicable Law. The Bidder and/ or its permitted sub – contractors shall facilitate any audit required pursuant to this Clause.
11.28 Right of Publicity

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

11.29 Indemnity

11.29.1 The Bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney’s fees and court costs which are or may be required to be paid by reasons of (i) any breach of the Bidder’s obligation under these general conditions or (ii) for which the Bidder has assumed responsibilities under the Contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the Bidder in connection with the performance of any system covered by the Contract or (iii) acts or omissions of the Bidder which amount to negligence or wilful misconduct; or (iv) any losses arising out of or in relation to any accident or injury sustained or suffered by the Bidder’s workmen, contractors, sub-contractors, service providers, agent(s), employed/engaged otherwise working for the Bidder or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Bidder. The Bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the Contract and to protect the Bank during the tenure of purchase order.

11.29.2 Where any patent, trade mark, registered design, copyrights and/or intellectual property rights vest in a third party or in the event of any infringement of alleged infringement by Bidder of third party’s intellectual property or NABARD’s intellectual property, the Bidder shall be liable for settling with and paying any license fee, royalty and/or compensation thereon.

11.29.3 The rights of NABARD pursuant to this Clause 11.29 shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to NABARD at equity or law including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

11.29.4 Indemnification Procedure for Third-Party Claims

(i) In the event that NABARD receives notice of the assertion of any claim or the commencement of any action by a third-party in respect of which indemnity may be sought under the provisions of this Clause 11.29 (a “Third-Party Claim”), NABARD shall notify Bidder in writing of such Third-Party Claim (such notice, a “Notice of Claim”) within 10 (ten) Business Days of receipt of notice thereof; provided that the failure or delay in notifying the Bidder of such Third-Party Claim will not relieve the Bidder of any liability it may have towards NABARD.

(ii) The Bidder shall assume the defense or prosecution of such Third-Party Claim and any litigation resulting therefrom with counsel acceptable to
NABARD and at the sole cost and expense of the Bidder (a “Third-Party Defense”). The Bidder shall undertake the investigation, defense and settlement thereof in agreement with NABARD. The Bidder will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of NABARD. NABARD may retain separate co-counsel at the expense of the Bidder. Upon assumption of the defense of a Third Party Claim, the Bidder shall be conclusively deemed to have acknowledged that the Third-Party Claim is within the scope of its indemnity obligation under this Contract. The Bidder shall conduct the Third-Party Defense actively and diligently and provide copies of all correspondence and related documentation in connection with the Third-Party Defense to NABARD to the extent it does not adversely affect attorney-client privilege. The Bidder will not take any action, or omit to take any action, without the consent of NABARD, that would cause (x) any contracts, correspondence or other documents or confidential information of NABARD or its affiliates to be disclosed to a third-party or (y) any director, officer, employee or agent of NABARD to take any action related to the Third-Party Claim which could reasonably be expected to interfere with or contravene such person’s duties to NABARD or its affiliates. NABARD will provide reasonable cooperation in the Third-Party Defense.

(iii) Notwithstanding the foregoing, Bidder shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Bidder’s compliance with NABARD’s specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an infringement claim and NABARD did not inform bidder of the same); (ii) inclusion in a deliverable of any content or other materials provided by NABARD and the infringement relates to or arises from such NABARD materials or provided material; (iii) modification of a deliverable after delivery by Bidder to NABARD if such modification was not made by or on behalf of Bidder; (iv) operation or use of some or all of the deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable statement of work by Bidder; or (v) use of a superseded release of some or all of the deliverables or NABARD’s failure to use any modification of the deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by Bidder.

(iv) If counsel for NABARD reasonably determines that there are legal defenses available to NABARD different from or in addition to those available to the Bidder or an actual conflict of interest exists between NABARD and the Bidder in the defense of any Third-Party Claim, then counsel for NABARD shall be entitled, if NABARD so elects, to conduct the defense to the extent reasonably determined by such counsel to protect the interests of NABARD, at the expense of the Bidder.
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(v) If the Bidder does not assume the Third-Party Defense, NABARD shall have the right to assume the Third-Party Defense with counsel of its choice at the expense of the Bidder; provided, that NABARD shall control the investigation, defense and settlement thereof. NABARD shall have the right to agree to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim.

(vi) The Bidder will not be entitled to assume the Third-Party Defense if: (i) the Third-Party Claim seeks, in addition to or in lieu of monetary damages, any injunctive or other equitable relief, other than injunctions seeking to terminate or limit the Services; (ii) the Third-Party Claim relates or arises in connection with any criminal action, indictment or allegation; (iii) NABARD reasonably believes an adverse determination with respect to the Third-Party Claim would be detrimental to or injure NABARD’s reputation or business prospects; (iv) Bidder has failed or is failing to vigorously prosecute or defend such Third-Party Claim (as reasonably determined by NABARD); or (vi) the Bidder fails to provide reasonable assurance to NABARD of its financial capacity to prosecute the Third-Party Defense. In such instance, NABARD shall have the right to assume the Third-Party Defense with counsel of its choice at the expense of the Bidder; and NABARD shall control the investigation, defense and settlement thereof. NABARD shall have the right to agree to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim.

(vii) It is further clarified that NABARD would require the detailed indemnity clause set out in Clauses 11.29.1 -11.29.4 contract as it specifically sets out the independent agreement between the parties on the rights that may be availed by NABARD against the Bidder in the instance of breach of any obligations of the Bidder or any claims arising against NABARD due to certain acts / omissions of the Bidder. Indemnity is in addition to and separate from other contractual remedies available to the parties.

11.30 Force majeure

11.30.1 If the performance as specified in this Contract is prevented, restricted, delayed or interfered with for any cause beyond the control of the Parties, including by reason of fire, explosion, cyclone, floods, war, hostilities, revolution, riots, acts of public enemies, espionage, blockage or embargo, pandemic, epidemic, lockdowns, acts of God, network failure or failure of electronic transmission, default or failure of/by any third party, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations, strikes, lockouts, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the Party affected, provided that the current ongoing situation regarding COVID-19 and/or lockdowns due to COVID-19 shall not be considered a force majeure event under this Contract (“Force Majeure Event”), then notwithstanding anything here before contained, the Party affected shall not be considered to be in default of performance of obligations under the terms of this Contract or for indemnification provided for hereunder to the
extent such performance relates to prevention, restriction, delay or interference, and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost dispatch.

11.30.2 If a Force Majeure Event arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event. If NABARD determines it is commercially or technically infeasible to cure the Force Majeure Event and so notifies the Bidder, then NABARD may terminate the Contract effective immediately upon delivery of notice of termination to the Bidder.

As there is dependency of NABARD solely on the Bidder for the performance of services, if NABARD determines that it is not commercially or technically feasible for the Bidder to provide the services due to a force majeure event, it should be entitled to terminate the agreement immediately. Separately the clause also provides that the Bidder would not be held to be in default of its obligations or liable to provide indemnity for any failure to perform due to a force majeure event which should give the Bidder additional comfort.

The Force Majeure clause contemplates that both parties may be affected by a Force Majeure Event and to that extent, the force majeure clause is mutual. Only the right of termination due to the occurrence of a force majeure event is restricted to NABARD owing to the fact that NABARD is the recipient of the service.

Given that force majeure events are not foreseeable, it is difficult to contemplate a specific timeline within which termination rights shall be made available to the Parties. However, it is clarified that to the extent the force majeure event affects the Bidder, the Bidder shall not be liable for delays caused due to such force majeure event.

11.31 Resolution of Disputes

11.31.1 All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Contract) shall be first resolved amicably by Parties. For the purpose of such amicable settlement, each Party shall within 7 days from the date either party notifies the other of a dispute having arisen, select/appoint 1(one) senior representative from their respective management who shall undertake all discussions on behalf of their respective organisation, in order to settle the dispute amicably. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives (“Settlement Period”).
11.31.2 In case of failure to resolve the disputes and differences amicably in accordance with Clause 11.31.1 prior to expiry of the Settlement Period, such unsettled dispute or difference shall be referred to and finally resolved by arbitration administered by the Mumbai Centre for International Arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Clause 11.31.

11.31.3 In the event of such arbitration:
   (i) The language of the proceedings shall be in English;
   (ii) the tribunal shall consist of 3 (three) arbitrators; 1 (one) to be appointed by NABARD, 1 (one) to be appointed by the Bidder, and the third to be appointed by the 2 (two) arbitrators. If either NABARD or the Bidder fails to appoint an arbitrator as set out in this Clause 11.31, the arbitrator of such Party shall be appointed in accordance with the MCIA Rules;
   (iii) the tribunal shall be entitled to decide on and apportion the costs and reasonable expenses (including reasonable fees of counsel retained by the Parties) incurred in the arbitration;
   (iv) the existence and content of any arbitration proceeding, and any award thereof shall be confidential among the Parties, and subject to the terms of Clause 11.22 hereof; and
   (v) the existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Contract which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

11.31.4 The seat & venue of arbitration shall be in Mumbai. The award of the arbitrators shall be final and binding on the Parties and may be specifically enforced by any court of competent jurisdiction. It is hereby agreed that in all disputes referred to the arbitration, the arbitrators 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 arbitrators shall not have powers to order any interim measures whatsoever during the course of arbitration.

11.31.5 Notwithstanding anything in the contrary set forth in this RFP, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction, including pre-arbitral attachments, temporary restraining orders, or temporary injunctions, as may be necessary to preserve the rights of such Party. The application by either Party to a judicial authority for such measures shall not be deemed to be an infringement or a waiver of the covenant of the Parties to submit disputes to arbitration under this Contract and shall not affect the relevant powers reserved to the arbitrators pursuant to this Clause 11.31.

11.31.6 All disputes arising out of or in any way connected with this Contract shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.

11.31.7 Any notice given by one Party to the other pursuant to the Contract shall be sent to the other Party in writing, by hand, registered post or email to the
other Party's specified address. A notice shall be deemed delivered (i) if delivered by hand, upon delivery; (ii) if delivered by registered post, at the start of the second Business Day after the date of posting; or (iii) if delivered by email, when the sending of the email is recorded on the sender's computer unless the sender receives a message indicating unsuccessful transmission.

11.31.8 For the purpose of all notices, the following shall be the address of NABARD:

The Chief General Manager
National Bank for Agriculture and Rural Development
Department for Data Management Analytics and Business Intelligence
C-24, 'G' Block
Bandra Kurla Complex
Bandra (East), **Mumbai 400 051**
Email: ddmabi@nabard.org

11.31.9 Notices to the Bidder shall be sent to the registered address of the Bidder and email ID as provided by the Bidder under the Contract / in response to this RFP.

### 11.32 Other Clauses

11.32.1 NABARD has the sole ownership of and the right to use, all data that may be in possession of the Bidder or its representative in the course of performing the Services under the agreement that may be entered into. All documents, reports, information, data etc. collected and prepared by Bidder in connection with the Scope of Work submitted to NABARD will be property of the Bank. The Bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by NABARD for carrying out of any Services with any third parties. Bidder shall not without the prior written consent of NABARD be entitled to publish studies or description article with or without illustrations or data in respect of or in connection with the performance of Services.

11.32.2 No provision of the RFP is intended to, or shall, confer any right on a third-party beneficiary or other rights or remedies upon any person other than the Parties hereto; nor impose any obligations on the part of the Parties to the agreement towards any third parties.

11.32.3 The Bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc., in connection with delivery of products/Services at site including incidental Services and commissioning.

11.32.4 The Bidder must also ensure that all Applicable Laws framed by the Central Government, State Government and Local bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/labour laws are complied with while providing caretaker services. The selected Bidder may have to execute an indemnity bond in favour of the Bank in this regard.
It is a specific obligation for the Bidder to comply with applicable laws while providing the Services and NABARD may be exposed to liability for any breach of applicable law by the Bidder, NABARD would require a specific indemnity bond with regard to such compliances independent of the contract.

11.32.5 Providing clarifications / particulars / documents, etc., to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the Bidder at his cost.

11.32.6 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on Income and Profits made by the Bidder in respect of this Contract.

11.33 Representation and Warranties

The selected Bidder shall be deemed to have made the following representations and warranties as of the date of the Bid:

11.33.1 That the selected Bidder has the requisite qualifications, skills experience and expertise in providing Services contemplated hereunder. It has the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the Service / Systems sought to NABARD and shall undertake all Services and obligations under this Contract on a first priority basis.

11.33.2 That the selected Bidder is not involved in any litigation, potential, threatened / existing that may have an impact of affecting or compromising the performance and delivery of Services / Systems under the Contract.

11.33.3 That the selected Bidder is not bankrupt or insolvent under the Applicable Laws of its applicable jurisdiction and there are no insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it, or is pending or, to the best of its knowledge, threatened in writing, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

11.33.4 That the representations made by the selected Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless NABARD in writing specifies
to the contrary, the selected Bidder shall be bound by all the terms of the Bid.

11.33.5 That the selected Bidder has professional skills, personnel and resources / authorisation that are necessary for providing all such Services as are necessary to perform its obligations under the Bid and this Contract.

11.33.6 That the selected Bidder shall ensure that all assets including but not limited to software’s, licenses, databases, documents etc. developed, procured, deployed and created during the terms of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.

11.33.7 That the selected Bidder shall use assets as NABARD may permit for the sole purpose of execution of its obligations under the terms of the Bid, RFP or the Contract. The selected Bidder shall, however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

11.33.8 That the selected Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep NABARD, its directors, officers, employees, representatives, consultant and agents indemnified in relation thereto.

11.33.9 That all the representations and warranties as have been made by the selected Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of the Contract.

11.33.10 That the execution of the Services would be in accordance and in compliance with all Applicable Laws as amended from time to time and the regulatory framework governing the same.

11.33.11 That there are no inquiries or investigations have been threatened, commenced or pending against the selected Bidder or its team members by and statutory or regulatory or investigative agencies.

11.33.12 That the selected Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorise execution, delivery and performance by it of the Contract.

11.33.13 That neither the execution and delivery by the selected Bidder of the Contract nor the selected Bidder’s compliance with or performance of the terms and provisions of the Contract will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental authority binding on the selected Bidder nor will it conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the selected Bidder is a Party or by which it or any of the property or assets is bound
or to which it may be subject or violate any provision of the constitution documents of the selected Bidder.

11.33.14 That the selected Bidder certifies that all registrations, recording, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the selected Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

11.33.15 That there has not and shall not occur any execution, amendment or modification of any Contract without the prior written consent of NABARD, which may directly or indirectly have a bearing on the Contract or Services rendered.

11.33.16 That no sums, in cash or kind, have been paid or shall be paid, by the selected Bidder or on its behalf, to any person by way of fees, commission or otherwise for entering into the Contract or for influencing or attempting to influence any officer or employee of NABARD in connection therewith.

11.33.17 The selected Bidder shall not, make any announcements or statements to any person that are or may be derogatory, defamatory or prejudicial to NABARD, or any of its affiliates, directors, employees, officers, agents or advisors, in any manner.

11.33.18 Appropriately qualified personnel appointed by the selected Bidder shall perform Services with due care and diligence and to such high standards of quality as it is reasonable for NABARD to expect in all the circumstances post the expiry of this Contract.

11.33.19 The selected Bidder further undertakes to exercise all due diligence with regard to and shall maintain strict controls and physical and digital safeguards in connection with the Services.

11.33.20 That no representation or warranty by it contained herein or in any other document furnished by the selected Bidder to NABARD or to any government instrumentality in relation to the Services contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

11.33.21 That the selected Bidder shall ensure that the employees of the Bidder/third party sub-contractors who are engaged in providing the Services under this Contract shall have executed/execute such confidentiality documents as may be required by NABARD and shall have confidentiality obligations not lesser than those prescribed under this Contract.

Confidentiality contracts with employees will only be held to be compliant with the terms of the agreement so long as they provide terms which are no less severe than the terms mentioned in the RFP.

11.33.22 The selected Bidder shall be fully and completely responsible and liable for all acts, omissions, liabilities undertaken by personnel employed/engaged by the selected Bidder and shall be solely responsible for any
and all claims, payments and benefits payable to such personnel employed by the Bidder.

11.33.23 The selected Bidder will not violate the intellectual property rights of third parties whilst providing the Services.

11.33.24 The selected Bidder has adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to provide uninterrupted performance of Services consistent with the standards agreed herein.

11.33.25 The selected Bidder agrees that NABARD shall retain real and effective control / retention of full ownership of the Deliverables and DMABI Solution at all times during and after the term of the RFP and Contract.
1. Annexure I – Bid Forwarding Letter
(To be submitted on Vendor’s Letter Head)

Date:

The Chief General Manager
Department for Data Management, Analytics and Business Intelligence
National Bank for Agriculture and Rural Development,
3rd Floor, C-24, G Block
Bandra Kurla Complex (BKC), Bandra (E)
**Mumbai - 400 051**

Dear Sir,

**DMABI Solution for NABARD**

We, the undersigned, offer to submit our Bid in response and accordance with your tender
NB.HO.DDMABI/209/01(RFP)/2021-22 dated 01 January 2022. Having examined the
tender document including all Annexures carefully, we are hereby submitting our proposal
along with all the requisite EMD and other documents as desired by the Bank.

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

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

We agree to abide by this offer till 180 days from the date of last day for submission of offer
(Bid).

We agree that, the rates quoted by us would serve as a rate contract for future additional
services.

We agree that, the Bank will pay power charges based on actual power units consumed.

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

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

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

Dated at ______ day of _______ 2022.

Yours sincerely,

**Date**

**Signature of Authorised Signatory:**

**Place**

**Name of the Authorised Signatory:**

**Designation:**

**Phone & E-mail:**

**Name of the Organisation:**

**Seal**
## 2. Annexure II : Details of Vendor

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents to be Submitted</th>
<th>Bidder’s Response (to be filled in by vendor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Year of establishment</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ownership of Bidder</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Registration number and date of registration.</td>
<td>Copy of Registration Certificate.</td>
</tr>
<tr>
<td>5</td>
<td>Registered Office Address.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>GST Number</td>
<td>Copy of GST Registration certificate</td>
</tr>
<tr>
<td>7</td>
<td>PAN No.</td>
<td>Copy of PAN number.</td>
</tr>
<tr>
<td>8</td>
<td>Promotor / Director Details</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Designation (Promoter / Director)</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Mobile No.</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Mail Id</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Address of vendor Office at Mumbai with contact numbers</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Land Line No.</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Mail Id</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Contact Details of Bidder’s authorized Representative (on whose behalf Power of Attorney issued).</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Mobile No.</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Mail Id</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Specimen Full Signature and initials.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>MSME Details</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Whether Bidder MSME (Yes/No)</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>MSME Registration No</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Date till which MSME Certificate is valid.</td>
<td></td>
</tr>
</tbody>
</table>
### Documents to be Submitted

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>Attested Copy of MSME Certificate attached. (Yes / No)</td>
</tr>
</tbody>
</table>

### Bank Account Details

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Bank Name</td>
</tr>
<tr>
<td>B</td>
<td>Account Number</td>
</tr>
<tr>
<td>C</td>
<td>IFSC Code</td>
</tr>
<tr>
<td>D</td>
<td>Account Type</td>
</tr>
<tr>
<td>E</td>
<td>Copy of Cancelled Cheque attached. (Yes / no)</td>
</tr>
<tr>
<td>F</td>
<td>Bank Mandate form as per Annexure–XI attached. (Yes/No).</td>
</tr>
</tbody>
</table>

I certify that the above-mentioned information and the relevant annexure and enclosures are true and correct.

**Date:**

**Place:**

**Name of the Authorized Signatory**

**Designation**

**Name of Organisation**

**Seal**

---

### Note

1. Bidder response should be complete with all relevant documents attached.

2. Documentary proof, sealed and signed by authorized signatory, must be submitted.

3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. NABARD will not make any separate request for submission of such information.

4. NABARD will contact the vendor referenced customer for verifications of facts and, the vendor may ensure that the customer is intimated in this regard. Further in case NABARD feels to visit the reference customer, the Bidder to take necessary approvals for the same. NABARD will not make any separate request to the Bidder’s customers.
DMABI Solution

5. Proposal of the Bidders are liable to be rejected in case of incomplete information or non-submission of documentary proof as per Clause 5.2.
### ANNEXURE III: Minimum Eligibility Criteria

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Evaluation</th>
<th>Documents to be submitted</th>
<th>Compliance (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Credentials</strong>&lt;br&gt;The Bidder/Prime Bidder in case of Consortium arrangement, should be a limited liability company incorporated under Companies Act 1956/2013 and having its registered office in India and dealing with IT related products for at least 3 years immediately preceding the Bid submission</td>
<td>- Certificate of Registration issued by Registrar of Companies;&lt;br&gt;- The latest registered copy of Memorandum and Articles of Association;&lt;br&gt;- GST Registration Certificate;&lt;br&gt;- Certificate from authorized signatory/Company Secretary of the Bidder indicating that they are in IT Solution for last 3 years</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Financials</strong>&lt;br&gt;The Bidder / Prime Bidder in case of Consortium arrangement, should have a minimum annual turnover of ₹ 500.00 crore and should also be in operating profit during the last three financial years, viz., 2018-19, 2019-20 &amp; 2020-21&lt;br&gt;The Net worth of the Bidder should be positive as on 31 March 2021</td>
<td>- Audit Balance Sheets of last three FY viz. 2018-19, 2019-20 &amp; 2020-21.&lt;br&gt;- CA Certificate exclusively indicating the turnover, profit after tax for the last 3 years, and Net worth as on 31 March 2021&lt;br&gt;- In case the Bidder’s company is having loss for the last 3 years, a confirmation is to be given that the current net worth is positive and bank may consider such Bids after duly evaluating the financial strengths vis-à-vis the technical expertise of the company</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Experience</strong>&lt;br&gt;The Bidder / Prime Bidder in case of a Consortium arrangement, should have supplied and implemented / under implementation a Data Warehouse / analytics solution in atleast 3 institutions in India/Global of which one should be in BFSI / Regulatory institutions in India, during last seven years (i.e. Since April 2014). References of top three projects (in terms of size of the solution) of the Bidder should be submitted.&lt;br&gt;In case Bidder has signed Copies of POs (with commercials masked, if required) and a Letter from the Customer confirming the successful implementation of the solution in their organisation should be submitted. The letter must indicate the Start and End date of implementation, Size of the Data Warehouse Solution (no. of licenses) and No. of locations included. Contact Details of SPoC from the three organisations should also be furnished.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## DMABI Solution

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Evaluation</th>
<th>Documents to be submitted</th>
<th>Compliance (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Confidentiality Agreement with Customers, a Self-Declaration by Bidder with Masked PO may be submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td><strong>Data Security</strong></td>
<td>Certification issued by an accreditation body (listed on International Accreditation Forum website)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Bidder should have ISO 27001 certification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td><strong>Non Blacklisting</strong></td>
<td>Bidder should submit a declaration to the effect as per the format provided in Annexure-VII. If this declaration is found to be false, the Bank shall have the right to reject Bidder’s offer and if the Bid has resulted in a contract, the contract is liable to be terminated</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Bidder should not have been blacklisted by any Bank, Financial Institution, Govt.’s Vendor Black List earlier.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. ANNEXURE IV – Evaluation Methodology

4.1 Evaluation by the Technical Evaluation Committee

The Technical Bids would be evaluated by the Technical Evaluation Committee based on the technical evaluation criteria and sub criteria listed below

<table>
<thead>
<tr>
<th>Stage A (20% weight in Technical Score)</th>
<th>Compliance with Technical Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Maximum Score 100</td>
</tr>
<tr>
<td></td>
<td>Weighted Maximum Score 20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stage B (80% weight in Technical Score)</th>
<th>B1 – Bidder Experience 30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>B2 – People with Expertise 20</td>
</tr>
<tr>
<td></td>
<td>B3 – Bidder Presentation, DMABI Solution Evaluation, Approach &amp; Plan 40</td>
</tr>
<tr>
<td></td>
<td>B4 – Customer Site Visit/ Video Conference (Feedback received from selected client broadly on the above-mentioned criterion) 10</td>
</tr>
</tbody>
</table>

4.1.1 When deemed necessary the Tender Evaluation Committee may seek clarifications on relevant aspects from the Bidder. However, that would not entitle the Bidder to change or cause any change.

4.1.2 The scoring methodology for Technical Bid components is explained in the following paragraphs.

4.1.3 Scores for the above individual parameters shall be added to determine the technical scores of the Bidders. The Bidder with the highest technical score shall be ranked as T1.

4.2 Scoring Methodology for Stage A

4.2.1 The Bidder should provide a response to each of the requirements listed in Appendix III. The response must specify whether the DMABI Solution proposed by the Bidder is compliant with the requirement or not. The compliance for each requirement should be marked as:

- Compliant Out-of-box
- Compliant with customization
- Non – Compliant

The Bidder’s response to the requirements stating how the DMABI Solution is compliant shall be evaluated. If the response has been filled against more than one head i.e. ‘Compliant Out-of-box’, ‘Compliant with customization’, ‘Non – Complaint’, it shall be treated as ‘Non-Compliant’. If any response is not filled, it shall be considered as ‘Non-Compliant’.

4.2.2 The functional and non-functional requirements mentioned in the Appendix III are minimum requirements. The Bidder can suggest additional requirements as deemed necessary to cover the entire landscape of the proposed DMABI Solution. All costs associated with Out-of-box and customization of the DMABI Solution will be borne by the Bidder.
DMABI Solution

4.2.3 The technical requirements will be scored as below:

<table>
<thead>
<tr>
<th>Functional Compliance</th>
<th>Evaluation</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliant as Out of Box functionality</td>
<td>Evaluated as ‘Out of Box’ functionality of the DMABI Solution</td>
<td>1</td>
</tr>
<tr>
<td>Compliant with customization</td>
<td>Evaluated as a functionality of the DMABI Solution with customization</td>
<td>0.75</td>
</tr>
<tr>
<td>Non compliance</td>
<td>Functionality is not available in the DMABI Solution</td>
<td>0</td>
</tr>
</tbody>
</table>

4.2.4 The Compliance Score A (based on response to technical requirements) is calculated as below:

\[
A = \frac{1 \times \text{No of compliant out of box} + 0.75 \times \text{No of Complaint with Customization}}{\text{Total Number of Technical Requirements}}
\]

Scoring Methodology for Stage B

4.3 Scoring Methodology for Stage B

4.3.1 Bidder Experience Scoring (B1)

The Bidder shall be rated on its previous experience as per the criteria mentioned below in the table:

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Criteria</th>
<th>Marks</th>
<th>Max Score</th>
<th>Supporting Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Bidder should have experience in implementing Data Warehouse Solution covering the below capabilities in BFSI in India (having balance sheet not less than Rs. 10,000 crores and customer base of not less than 100,000)/ Development Financial Institutions / Regulatory bodies</td>
<td>1 implementation</td>
<td>12</td>
<td>Copy of the credential letter or purchase order (with commercials masked) or email from the client through corporate email – id or CEO / CFO / MD / Country Head / or equivalent officer (as certified by Company Secretary of the company) self-certification attested by Chartered Accountant/ Statutory Auditor (not being an employee or a Director or not having any interest in the bidder(s) company/ firm).</td>
</tr>
</tbody>
</table>
4.3.2 Scoring for People with Expertise (B2)

All the members of the project team should have relevant and sufficient experience and qualifications. Names of the core team members should be provided in the RFP response. Key named resources may be present during the technical presentations.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Criteria</th>
<th>Marks</th>
<th>Max Score</th>
<th>Supporting Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The designated engagement manager should be an individual with 12+ years of similar experience and handled projects in BFSI in India. Preferably PMP certified</td>
<td>Full marks if the designated engagement manager has worked as engagement manager with 2 BFSI clients in India of which atleast 1 is PSU bank 4 marks if the designated engagement manager has worked in any 2 BFSI clients in India 2 marks if the designated engagement has worked in 1 BFSI client in India NIL for others</td>
<td>6</td>
<td>Detailed resume</td>
</tr>
<tr>
<td>2</td>
<td>The designated technical architect should be an individual with 12+ years of similar experience and handled projects BFSI in India.</td>
<td>Full marks if the designated technical architect has worked as technical architect with 2 BFSI clients in India of which atleast 1 is PSU bank 4 marks if the designated engagement manager has worked in any 2 BFSI clients in India 2 marks if the designated engagement has worked in 1 BFSI client in India NIL for others</td>
<td>6</td>
<td>Detailed resume</td>
</tr>
<tr>
<td>3</td>
<td>Bidder should have on its roles resources based in India operations with experience in working in following areas:</td>
<td>8 marks for more than 50 resources 6 marks for 35 or more resources 4 marks for 20 or more resources NIL for others</td>
<td>8</td>
<td>Self-declaration</td>
</tr>
</tbody>
</table>
4.3.3 Bidder Presentation and Evaluation Scoring (B3)

As an evaluation, the Bidder will be invited by NABARD to deliver a presentation for a period of 45 minutes on the DMABI Solution, followed by discussions. Presentations will be rated by Technical Evaluation Committee and scores will be assigned to each of the presentations. The following are the focus areas:

<table>
<thead>
<tr>
<th>Focus Area</th>
<th>Description</th>
<th>Maximum Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMABI Solution evaluation</td>
<td> DMABI Solution architecture evaluation</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td> Technology components evaluation</td>
<td>10</td>
</tr>
<tr>
<td>Implementation Methodology and structured walkthrough</td>
<td> Proposed implementation methodology, plan and project timelines</td>
<td>10</td>
</tr>
<tr>
<td>Bidders understanding of NABARD context</td>
<td> Understanding exhibited by the Bidder about NABARD’s context and its role in refinance, policy advisory and development activities</td>
<td>8</td>
</tr>
</tbody>
</table>

4.3.4 Customer Feedback (B4)

The Bidder will provide contact details of two customers, out of which one should be in BFSI sector where a data management solution has been implemented. NABARD’s team will be contacting the Bidder’s customer over phone / visit / email. Hence, Bidder to obtain necessary approvals from their customers. The customer feedback would carry a weightage of 10 marks and would be evaluated on the following parameters:

- Overall customer satisfaction
- Adherence to implementation timelines
- Post implementation services

Scoring of Stage B = B1 + B2 + B3 + B4

Technical Bid Evaluation Score (St) = 25% (Stage A) + 75% (Stage B)

To proceed to the next round,

To proceed to the next round, Bidders will need to score a minimum of 70 marks in the Technical Bid Evaluation.
4.4 Financial Bid Evaluation Process

The proposal with the lowest financial bid will be given the maximum score of 100 points. The formula for calculating the financial scores is

\[ S_f = 100 \times \frac{F_m}{F} \]

Where \( S_f \) → Financial Score
Fm → Lowest Price
F → Price of the Bid under consideration.

4.5 Final Selection

The weights to be given to Technical and Financial Bids are:
- Technical T = 80%
- Financial F = 20%

The combined score (S) will be calculated as follows

\[ S = 0.8 \times S_t + 0.2 \times S_f \]

The Bidder whose combined score is the highest will be referred to as ‘H1’. Negotiations, if considered necessary, shall be held only with H1 i.e. the successful Bidder after combined evaluation of the Technical and Financial Bid, as indicated above. In case of a tie in the final combined technical and financial score, the Bidder with higher technical score will be invited for negotiation and selection first. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the successful Bidder.

The Selected Bidder, within 15 days from the date of execution of the Contract, will have to furnish a Performance Bank Guarantee, format as per Annexure – XIV, issued by any scheduled commercial bank equivalent to 10% of the Contract Price valid for 66 months (60 months + a claim period of 6 months) from the date execution of the Contract.

An example of how to identify the final vendor (H1) is given in Appendix – V of the RFP.
5. ANNEXURE V – Commercial Bid

5.1 The Commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “Commercial Bid for Implementation of Data Management, Analytics and Business Intelligence (DMABI) Solution.

5.2 Bidder may suggest any type of license model that it deems appropriate, including a perpetual licensing model.

Name of the Bidder:

Costs of Software Licenses

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Item</th>
<th>Unit (License / Unit / Person)</th>
<th>Type of License (Perpetual / Annual, Enterprise / Per User)</th>
<th>Cost per Unit</th>
<th>Number of Units</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Extraction Transformation &amp; Load (ETL)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Database for the Data Warehouse</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Archival Solution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Batch Scheduling tool Vendor may suggest and quote for a batch scheduling tool</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Data Lake The bidder may suggest data lake solution if applicable as part of the architecture</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5.3 Implementation and Customisation Cost

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Role</th>
<th>Cost of the resource per month (INR)</th>
<th>Number of FTEs X Months deployed</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Technical Architect</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Database Modeler</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>ETL Designer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>ETL Developer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Reports Designer</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Production Support & Maintenance

<table>
<thead>
<tr>
<th>Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Full Time Equivalents (FTEs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Production support & Maintenance cost will be applicable for 1 year from the go live of each of the phases. For each of the phases, the bidder will provide warranty for 1 year after the go live.

### Total Cost

<table>
<thead>
<tr>
<th>Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The total Commercial Bid for 5 years from the award / signing of the contract is ₹ _________ (Rupees ___________)

(Please add any other roles that you feel necessary)
6. ANNEXURE VI – Letter of Authorisation to Bid
(To be executed on non-judicial stamp paper of ₹500/-)

Ref No: ________________ Date: --/--/2022

The Chief General Manager
Department for Data Management, Analytics and Business Intelligence,
National Bank for Agriculture and Rural Development
3rd Floor, C Wing, C-24, ’G’ Block, Bandra-Kurla Complex, P.B. No. 8121, Bandra (East),
Mumbai - 400 051.
Maharashtra

Dear Sir,

Subject: Authorization Letter for submitting Bid documents.


This has reference to your above RFP for DMABI Solution for NABARD. Mr./Mrs./Miss__________________ is hereby authorised to submit the Bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organisation for all the services / systems/ goods required by the bank as called for vide the bank’s request for proposal vide RFP _____________ dated _____________ on behalf of our organization.

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

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

The specimen signature is attested below:

_________________________
Specimen Signature of Representative

_________________________
Signature of Authorizing Authority

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

Note: 1. This letter of authority should be on the letterhead of the Bidder on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in their Bid.
7. ANNEXURE VII – Non-Blacklisting

(on Organisation’s letterhead)

To the best of our knowledge and as per records available with the Company, we hereby declare that we have not been placed on any black list, declared by any Bank, Financial Institution, Govt’s Vendor 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 Vendor: ______________________

Date: ______________________

Name of Signatory: ______________________
8. ANNEXURE VIII – Earnest Money Deposit/Bid Security Form

Ref No. Dated: --/--/2022

The Chief General Manager
Department for Data Management, Analytics and Business Intelligence
National Bank for Agriculture and Rural Development
3rd Floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex, P.B. No. 8121, Bandra (East)
Mumbai – 400 051
Maharashtra

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 DMABI Solution for NABARD.

(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 Rs.-------- /- (Rupees ----------------------------- only) as and by way of Bid Security (BS), which 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 software 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 BS in cash and accept the guarantee from a Scheduled Commercial Bank in lieu thereof and have agreed to accept the same from us, the Bank i.e. _______________ (Name of the bank) on behalf of the tenderer, 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 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 software 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 Rs. - ----------------/- (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 the 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 the 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 180 days, i.e. up to ___________ 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)
DMABI Solution

All Confidential Information shared pursuant to the NDA is required to maintained as confidential in perpetuity unless such information falls within the exceptions set out therein.
ANNEXURE IX – Pre-Contract Integrity Pact

(To be executed on Non-Judicial Stamp Paper of ₹100/-)

Between

National Bank for Agriculture and Rural Development (NABARD)
hereinafter referred to as “The Buyer”

And

…………………………………………. hereinafter referred to as “The Vendor”

Preamble

The Buyer intends to award, under laid down organizational procedures, contract/s for ………………………… The Buyer 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 Vendor(s) and/or Contractor(s).

In order to achieve these goals, the Buyer 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 Buyer

(1) The Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
   a. No employee of the Buyer, 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 Buyer will, during the tender process treat all Vendor(s) with equity and reason.
      The Buyer will, in particular, before and during the tender process, provide to all Vendor(s) the same information and will not provide to any Vendor(s) confidential / additional information through which the Vendor(s) could obtain an advantage in relation to the tender process or the contract execution.
   c. The Buyer will exclude from the process all known prejudiced persons.

(2) If the Buyer 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 Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Vendor(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Vendor(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
   a. The Vendor(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer’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.
DMABI Solution

whatoever during the tender process or during the execution of the contract.

b. The Vendor(s)/Contractor(s) will not enter with other Vendors 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 cartelization in the bidding process.

c. The Vendor(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act or any other applicable anti-corruption laws; further the Vendor(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 Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

(2) The Vendor(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 Vendor(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 Buyer is entitled to disqualify the Vendor(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages

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

(2) If the Buyer has terminated the contract according to Section 3, or if the Buyer is entitled to terminate the contract according to Section 3, the Buyer 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 Vendor declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption/ Transparency International (TI) approach or with any Public Sector Enterprise in India/ Undertaking in India or any Government Department in India.

(2) If the Vendor makes incorrect statement on this subject, he can be disqualified from the tender process and/or an action for his exclusion may taken and/or he shall be liable for compensation of such damages that are incidental to such transgression mentioned herein.

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

(1) In case of sub-contracting, the Contractor shall take the responsibility of the adoption of Pre-Contract Integrity Pact by the sub-contractor and shall submit the same to the Buyer before contract signing.

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

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

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

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

Section 8 – Independent External Monitor

(1) The Buyer appoints competent and credible Independent External Monitor (“Monitor”) for this Pre-Contract Integrity 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:
Shri Pramod Kumar Sangewar, IRSS (Retd)
H No. 12-5-65/1, Flat No 109,
Shri Harsha Sethuram Unique,
Vijaypuri Colony, South Lalaguda,
Secunderabad,
Telangana - 500 017

(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 the right to access all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of
the Vendors /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Vendor(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer 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 Vendor(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 Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Vendor/Contractor/Sub-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 Buyer 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 Buyer 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 or any other statutes/laws, 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 9 – Pact Duration

This Pre-Contract Integrity 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 third party/OEM Vendors after 6 months. Any violation of the same would entail disqualification of the vendors and exclusion from future business dealings.

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

Section 10 – Other provisions
DMABI Solution

(1) This agreement is subject of Indian Laws, place of performance and jurisdiction is the Head Office of the Buyer, 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 consortium, this agreement must be signed by all 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.

BUYER
Name of the Officer
Chief Executive Officer
Designation
Organisation
NABARD

VENDOR
Name of the Officer
Chief Executive Officer
Designation
Organisation
NABARD

Witness
1. ___________________
2. ___________________

Witness
1. ___________________
2. ___________________
10. **ANNEXURE X – Statement of Deviations**

The Statement of Deviation allows a Vendor to request for deviations in their scope of work. The specific clause referred to in Annexure I is a representation that the Vendor will abide by all terms of the RFP.

Vendor is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.

NABARD may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by NABARD will not entitle the vendor to submit a revised Technical or Commercial Bid.

<table>
<thead>
<tr>
<th>Sr. NO.</th>
<th>Page Number</th>
<th>Section Number</th>
<th>Clarification point as stated in the tender document</th>
<th>Comment/ Suggestion/ Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<td>2.</td>
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<td>3.</td>
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<td>4</td>
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<td>6</td>
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<td></td>
</tr>
</tbody>
</table>

**Tender No:** NB.HO.DDMABI/209/01(RFP)/2021-22 dated 01 January 2022.

**Authorized Signatories**

Name: ______________________________

Designation: _________________________

Company Seal:

___________________________________

___________________________________
11. ANNEXURE XI – Bank Mandate Form

(To be submitted in Duplicate)

<p>| | |</p>
<table>
<thead>
<tr>
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<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Bidder/Organisation</td>
</tr>
<tr>
<td>2.</td>
<td>Address of the Bidder/Organisation</td>
</tr>
<tr>
<td></td>
<td>City                                      E-mail id</td>
</tr>
<tr>
<td></td>
<td>Pin Code                                  Mobile: No.</td>
</tr>
<tr>
<td></td>
<td>Phone No. with STD code</td>
</tr>
<tr>
<td>3.</td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td>4.</td>
<td>GST Number</td>
</tr>
<tr>
<td>5.</td>
<td>MSE Registration / CA Certificate 3 (if applicable)</td>
</tr>
</tbody>
</table>

6. **Particulars of Bank account:**

<table>
<thead>
<tr>
<th>Beneficiary Name</th>
<th>Branch Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Name</td>
<td></td>
</tr>
<tr>
<td>Branch Place</td>
<td>Branch City</td>
</tr>
<tr>
<td>PIN Code</td>
<td>Branch Code</td>
</tr>
<tr>
<td>MICR No.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account type</th>
<th>Saving</th>
<th>Current</th>
<th>Cash Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account No. (as appearing in the Cheque book)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number

<table>
<thead>
<tr>
<th>IFSC CODE</th>
<th>For transfer</th>
<th>RTGS</th>
<th>For transfer</th>
<th>NEFT</th>
</tr>
</thead>
</table>

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

Place: ______________
Date: ______________

Signature of the party / Authorized Signatory

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

Bank’s stamp

(Signature of the Authorized Official from the Bank’s)
Date: ______________
## 12. ANNEXURE XII – Compliance Statement
(To be submitted on Bidder’s letter head)

### Declaration

**Tender No. NB.HO.DDMABI/209/01(RFP)/2021-22 dated 01 January 2022.**

<table>
<thead>
<tr>
<th>Compliance</th>
<th>Description</th>
<th>Vendor Response (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Terms &amp; Conditions, General Terms &amp; Conditions</td>
<td>We hereby undertake and agree to abide by all the terms and conditions including annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of Bids)</td>
<td></td>
</tr>
<tr>
<td>Scope of Work</td>
<td>We certify that the proposal submitted by us is as per the scope of work stipulated in the RFP. (Any deviation may result in disqualification of Bids)</td>
<td></td>
</tr>
</tbody>
</table>

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

### Authorized Signatories

**Name:**

**Designation:**

**Company Seal:**

**Date:**
This Non-Disclosure Agreement made and entered into at ...................... this........ day of .................... 2022 BY AND BETWEEN ........................................... Company Limited, a company incorporated under the Companies Act, 1956 / 2013 having its registered office at .............. (hereinafter referred to as the “Vendor”, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

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

The Vendor and NABARD are hereinafter collectively referred to as “Parties” and individually as “Party”.

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Proposal to appoint a Vendor for DMABI Solution, the scope of which is specified in RFP Ref No. NB.HO.DDMABI/209/01(RFP)/2021-22 dated 01 January 2022 and whereas

2. The Vendor proposes to Bid for the work through an RFP process. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid exercise (hereinafter referred to as " the Purpose”).

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

1. Definitions
   (i) “Confidential Information” means all information that NABARD designates as being confidential or which the circumstances surrounding the disclosure ought to be treated as confidential. It includes all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the Vendor during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the assignment, and shall mean and include, without limitation (1) data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; (2) information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s DMABI Solution, information relating to nature and content of data stored within DMABI Solution or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information
disclosed to Receiving Party by any Disclosing Party Subsidiary and/or agents is covered by this agreement; (3) Information such as any trade secrets, discoveries, ideas, concepts, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity, commercial, financial, scientific or technical information, patent and trademark applications, process designs, process models, drawings, plans, designs, data, databases and extracts therefrom, formulae, methods, know-how and other intellectual property, marketing and pricing information, and other strategies, concepts, ideas; (4) technical or business information or material not covered in (i); (5) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, financial reports, business plans, customer lists, products or production processes, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (6) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (7) all such other information which by its nature or the circumstances of its disclosure is confidential Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.

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

2. Confidentiality

   i) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above. Vendor shall not, without prior written permission of NABARD, use or disclose for its own or any third party’s benefit any Confidential Information received hereunder for purposes other than the Purpose.

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

   iii) All Confidential Information of NABARD remains the exclusive property of NABARD and Vendor acknowledges and agrees that nothing contained in this Agreement will be construed as granting any rights, by license or otherwise, to any Confidential Information, except as expressly specified in this Agreement with respect to the Purpose. Vendor nor any of its employees or agents shall attempt to acquire or appropriate any right or title in or to the Confidential Information whether by means of patent application or otherwise.

   iv) In the event Vendor is legally compelled to disclose any Confidential Information in a judicial, administrative or governmental proceeding, Vendor shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. Vendor shall disclose to third party i.e. any Confidential
Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Vendor will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

v) Further disclosure of Confidential Information received hereunder shall be limited to Vendor’s employees who need access to the Confidential Information for the performance of activities related to this Agreement and the RFP and prior to the disclosure of any Confidential Information, Vendor shall inform each employee of the confidential nature of the Confidential Information and shall expressly require that the employee agrees to handle the Confidential Information in accordance with this Agreement. Each Party shall be fully responsible for any breach of any obligation of secrecy or limited use by its employees.

vi) Vendor may disclose Confidential Information to its Affiliates if and to the extent this is required to achieve the Purpose provided that such Affiliates are bound by obligations of confidentiality and limited use at least as restrictive as those set forth herein, and further provided that any breach thereof by such Affiliates shall be deemed a breach by Vendor hereunder.

vii) The Vendor agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

viii) Confidential Information does not include information which as is shown by competent written evidence:

(a) Is or subsequently becomes legally and publicly available without breach of this Agreement or the RFP, at the time of disclosure.
(b) After disclosure, becomes part of the public domain by publication or otherwise through no fault or breach by the Vendor.
(c) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this RFP. The recipient shall have the burden of proving the source of information herein above mentioned.
(d) was rightfully obtained by the Vendor from a source other than NABARD without any obligation of confidentiality,
(e) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.
(f) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
(g) is released from confidentiality with the prior written consent of the other Party.

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

3. Publications

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

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

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable for a period of five years years after the expiry or termination of the agreement, whichever is earlier.

5. Title and Proprietary Rights
Notwithstanding the disclosure of any Confidential Information by NABARD to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD. Inventions, improvements or discoveries made by Vendor using any Confidential Information hereunder as well as all intellectual property rights arising in this connection shall be the sole and absolute property of NABARD. Vendor shall promptly notify NABARD in writing of any such invention, improvement or discovery and assign and transfer to NABARD promptly and all right and title in such invention, improvement or discovery. Vendor shall be compensated for the invention, improvement or discovery in case such is being used by NABARD for commercial usage.

6. Return of Confidential Information
Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, materials, abstracts, extracts, samples, notes, modules thereof, all analyses, summaries, memoranda or other notes made by the Vendor, and all other physical or electronic media containing Confidential Information, except for one copy which may be retained by an authorized legal representative of the Vendor solely for purposes of assuring compliance hereunder and except that electronic data comprised of Confidential Information of NABARD, as stored on Vendor's electronic data systems to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies

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

7.2 The Vendor shall notify NABARD immediately upon discovery of any unauthorized used or disclosure of Confidential Information, and will cooperate with NABARD in
every reasonable way to help NABARD regain possession of the Confidential Information and prevent further unauthorized use thereof.

7.3 The Vendor acknowledges that monetary damages may not be the only and/or a sufficient remedy for unauthorized disclosure of Confidential Information and that NABARD shall be entitled, without waiving any of its rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction, NABARD shall also have the right to impose the following consequences on the Vendor.

a. Suspension of access privileges for Vendor
b. Requiring the Vendor to change personnel assigned to the relevant job in relation to which breach has occurred;
c. Financial liability for all direct damages which NABARD has incurred as a result of breach of the terms of this Agreement by the Vendor or its employees or advisors or representatives.

NABARD may visit the Vendor’s premises, with reasonable prior notice and during normal business hours, to review the Vendor’s compliance with the term of this Agreement. The particulars of visit and verification of the relevant documents shall be decided by NABARD and communicated to the vendor with prior intimation.

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

Neither Party shall be obligated to the other hereunder to enter into any further contractual arrangements. Disclosure of Confidential Information hereunder shall be limited to the Purpose; and further agreements, if any, shall be subject to terms and conditions to be mutually agreed by both Parties.

9. Miscellaneous

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

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

9.3 For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Vendor to Bank shall be the property of the Bank and shall be considered as confidential information of the Bank. The Vendor shall not be disclosing such details to any third parties without having the express written permission of the Bank.

9.4 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of a Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
9.5 NABARD makes no representation or warranty whether express or implied, with respect to the accuracy, truthfulness, completeness lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else of any Confidential Information provided to Vendor hereunder and Vendor agrees that NABARD and its Affiliates shall not incur any liability to Vendor as a result of Vendor’s use of or reliance on the Confidential Information hereunder.

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

9.7 Nothing contained herein shall be deemed to be an obligation on NABARD to disclose any Confidential Information.

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

9.9 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. All obligations created by this Agreement shall survive change or termination of the Parties’ business relationship.

10. Suggestions and Feedback

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

11. Governing Law

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

BUYER
Name of the Officer
Designation
NABARD

VENDOR
Chief Executive Officer
Organisation

Witness
1.____________________
2.____________________

1.____________________
2.____________________
In consideration of National Bank for Agriculture and Rural Development (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”) having agreed to undertake DMABI Solution for NABARD (hereinafter referred to as “Services”) from ______________________ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the RFQ (Ref. No._____ Dated______) and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the DMABI Solution (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said Contract and also guaranteeing the Proposed Services as per the terms and conditions of the said Contract;

1) We, --------------------------- (Bank) (hereinafter called “the 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 ___________2022 (validity date of BG) money or monies not exceeding a total sum of Rs ______/- (Rupees ___________only) 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 on failure of the Contractor to provide Proposed Services as per the terms and conditions of the said Contract (“Guarantee”).

2) Notwithstanding anything to the contrary, the decision of the Purchaser as to whether the Contractor has failed to provide Proposed Services as per the terms and conditions of the said Contract will be final and binding on the Bank and the 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 the 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 ___________2027 (validity date) without prejudice to the Purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. ___________ 2027.

4) The 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 all the dues of the Purchaser under or by virtue of the said Contract have been duly paid and its claims satisfied or discharged or 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, the Purchaser shall be entitled to act as if we are Purchaser’s principal debtors in respect of all the claims of the Purchaser against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our 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) The Bank agrees with the Purchaser that the Purchaser shall have the fullest liberty without affecting, in any manner, the 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 the 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 the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the Contractor or the Bank 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 the Bank (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 the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank 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, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.

10) Notwithstanding anything contained herein:
   i. Our liability under this Guarantee shall not exceed ₹. ______/- (Rupees __________ only);
   ii. This Guarantee shall be valid up to ________ (validity date);
   iii. Unless actions to enforce the claims is filed on or before __________ (validity date) all rights under the said Guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.
   iv. The Bank is liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if the Purchaser serves upon the Bank a written claim or demand on or before ________ (validity date)

11) The Bank has power to issue this Guarantee under the statute/ constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank. Date this ______________ day of ______________ 2022 at __________

For and on behalf of ______________________ Bank.

sd/- ______________________
DMABI Solution

Dated this ----- ----- day of ---------------- 2022 at

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

Sd/______
15. ANNEXURE XV – Contract Form

(to be executed on Non-judicial stamp paper of appropriate value)

National Bank for Agriculture and Rural Development (NABARD), a Body Corporate established under the National Bank for Agriculture and Rural Development Act, 1981, and having its Head Office at C-24, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Bank / Purchaser, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assignee) of one part; and

M/s ____________________ (Name of the Vendor/Service Provider), a Company/a Firm/duly registered/incorporated ______________________ Act, having its Registered Office/Head Office/ Corporate Office at ____________________________ (City & Country of Vendor/Supplier) (hereinafter referred to as the “the Supplier” / “Vendor”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignee) of Other Part.

WHEREAS the Purchaser is desirous that services related to DMABI Solution for the Bank should be provided by the Supplier viz., ________________ _______________ (Brief Description of Goods, Services and Consultancy) and has accepted a Bid by the Supplier for DMABI Solution for the Bank in the sum of ₹_____________________________ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in RFP.

2. The following documents shall be deemed to form and be read and construed as part of this Contract along-with RFP, viz.:
   a) The Bid form, price schedule and all other documents submitted by the Vendor in response to the RFP;
   b) The Scope of Work;
   c) The special terms and conditions provided under the RFP;
   d) The Service Level Agreement;
   e) The general terms and conditions provided under the RFP;
   f) The Purchaser’s Notification of Award

   However, in case of any conflict clauses between this Contract and the RFP or its enclosures, the provisions of RFP shall prevail.

3. In consideration of the Contract Price, the Supplier hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other
sum as may become payable under the provisions of the Contract at the times and in
the manner prescribed by the Contract.

5. Brief particulars of the Services which shall be supplied/provided by the Supplier are
as set out in Exhibit I, attached hereto.

6. Independent Contractor

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

7. Dispute Resolution, Governing Law and Jurisdiction

7.1 This Agreement shall be governed by the laws of India.

7.2 All disputes and differences of any kind whatsoever, arising out of or in connection
with this Agreement or in the discharge of any obligation arising under this
Agreement (Whether during the course of execution of the order or after completion
and whether before or after termination, abandonment or breach of the Agreement)
shall be resolved amicably by Parties. Each Party shall select/appoint 1 (one) senior
representative. Such discussions towards amicable settlement of the dispute shall be
undertaken for a period of 30 days from the date of appointment of both the
respective senior representatives ("Settlement Period").

7.3 In case of failure to resolve the disputes and differences amicably as per the
mechanism set out in Clause 7.2 prior to expiry of the Settlement Period, such
unsettled dispute or difference shall be referred to and finally resolved by arbitration
administered by the Mumbai Centre for International Arbitration in accordance
with the Arbitration Rules of the Mumbai Centre for International Arbitration
("MCIA Rules") for the time being in force, which rules are deemed to be
incorporated by reference in this Clause 7 (Dispute Resolution, Governing Law and
Jurisdiction). In the event of such arbitration:

7.3.1 the venue and seat of the arbitration shall be Mumbai;

7.3.2 the tribunal shall consist of 3 (three) arbitrators; 1 (one) to be appointed by the
Bank, 1 (one) to be appointed by the Supplier, and the third to be appointed by
the 2 (two) arbitrators. If either the Bank or the Supplier fails to appoint an
arbitrator as set out in this Clause 7 (Dispute Resolution, Governing Law and
Jurisdiction), the arbitrator of such party shall be appointed in accordance
with the MCIA Rules;

7.3.3 the language of the arbitration shall be English;

7.3.4 the arbitration awards shall be reasoned and shall be final and binding on the
disputing Parties and may be specifically enforced by any court of competent
jurisdiction;

7.3.5 the tribunal shall be entitled to decide on and apportion the costs and
reasonable expenses (including reasonable fees of counsel retained by the
Parties) incurred in the arbitration;
7.3.6 the existence and content of any arbitration proceeding, and any award thereof shall be confidential among the Parties, and subject to the terms of Clause 10 (Confidentiality) of the RFP; and

7.3.7 the existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

7.4 Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction, including pre-arbitral attachments, temporary restraining orders, or temporary injunctions, as may be necessary to preserve the rights of such Party. The application by either Party to a judicial authority for such measures shall not be deemed to be an infringement or a waiver of the covenant of the Parties to submit disputes to arbitration under this Agreement and shall not affect the relevant powers reserved to the arbitrator pursuant to this Clause 20 (Dispute Resolution, Governing Law and Jurisdiction).

7.5 All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and subject to the arbitration provisions above, courts in Mumbai only shall have jurisdiction to determine the same.

8. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.

9. WAIVER

The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise any right or remedy to which it is entitled hereunder or thereunder, will not constitute a waiver thereof and will not cause a diminution of the obligations established by this Agreement. A waiver of any default will not constitute a waiver of any subsequent default. No waiver of any of the provisions of this Agreement will be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

10. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in “portable document format” (“.pdf”) shall be as effective as signing and delivering the counterpart in person.

11. ENTIRE AGREEMENT AND AMENDMENTS

11.1 This Agreement shall be deemed to be incorporated as part of the Principal Agreement by reference. This Agreement along with the Principal Agreement shall contain the entire understanding of the Parties and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

11.2 No supplement, amendment or modification to this Agreement shall be valid, enforceable or binding upon the Parties unless made in accordance with the provisions of this Agreement.
12. FURTHER ASSURANCE

The Parties shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as reasonably required to give effect to the provisions of this Agreement.

13. NOTICES

13.1 Any notice or other communication to be given by one Party to any other Party under, or in connection with, this Agreement shall be made in writing and signed by, or on behalf of, the Party giving it.

13.2 Service of a notice shall be effected by one of the following methods:

13.2.1 by hand to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or

13.2.2 by prepaid first-class post to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served at the start of the second Business Day after the date of posting; or

13.2.3 by prepaid international airmail to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served at the start of the fourth Business Day after the date of posting; or

13.2.4 by email, to the relevant email address set out in Clause 13.4 (Address for Service) and shall be deemed served on the day when the sending of the email is recorded on the sender’s computer, unless the sender receives a message from its internet service provider or the recipient’s mail server indicating unsuccessful transmission. Any such email should be followed by service of the notice through one of the methods in 13.2.1 through 13.2.3, within 3 (three) Business Days of such email being deemed as served pursuant to this sub-13.2.4.

13.3 In Clause 13.2 (Method of Service), “during a Business Day” means any time between 9.30 am and 5.30 pm on a Business Day based on the local time where the recipient of the notice is located. References to “the start of a Business Day” and “the end of a Business Day” shall be construed accordingly.

13.4 Notices shall be addressed as follows:

In case of notice to the Bank
Name: [Insert]
Address : [Insert]
Email address : [Insert]
To the attention of : [Insert]

In case of notice to Supplier
Name: [Insert]
Address : [Insert]
Email address : [Insert]
To the attention of : [Insert]

13.5 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 7
(Seven) Business Days’ prior written notice. Until the end of such notice period, service on either address shall remain effective.

14. SPECIFIC PERFORMANCE

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Parties from committing any violation or to enforce the performance of the covenants, representations and warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Parties may have at law or in equity, including without limitation a right for damages.

15. SURVIVAL

Any provision of or obligation under this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement or which by their nature survive termination shall survive any such termination or expiration, and shall continue in full force and effect.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

(Signature)

(Name & Designation) for and on behalf of

__________, One Part (the Vendor)

Signed, Sealed and Delivered by the

(Signature)

(Name & Designation) for and on behalf of

NABARD, One Part (the Purchaser)

Witness

1. ______________________

Witness

1. ______________________

2. ______________________

2. ______________________
This SERVICE LEVEL AGREEMENT, made on this [●] day of [●], 2022 (hereinafter referred to as the "Agreement")

BY AND BETWEEN:

National Bank for Agriculture and Rural Development, a body corporate established under the Act of Parliament i.e., National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, Block G, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 represented herein by its Authorised Representative Shri [●], (Name, Designation & Department) (hereinafter referred to as "NABARD", which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors and assigns) of the FIRST PART;

AND

[●], a [●] incorporated under the [●] and having its registered office at [●] (hereinafter referred to as the "Service Provider", which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors and permitted assigns) of the OTHER PART.

As the context may require, the Service Provider and NABARD shall collectively hereinafter be referred to as "Parties" and individually as a "Party".

WHERAS:

A. NABARD is engaged in the business of providing and regulating credit and other facilities for the promotion and development of economic activities in rural areas with a view to promoting integrated rural development and securing prosperity of rural areas, and for matters connected therewith or incidental thereto.

B. The Service Provider is engaged in the business of [●].

C. NABARD had issued a Request for Proposal ("RFP") vide ref No. [●] dated [●] for provision of certain services which include the implementation of the DMABI Solution, and had selected the Service Provider as the successful bidder as per the terms of the RFP.

D. Accordingly, Parties have entered into an agreement on or about the date hereof for the provisions of services for designing and implementation of a DMABI Solution ("Principal Agreement").

E. Pursuant to the Principal Agreement, the Service Provider agrees to provide Support Services (as defined hereinafter) in relation to the implementation of the DMABI Solution to NABARD.

F. The Parties have now decided to enter into this Agreement to record the terms and conditions which will govern the Support Services rendered by the Service Provider to NABARD during the Term (as defined hereinafter).
NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere within this Agreement, the definitions listed in Schedule I (Definitions) shall apply throughout this Agreement. The interpretation and/or construction of this Agreement shall be in accordance with the rules of interpretation annexed and marked Schedule II (Interpretation).

2. SUPPORT SERVICES

2.1 NABARD hereby engages the Service Provider to provide the Support Services during the Term and the Service Provider hereby consents to such engagement in lieu of the payment of Service Fee by NABARD under the Principal Agreement.

2.2 This Agreement is a service level agreement for the Support Services and certain services relating to implementation and delivery of the DMABI Solution to be rendered by the Service Provider in relation to the Principal Agreement.

2.3 The details of Support Services to be provided by the Service Provider in relation to the Principal Agreement referred to by NABARD, along with the respective Service Levels, are outlined in Schedule III to this Agreement. The Service Provider shall provide all other services, functions, responsibilities and tasks that are required for, and incidental to, the proper performance and provision of the Support Services expressly specified in Schedule III.

2.4 Service Levels

2.4.1 In relation to providing Support Services by the Service Provider under this Agreement, the Service Provider shall comply with the relevant Service Levels set out in Schedule III of this Agreement.

2.4.2 In the event, Service Level is not specified for any particular Support Services to be provided under this Agreement, the Service Provider's performance will be at par with the performance expectation of NABARD with respect to such Support Services.

2.5 Maintaining Service Levels

2.5.1 The Service Provider shall be responsible for implementing and operating all measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable Service Levels.

2.5.2 The Service Provider shall submit monthly reports on the 7th day of each calendar month to NABARD, with such details and in the format, as may be mutually agreed between the Parties, specifying compliance with the Service Levels.

2.6 Service Provider shall provide additional services including advisory and consultancy on such terms and conditions as may be mutually agreed between the Parties. These services shall be made available for such fee as shall be determined by the Parties basis the time to be spent and materials required for such services.

2.7 Periodic Review
This Agreement is an operational document and shall be periodically reviewed and changed in case of change of the environment, NABARD’s expectations or requirements, workloads have changed, or evolution of better metrics, measurement tools and processes. In any case, this Agreement shall be reviewed as deemed necessary by NABARD.\(^1\) NABARD shall also annually review the financial and operational condition of the Service Provider to assess its ability to continue to meet outsourcing obligations.

3. **PERSONNEL AND INSPECTION OF RECORDS**

3.1 The Service Provider shall coordinate with the Authorised Representatives of NABARD, for continuous monitoring and assessment by NABARD of the Support Services provided under this Agreement.

3.2 The Service Provider shall appoint sufficient number of individuals in order to ensure that the Support Services are provided to NABARD in a proper, timely and efficient manner. The Service Provider shall provide NABARD with the names of the individuals who shall be involved in carrying out the Support Services and shall obtain approval in writing from NABARD before making any change in such team. The individuals appointed by the Service Provider shall be those indicated by the Service Provider under its response to the RFP. Any additional individual shall be appointed subject to prior written approval from NABARD.

3.3 The Service Provider shall maintain electronic books of accounts, log-books and any other operating records that it may deem necessary in connection with the rendering of Support Services under this Agreement. The Service Provider shall retain all such electronic books of accounts and operating records relating to the Support Services for a period of 7 (seven) years after the expiry or earlier termination of the Agreement.

3.4 In order to enable NABARD to comply with Applicable Laws, the Service Provider shall furnish such documents and information, in addition to the books and electronic records maintained by the Service Provider in terms of Clause 3.3 (Personnel and Inspection of Records) above, as may be requested by NABARD, from time to time, in relation to the Support Services rendered by the Service Provider under this Agreement at its own cost.

3.5 Upon receipt of advance notice of 3 (three) Business Days from NABARD, whether during the Term or thereafter, the Service Provider shall permit NABARD and/or its Authorized Representative(s) to, during normal business hours on any Business Day, access its premises to inspect the electronic records maintained by the Service Provider in relation to the Project.

3.6 If required under Applicable Law, whether during the Term or thereafter, the Service Provider shall provide access to any Governmental Authority to inspect records, documents, books and accounts of the Service Provider maintained in relation to the Support Services rendered under this Agreement.

4. **APPOINTMENT OF SUB-CONTRACTORS**

4.1 Subcontracting or delegation of its obligations by the Service Provider is explicitly prohibited, however, the Service Provider may subcontract or delegate any of its obligations under this Agreement to any Third Party sub-contractor of its choice, provided that: (a) prior written consent of NABARD has been obtained in relation to subcontracting or delegation to a Third Party; and (b) the Service Provider shall inform such Third Party sub-contractor of the confidential nature of information, which may
be shared pursuant to such sub-contracting or delegation by the Service Provider and procure that such Third Party sub-contractor is bound by the confidentiality obligations that are materially similar to those set out in Clause 10 (Confidentiality) of this Agreement.

4.2 Unless NABARD specifically approves appointment of any Third Party sub-contractors submitted by the Service Provider the request shall be deemed to have been rejected and not approved by NABARD.

4.3 In relation to a Third Party sub-contractor appointed in terms of this Clause 4 (Appointment of Sub-contractors), NABARD may, withdraw its approval and direct the Service Provider to terminate the appointment of such Third Party sub-contractor with immediate effect or within such other period as may be prescribed by NABARD in its sole discretion, if NABARD determines that the Third Party subcontractor is in breach of this Agreement or if NABARD is not satisfied with the quality of Support Services rendered by such Third Party sub-contractor. Upon receipt of notice by the Service Provider under this Clause 4.3 (Appointment of Sub-contractors), the Service Provider shall terminate the appointment of such Third Party sub-contractor, provided that nothing contained in this Clause 4.3 (Appointment of Sub-contractors) shall effect the right of the Service Provider to appoint any other Third Party sub-contractor in terms of this Clause 4 (Appointment of Sub-contractors).

4.4 A copy of contract details entered between the Service Provider and the sub-contractor shall be made available by the Service Provider to NABARD within 7 (seven) days of engaging the sub-contractor.

4.5 Notwithstanding the appointment of any Third-Party sub-contractor under this Clause 4 (Appointment of Sub-contractors), the Service Provider shall remain responsible for all obligations to be performed by Third Party subcontractors to the same extent as if such obligations were performed by the Service Provider including obtaining appropriate assignments Intellectual Property in favour of NABARD, if so required. The Service Provider shall be responsible for ensuring that the sub-contractor complies with all security requirements of the Contract and this Agreement and NABARD shall have the right to obtain independent audit report for verification of such compliance.

4.6 The Service Provider shall ensure that all persons subcontracted in rendering Support Services under this Agreement have undergone necessary police verifications, background checks and other due diligence to examine their antecedents and ensure their suitability for such engagement. The Service Provider shall retain the records of such verification and shall produce the same to NABARD as and when required by NABARD.

5. **OBLIGATIONS OF NABARD**

5.1 NABARD shall provide Service Provider with necessary access to NABARD’s Personnel and its equipment, only as necessary for provision of Support Services by the Service Provider. This access includes the ability to dial-in to the equipment on which the Service is required and may also include the ability to obtain the same access to the equipment as those of NABARD’s Personnel having the highest privilege or clearance level, strictly as necessary.

5.2 NABARD shall provide supervision, control and management of the use of the Support Services. In addition, NABARD shall implement procedures for the protection of information in the event of errors or malfunction of the equipment.
5.3 NABARD shall document and report all detected errors or malfunctions of any software or programs to the Service Provider. NABARD shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Service Provider.

5.4 NABARD shall appoint one individual who is knowledgeable in IT operations to serve as primary contact between NABARD and Service Provider regarding the registry and report of Support calls. The names of the said person shall be promptly intimated to Service Provider. All of NABARD’s Support inquiries shall be initialized through these contacts.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

6.1 Each Party:

6.1.1 agrees that it will not have any ownership claim in the other Party’s Background Intellectual Property; and

6.1.2 grants the other Party and the Third Party sub-contractor appointed in terms of Clause 4 (Appointment of Sub-contractors), a non-exclusive, royalty-free license for the use of any Background Intellectual Property made available by the granting Party for the purpose of carrying out the Support Services.

6.2 Materials owned by NABARD

6.2.1 NABARD will be the sole and exclusive owner of the following: (a) all Materials owned by NABARD as of the Effective Date; (b) all Materials developed by NABARD after the Effective Date with or without the assistance of the Service Provider; (c) NABARD Data; (d) any Material, system, software, code etc. developed by/ enhanced by the Service Provider for NABARD pursuant to this Agreement, including any derivative works and Improvements on Service Provider Materials created for NABARD or otherwise pursuant to this Agreement and (e) all Confidential Information of NABARD (collectively, "NABARD Materials").

6.2.2 NABARD hereby grants to the Service Provider and the Third Party sub-contractor appointed in terms of Clause 4 (Appointment of Sub-contractors), a non-exclusive, non-assignable, non-transferable license during the Term to use, operate, access, copy, maintain, modify, enhance and create derivative works of NABARD Materials for the sole purpose of providing the Support Services under this Agreement. The Service Provider [and the Third Party sub-contractor appointed in terms of Clause 4 (Appointment of Sub-contractors)] shall immediately cease use of and promptly return NABARD Materials upon expiry of the term or termination of this Agreement in accordance with Clause 9.5 (Consequences of Termination) of this Agreement.

6.3 Materials owned by the Service Provider.

The Service Provider shall retain sole and exclusive ownership rights in and to only the (a) Confidential Information of the Service Provider and (b) Materials (other than NABARD Materials) it lawfully owned prior to or acquired after the Effective Date (collectively, "Service Provider Materials").

6.4 It is further understood and agreed by the parties, that the Agreement herein only refers to the service levels for performance of Services under the Agreement and
therefore does not alter, transfer or create any new rights over the respective Intellectual Properties of the parties. NABARD's grant of license as well as ownership of pre-existing IP shall be governed as per clauses 6.1, 6.2 and 6.3.

7. FEES

7.1 The Service Provider agrees and acknowledges that the amounts paid under the Principal Agreement shall be the full and final consideration for the Support Services rendered by the Service Provider under this Agreement and the Service Provider shall not be entitled to any additional amounts. NABARD shall take steps to ensure that payment of the Invoice raised by the Service Provider, which are complete in all respects, is made within 30 working days from the submission.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Service Provider hereby represents and warrants to NABARD that:

8.1.1 it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organisation;

8.1.2 it has taken all necessary actions, corporate or otherwise, as applicable to it to authorize or permit the execution, delivery and performance of this Agreement and the transactions contemplated hereunder, and this Agreement when executed and delivered by it is a valid and binding obligation of such Party enforceable in accordance with its terms;

8.1.3 neither the execution, delivery and performance of this Agreement, nor the performance of the transactions contemplated in the Agreement by it, will (i) constitute a breach or violation of its charter documents, (ii) conflict with or constitute (with or without the passage of time or the giving of notice) a default under or breach of performance of any obligation, agreement or condition that is applicable to it, (iii) contravene any provision of any Law applicable to it, or (iv) require the consent of any Third Party, including any Governmental Authority, by it other than as set out in this Agreement;

8.1.4 there are no claims, investigations or proceedings before any court, tribunal or Governmental Authority in progress or pending against or relating to it, which could reasonably be expected to prevent it from fulfilling its obligations set out in this Agreement; and

8.1.5 it is not bankrupt or insolvent under the Applicable Laws of its jurisdiction and there are no insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it, or is pending or, to the best of its knowledge, threatened in writing, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

8.1.6 Service Provider shall provide the Support Services in accordance with the generally accepted industry standards and practices relating to such Support Services and in accordance with requirements specified by NABARD in writing;

8.1.7 the Service Provider has the requisite infrastructure, facilities and systems, including adequate skill, know-how, and manpower to fulfill its obligations under this Agreement on its own and shall undertake all Support Services and obligations under this Agreement on a first priority basis;
8.1.8 Service Provider shall exercise highest standards of skill, care, and due diligence in performance of its Support Services and obligations under this Agreement;

8.1.9 Service Provider has adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to provide uninterrupted performance of Support Services under this Agreement consistent with the standards agreed hereto;

8.1.10 The Service Provider shall provide Support Services in accordance with the specifications set out under this Agreement;

8.1.11 Service Provider will not violate the Intellectual Property Rights of Third Parties whilst providing the Support Services;

8.1.12 the Service Provider shall provide Support Services in the premises of NABARD or in an enclosed environment wherein no third party or any employees of the Service Provider will have access to such premises. Only such personnel/Third party sub-contractors (as per Clause 4) of the Service Provider who are working to or engaged for providing the Support Services under this Agreement between the Service provider and NABARD shall have the restricted access to such enclosed environment.

8.1.13 the Service Provider shall ensure that the employees of the Service Provider/Third Party sub-contractors who are engaged in providing the Support Services under this Agreement shall have executed/execute such confidentiality documents as may be required by NABARD and shall have confidentiality obligations not lesser than those prescribed under this Agreement.

8.1.14 The Service Provider shall be fully and completely responsible and liable for all acts, omissions, liabilities undertaken by personnel employed/engaged by the Service Provider and shall be solely responsible for any and all claims, payments and benefits payable to such personnel employed by the Service Provider.

8.1.15 The Service Provider further undertakes to exercise all due diligence with regard to and shall maintain strict controls and physical and digital safeguards in connection with the Support Services.

8.1.16 any material, codes, applications, front ends, etc created, developed or being used for providing the Support Services under this Agreement shall not be shared with or shown to or discussed with any other entity whatsoever, for any purpose including any development, sales pitch, demonstration or publicity or as examples or otherwise.

8.1.17 no representation or warranty by it contained herein or in any other document furnished by it to NABARD or to any government instrumentality in relation to the Support Services contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

8.1.18 no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or Personnel of NABARD in connection therewith.

8.1.19 The Service Provider shall not, whether during or after the Term of this Agreement, make any announcements or statements to any person that are or may
be derogatory, defamatory or prejudicial to NABARD, or any of its Affiliates, directors, Personnel, officers, agents or advisors, in any manner.

8.1.20 Appropriately qualified personnel appointed by the Service Provider shall perform Support Services as listed in Schedule III with due care and diligence and to such high standards of quality as it is reasonable for NABARD to expect in all the circumstances post the expiry of this Agreement.

9. TERM AND TERMINATION

9.1 Term

This Agreement shall commence on and from the Effective Date and shall remain valid until the subsistence of the Principal Agreement (including all renewals thereof) ("Term"), unless terminated earlier in accordance with Clause 9.2 (Termination).

9.2 Termination

NABARD may terminate this Agreement in the following manner:

9.2.1 by giving a written notice to the Service Provider in the event that the Service Provider commits a breach of its obligations hereunder and fails to cure such breach within 7 (seven) days (within such time as may be specified under the notice by NABARD) after receipt of written notice in respect thereof from NABARD;

9.2.2 In the event Service Provider commits, in NABARD’s opinion, an incurable breach of this Agreement, then NABARD shall be entitled to terminate this Agreement with immediate effect, without prejudice to NABARD’s rights against Service Provider under law or equity;

9.2.3 by prior written notice to the Service Provider if any of representations and warranties given by it herein are discovered to be breached, false, untrue or inaccurate; or

9.2.4 by written notice to Service Provider, upon occurrence of an event of dissolution of the Service Provider, whether by operation of Law or otherwise, commencement of winding up or insolvency of the Service Provider or assignment by the Service Provider for the benefit of its creditors.

9.3 NABARD may terminate this Agreement by giving a 90 (ninety) days prior written notice to the Service Provider.

9.4 Parties shall not be entitled to terminate this Agreement except as provided under this Clause 9 (Term and Termination).

9.5 Consequences of Termination

Upon the termination of this Agreement for any reason whatsoever or expiration of the Term:

9.5.1 the Service Provider and the Third-Party sub-contractor appointed in terms of Clause 4 (Appointment of Sub-contractors), as the case may be, shall immediately cease use of and promptly return NABARD Materials;

9.5.2 The Service Provider shall provide such support to NABARD and to such other service provider as may be appointed by NABARD in its sole discretion, for a period of at least 180 (one hundred and eighty) days or more as may be mutually
agreed between the Parties, after the termination or expiry of this Agreement as may be desired by NABARD to ensure easy and complete handover of the Support Services being provided by Service Provider under this Agreement. Service Provider shall ensure proper transition and delivery of all Support Services and any other matters that the Service Provider may be engaged in pursuant to this Agreement, so as to ensure that there are no interruptions or disruptions of any kind to NABARD’s systems and operations. Service Provider agrees and acknowledges that on termination or expiry of this Agreement, nothing in this Agreement shall prohibit NABARD from procuring services of a similar nature as of the Support Services provided by the Service Provider from a third party. Service Provider agrees to provide all relevant documentation, and transitional support in respect of the Support Services and other matters to such third party to ensure that there are no interruptions or disruptions of any kind to NABARD’s systems and operations.

9.5.3 Notwithstanding the termination or expiry of this Agreement, all rights granted to NABARD pursuant to this Agreement shall survive.

9.5.4 Each Party shall:

(i.) promptly, at the other Party’s sole option and request, return to the requesting Party or destroy (and certify in writing to such destruction) any and all Confidential Information of the requesting Party, whether in written or electronic form, and neither Party shall retain any copies, extracts, derivatives, or other reproductions of the Confidential Information of the requesting Party (in whole or in part) in any form whatsoever;

(ii.) take reasonable steps to assure that any and all documents, memoranda, notes, and other writings or electronic records prepared or created by the requesting Party, which include or reflect the Confidential Information of the requesting Party, are destroyed.

9.6 Termination of this Agreement (except as otherwise agreed to by the Parties) shall not release any Party hereto from any liability or obligation in respect of any matters, undertakings or conditions which shall have been done, observed or performed by that Party prior to such termination or which, at the said time has already accrued to the other Party. However, nothing herein shall affect, or be construed to operate as a waiver of, the right of any Party hereto aggrieved by any breach of this Agreement, to compensation for any injury or damages resulting therefrom which has occurred either before or after such termination.

10. CONFIDENTIALITY

10.1 Confidential Information shall not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other Party shall remain the property of the Discloser and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each Party (i) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (ii) shall not disclose any Confidential Information of the other to any person other than individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein “Reasonable Steps” means those steps the Recipient takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either Party disclosed prior
to execution of this Agreement shall be subject to the protections afforded hereunder. If the Recipient is compelled by Applicable Law or legal process to disclose Confidential Information of the Discloser, it shall provide the Discloser with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser’s expense, if the Discloser wishes to contest the disclosure.

10.2 The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (i) as evidenced in writing, is independently developed by the Recipient without reference to the Discloser’s Confidential Information and without breaching confidentiality obligations, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (ii) is or has become generally available to the public without breach of this Agreement by the Recipient; (iii) as evidenced in writing, at the time of disclosure, was known to the Recipient free of restriction and was not unlawfully appropriated; or (iv) the Discloser agrees in writing is free of such restrictions.

11. DATA PROTECTION

11.1 All NABARD Data is, or will be, and shall remain the property of NABARD.

11.2 The Service Provider represents, warrants and undertakes that, in relation to this Agreement and Personal Data contained in NABARD Data, the Service Provider shall:

11.2.1 observe and comply strictly with the terms of the Data Protection Legislation;

11.2.2 use NABARD Data to provide the Support Services to NABARD. NABARD represents, warrants and undertakes to the Service Provider that, in relation to Personal Data contained in NABARD Data, it is authorized to disclose it to the Service Provider under this Agreement;

11.2.3 not use NABARD Data other than in connection with providing the Support Services;

11.2.4 shall not disclose, sell, assign, lease or otherwise provide NABARD Data to Third Parties; and

11.2.5 shall not commercially exploit NABARD Data.

11.3 Each Party shall be obliged to promptly notify the relevant Authorized Representative of the other Party of any inaccuracy in the names and addresses comprised within NABARD Data and of which that Party becomes aware from time to time.

11.4 The Service Provider shall in accordance with applicable laws, and best industry practices:

11.4.1 take steps to ensure that no unauthorized Third Party will obtain access to any NABARD Data;

11.4.2 ensure that any personnel of the Service Provider shall not deliberately or negligently corrupt or erase NABARD Data and perform regular backups of NABARD Data; and

11.4.3 keep all NABARD Data physically and logically separate from the data of its other customers and identify it as the Confidential Information and property of NABARD.
11.5 Upon request by NABARD, the Service Provider shall execute and deliver any documents that may be necessary or desirable under any Applicable Law to preserve, or enable NABARD to enforce, its rights with respect to NABARD Data. The Service Provider shall store all Personal Identifiable Information in compliance with the Rules, Regulations and data protection laws as applicable during the tenure of the agreement.

12. INDEMNIFICATION

12.1 Service Provider shall indemnify and agrees to defend and to keep NABARD and its Affiliates and agents, officers, directors, employees successors and permitted assigns indemnified, from any and all Losses suffered arising from, or in connection with, any of the following:

12.1.1 the non-performance and non-observance of any of the terms and conditions of this Agreement by the Service Provider;

12.1.2 acts or omissions of the Service Provider which amount to negligence or willful misconduct;

12.1.3 any infringement or alleged infringement by the Service Provider of a Third Party’s Intellectual Property;

12.1.4 any infringement or alleged infringement by the Service Provider of NABARD’s Intellectual Property and/or Material

12.1.5 failure by the Service Provider to fulfill its obligations under any applicable Law.

12.2 The Service Provider shall, at his own expense, defend and indemnify NABARD against any Losses in respect of any damages or compensation payable in relation to any non-compliance with Applicable Law including (i) non-payment of wages, salaries, remuneration, compensation or the like and (ii) any Losses arising out of or in relation to any accident or injury sustained or suffered by the Service Provider’s workmen, contractors, sub-contractors, Service Providers, agent(s), employed/engaged otherwise working for the Service Provider or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Service Provider.

12.3 The rights of NABARD pursuant to this Clause 12 (Indemnification) shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to NABARD at equity or Law including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

12.4 Indemnification Procedure for Third-Party Claims

12.4.1 In the event that NABARD receives notice of the assertion of any claim or the commencement of any action by a third-party in respect of which indemnity may be sought under the provisions of this Clause 12 (a “Third-Party Claim”), NABARD shall notify Service Provider in writing of such Third-Party Claim (such notice, a “Notice of Claim”) within 10 (ten) Business Days of receipt of notice thereof; provided that the failure or delay in notifying the Service Provider of such Third-Party Claim will not relieve the Service Provider of any liability it may have to NABARD.
12.4.2 The Service Provider shall assume the defense or prosecution of such Third-Party Claim and any litigation resulting therefrom with counsel acceptable to NABARD and at the sole cost and expense of the Service Provider (a “Third-Party Defense”). The Service Provider shall undertake the investigation, defense and settlement thereof in agreement with NABARD. The Service Provider will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of NABARD. NABARD may retain separate co-counsel at the expense of the Service Provider. Upon assumption of the defense of a Third Party Claim, the Service Provider shall be conclusively deemed to have acknowledged that the Third-Party Claim is within the scope of its indemnity obligation under this Agreement. The Service Provider shall conduct the Third-Party Defense actively and diligently and provide copies of all correspondence and related documentation in connection with the Third-Party Defense to NABARD to the extent it does not adversely affect attorney-client privilege. The Service Provider will not take any action, or omit to take any action, without the consent of NABARD, that would cause (x) any contracts, correspondence or other documents or confidential information of NABARD or its Affiliates to be disclosed to a third-party or (y) any director, officer, Personnel or agent of NABARD to take any action related to the Third-Party Claim which could reasonably be expected to interfere with or contravene such Person’s duties to NABARD or its Affiliates. NABARD will provide reasonable cooperation in the Third-Party Defense.

12.4.3 NABARD shall have the right to take advise from its counsel and, if required and felt necessary, shall take control of any legal proceeding defense in relation to any claims that may have a direct bearing on the services being availed by NABARD and/or have any direct implication on NABARD.

12.4.4 Notwithstanding the foregoing, if counsel for NABARD reasonably determines that there are legal defenses available to NABARD different from or in addition to those available to the Service Provider or an actual conflict of interest exists between NABARD and the Service Provider in the defense of any Third-Party Claim, then counsel for NABARD shall be entitled, if NABARD so elects, to conduct the defense to the extent reasonably determined by such counsel to protect the interests of NABARD, at the expense of the Service Provider.

12.4.5 If the Service Provider does not assume the Third-Party Defense, NABARD shall have the right to assume the Third-Party Defense with counsel of its choice at the expense of the Service Provider; and NABARD shall control the investigation, defense and settlement thereof. NABARD shall have the right to agree to the entry of any judgement or enter into any settlement with respect to the Third-Party Claim.

12.4.6 The Service Provider will not be entitled to assume the Third-Party Defense if: (i) the Third-Party Claim seeks, in addition to or in lieu of monetary damages, any injunctive or other equitable relief, other than injunctions seeking to terminate or limit the Support Services; (ii) the Third-Party Claim relates to or arises in connection with any criminal action, indictment or allegation; (iii) NABARD reasonably believes an adverse determination with respect to the Third-Party Claim would be detrimental to or injure NABARD’s reputation or business prospects; (iv) Service Provider has failed or is failing to vigorously prosecute or defend such Third-Party Claim (as reasonably determined by NABARD); or (vi) the Service Provider fails to provide reasonable assurance to NABARD of its financial capacity to prosecute the Third-Party Defense. In such instance, NABARD shall have the right to assume the Third-Party Defense with counsel of its choice at the expense of the Service Provider; and NABARD shall control the
investigation, defense and settlement thereof. NABARD shall have the right to agree to the entry of any judgement or enter into any settlement with respect to the Third-Party Claim.

13. LIQUIDATED DAMAGES

13.1 NABARD shall be entitled to recover liquidated damages as set out in Schedule III from the Service Provider for breach of Service Levels.

13.2 Except as otherwise specified under Schedule III, if the Service Provider fails to deliver any Support Services or meet any Service Levels under this Agreement, NABARD shall be entitled to liquidated damages of a sum equivalent to 0.5% percent per week or part thereof of the unperformed services subject to maximum of 10% of the unperformed services for that particular location. In case of undue delay beyond a period of 15 days unless otherwise waived by NABARD, NABARD at its discretion may consider the delay as a ground for termination of the Agreement.

13.3 NABARD reserves the right to impose / waive any such liquidated damages. Parties agree that the liquidated damages constitute a genuine pre-estimate of the damages, losses, likely to be suffered by NABARD in the event of breach by the Service Provider of the terms hereof.

13.4 NABARD may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the Service Provider in its hands (which includes NABARD’S right to claim such amount against the Service Provider’s bank guarantee under the Principal Agreement) or which may become due to the Service Provider. Any such recovery of penalty shall not in any way relieve the Service Provider from any of its obligations to complete the Support Services or from any other obligations and liabilities under this Agreement.

14. AUDIT

14.1 The Service Provider shall also get itself audited by internal or external empaneled auditors appointed by the NABARD, on a biannual basis, covering the risk parameters finalized by NABARD or such auditors in such as IT hardware, software, data privacy, cybersecurity, regulatory or statutory compliance. The Service Provider shall submit such certification by such auditors to NABARD. The Service Provider shall permit any audit by inspecting officials from the Reserve Bank of India or any regulatory authority as required under Applicable Law. The Service Provider and/or its permitted sub – contractors shall facilitate the same.

14.2 The Service Provider shall, whenever required by such auditors, furnish all relevant information, records/data to them. The cost for such audits shall be borne by NABARD. NABARD may conduct an audit or inspection by providing the Service Provider at least 7 (seven) Business Days’ prior written notice, however prior notice may not be given for audit or inspection conducted by regulatory authority. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the NABARD or in the certification submitted by the auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same within such timelines as prescribed by NABARD. In such instance, any cost incurred by NABARD in undertaking the audit, shall be reimbursed by the Service Provider to NABARD immediately, and in no event later than 7 (seven) days from completion of audit report. The Service Provider shall provide certification of the auditor to the NABARD regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
14.3 NABARD reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the NABARD.

15. **FORCE MAJEURE**

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

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

16. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary contained anywhere in this Agreement, NABARD shall not be liable to the Service Provider for any special, consequential, incidental, exemplary, punitive, or indirect damages arising from, relating to, or in connection with this Agreement or any Schedules, Annexures or attachments hereto including, without limitation to, any damages resulting from loss of profits, loss of savings, loss of business, loss of use, or loss of data, arising out of or in connection with this Agreement or of any other obligations relating to this Agreement, whether or not the Party has foreseen or been advised of the possibility of such damages as well as for costs of procurement of substitute services by anyone.

It is further clarified that the aggregate liability of Service Provider under the contract shall be governed in terms of Clause 11.26 of the RFP.

17. **ASSIGNMENT**

Subject to Clause 4 (Appointment of Sub-contractors), the Service Provider shall not assign, transfer, delegate, or pledge this Agreement or any of its rights or obligations hereunder to any Third Party without the prior written consent of NABARD, provided that Service Provider shall ensure that any and all obligations under this Agreement shall be performed by such assignee in accordance with the terms of this Agreement and that the assignee complies with all rights, duties and obligations under this Agreement. NABARD shall be entitled to transfer and/or assign the whole or any part of this Agreement and its respective rights and obligations hereunder to any third party.

18. **CHANGE OF CONTROL**

In the event of change in ownership structure or change in control, in any manner whatsoever of Service Provider, or if any person / entity that, as of the Execution Date, does not possess, directly or indirectly, the power to direct or cause the direction of the management, policies or affairs of the Service Provider, whether through the ownership of voting securities, by contract or otherwise, later comes into possession of such power, Service Provider shall inform NABARD in writing of such change in
control along with the details of new ownership structure or persons / entities in control. In such event, NABARD shall have the right to terminate this Agreement.

19. **INDEPENDENT CONTRACTOR**

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

20. **DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

20.1 This Agreement shall be governed by the laws of India.

20.2 All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably by Parties. Each Party shall select / appoint 1 (one) senior representative. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives ("Settlement Period").

20.3 In case of failure to resolve the disputes and differences amicably as per the mechanism set out in Clause 20.2 prior to expiry of the Settlement Period, then such unsettled dispute or difference shall be referred to and finally resolved by arbitration administered by the Mumbai Centre for International Arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Clause 20 (Dispute Resolution, Governing Law and Jurisdiction). In the event of such arbitration:

20.3.1 the venue and seat of the arbitration shall be Mumbai;

20.3.2 the tribunal shall consist of 3 (three) arbitrators; 1 (one) to be appointed by the NABARD, 1 (one) to be appointed by the Service Provider, and the third to be appointed by the 2 (two) arbitrators. If either NABARD or the Service Provider fails to appoint an arbitrator as set out in this Clause 20 (Dispute Resolution, Governing Law and Jurisdiction), the arbitrator of such party shall be appointed in accordance with the MCIA Rules;

20.3.3 the language of the arbitration shall be English;

20.3.4 the arbitration awards shall be reasoned and shall be final and binding on the disputing Parties and may be specifically enforced by any court of competent jurisdiction;

20.3.5 the tribunal shall be entitled to decide on and apportion the costs and reasonable expenses (including reasonable fees of counsel retained by the Parties) incurred in the arbitration;
20.3.6 the existence and content of any arbitration proceeding, and any award thereof shall be confidential among the Parties, and subject to the terms of Clause 10 (Confidentiality) hereof; and

20.3.7 the existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

20.4 Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction, including pre-arbitral attachments, temporary restraining orders, or temporary injunctions, as may be necessary to preserve the rights of such Party. The application by either Party to a judicial authority for such measures shall not be deemed to be an infringement or a waiver of the covenant of the Parties to submit disputes to arbitration under this Agreement and shall not affect the relevant powers reserved to the arbitrator pursuant to this Clause 20 (Dispute Resolution, Governing Law and Jurisdiction).

20.5 All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and subject to the arbitration provisions above, courts in Mumbai only shall have jurisdiction to determine the same.

21. SEVERABILITY
If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.

22. WAIVER
The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise any right or remedy to which it is entitled hereunder or thereunder, will not constitute a waiver thereof and will not cause a diminution of the obligations established by this Agreement. A waiver of any default will not constitute a waiver of any subsequent default. No waiver of any of the provisions of this Agreement will be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

23. COUNTERPARTS
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in “portable document format” (“.pdf”) shall be as effective as signing and delivering the counterpart in person.

24. ENTIRE AGREEMENT AND AMENDMENTS
24.1 This Agreement shall be deemed to be incorporated as part of the Principal Agreement by reference. This Agreement along with the Principal Agreement shall contain the entire understanding of the Parties and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.
24.2 No supplement, amendment or modification to this Agreement shall be valid, enforceable or binding upon the Parties unless made in accordance with the provisions of this Agreement.

25. FURTHER ASSURANCE

The Parties shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as reasonably required to give effect to the provisions of this Agreement.

26. NOTICES

26.1 Any notice or other communication to be given by one Party to any other Party under, or in connection with, this Agreement shall be made in writing and signed by, or on behalf of, the Party giving it.

26.1.1 Service of a notice shall be effected by one of the following methods:

a) by hand to the relevant address set out in Clause 26.1.3 (Address for Service) and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or

b) by prepaid first-class post to the relevant address set out in Clause 26.1.3 (Address for Service) and shall be deemed served at the start of the second Business Day after the date of posting; or

c) by prepaid international airmail to the relevant address set out in Clause 26.1.3 (Address for Service) and shall be deemed served at the start of the fourth Business Day after the date of posting; or

d) by email, to the relevant email address set out in Clause 26.1.3 (Address for Service) and shall be deemed served on the day when the sending of the email is recorded on the sender’s computer, unless the sender receives a message from its internet service provider or the recipient’s mail server indicating unsuccessful transmission. Any such email should be followed by service of the notice through one of the methods in (a) through (c) above, within 3 (three) Business Days of such email being deemed as served pursuant to this sub-Clause (d).

26.1.2 In Clause 26.1.1 (Method of Service), “during a Business Day” means any time between 9.30 am and 5.30 pm on a Business Day based on the local time where the recipient of the notice is located. References to “the start of a Business Day” and “the end of a Business Day” shall be construed accordingly.

26.1.3 Notices shall be addressed as follows:

(a) In case of notice to NABARD

Name : [Insert]

Address : [Insert]

Email address : [Insert]

To the attention of : [Insert]
(b) In case of notice to Service Provider

Name : [Insert]

Address : [Insert]

Email address : [Insert]

To the attention of : [Insert]

Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 7 (Seven) Business Days’ prior written notice. Until the end of such notice period, service on either address shall remain effective.

27. SPECIFIC PERFORMACE

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Parties from committing any violation or to enforce the performance of the covenants, representations and warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Parties may have at law or in equity, including without limitation a right for damages.

28. CONFLICT

The Parties agree that in the event of any conflict between the provisions of this Agreement and the Principal Agreement, the provisions of the Principal Agreement shall prevail.

29. SURVIVAL

Any provision of or obligation under this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement or which by their nature survive termination shall survive any such termination or expiration, and shall continue in full force and effect, including, but not limited to, Clause 1 (Definitions and Interpretation), Clause 6 (Ownership of Intellectual Property), Clause 9 (Term and Termination), Clause 10 (Confidentiality), Clause 11 (Data Protection), Clause 12 (Indemnification), Clause 14 (Audit) Clause 16 (Limitation of Liability), Clause 19 (Independent Contractor), Clause 20 (Dispute Resolution), Clause 21 (Severability), Clause 22 (Waiver), and Clause 26 (Notice) and Clause 27 (Specific Performance).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

For NABARD

For Service Provider
DMABI Solution

SCHEDULE I | DEFINITIONS

1. Definitions

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the meanings assigned to them herein below:

“Agreement” means this Service Level Agreement together with the Recitals, Schedules and Annexures hereto, as amended, modified or supplemented from time to time, in accordance with the terms herein;

“Affiliate” of either Party means a person or entity, directly or indirectly, Controlling, Controlled by, or under common Control with such Party;

“Applicable Law” means any law, rule, regulation, ordinance, order, code, treaty, judgment, decree, injunction, permit or decision of any central, state or local government, authority, agency, court or other body having jurisdiction over the matter or person in question, including those prevailing in the relevant jurisdiction, as in effect, from time to time;

“Authorised Representatives” means in relation to the (i) Service Provider; (a) [●] and (b) [●], and for (ii) NABARD (a) [●] and (b) [●], or such other Persons as may be notified by the relevant Party in accordance with Clause 26 (Notices);

“Background Intellectual Property” means Intellectual Property owned or controlled by a Party, including Intellectual Property developed prior to or independently of this Agreement, which the Party determines, in its sole discretion, to make available for the carrying out of the Support Services and includes Intellectual Property licensed to or acquired by the Parties from time to time pursuant to this Agreement;

“Bugs” means a failure of a software or program to perform as specified in the applicable product description and/or user's guide and/or installation guide due to defective software distribution media or otherwise.

“Business Day” means any day of the week except Saturday, Sunday or any day on which the banks in India are closed for business;

“Confidential Information” means with respect to the Service Provider, the Service Provider Materials and/or Service Provider's financial information, and with respect to NABARD shall mean all information that NABARD designates as being confidential or which the circumstances surrounding the disclosure ought to be treated as confidential. This includes all information disclosed / furnished by NABARD or any such information which comes into the knowledge of the Service Provider during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Service Provider to carry out the assignment, and shall mean and include, without limitation (1) data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; (2) information relating to installed or purchased Discloser material or hardware products, the information relating to general architecture of NABARD’s DMABI Solution, information relating to nature and content of data stored within DMABI Solution or in any other storage media, NABARD’s business policies, practices, methodology, policy design delivery, and information received from others that NABARD is obligated to treat as confidential. Confidential Information disclosed to Service Provider by any Affiliate of NABARD is
DMABI Solution

covered by this Agreement; (3) information such as intellectual property information
any trade secrets, discoveries, ideas, concepts, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical
nature or concerning research and development and/or engineering activity,
commercial, financial, scientific or technical information, patent and trademark
applications, process designs, process models, drawings, plans, designs, data, databases and extracts there from, formulae, methods, know-how and other
intellectual property, marketing and pricing information, and other strategies,
concepts, ideas; (4) technical or business information or material not covered under
this definition; (5) proprietary or internal information relating to the current, future
and proposed products or services of NABARD including, financial information,
process / flow charts, business models, financial reports, business plans, customer
lists, products or production processes, designs, drawings, data information related to
products and services, procurement requirements, purchasing, customers, investors,
employees, business and contractual relationships, business forecasts, business plans
and strategies, information the Parties provide regarding third parties; (6) information
disclosed pursuant to this Agreement; and (7) all such other information which by its
nature or the circumstances of its disclosure are confidential;

"Contract Price" shall mean the total consideration to be paid by NABARD to the
Service Provider as agreed under the Principal Agreement;

“Control” means the legal power or authority of a person or entity to direct the
management, affairs and policies of another entity, directly or indirectly, whether by
way of the right to appoint the majority of the board of directors or partners of such
other entity or by management agreement or otherwise, including by virtue of such
person’s shareholding or management rights or shareholders’ agreements or voting
agreements or in any other manner;

“Data Protection Legislation” means the Information Technology (Reasonable
Security Practices and Procedures and Sensitive Personal Data or Information) Rules,
2011, and all other applicable Laws and regulations from time to time relating to
processing of personal data, medical records and history, privacy interception of
communications or analogous laws or regulations under other relevant jurisdiction
including any jurisdiction in or from which the Service Provider or the Authorised
Representative(s) of the Service Provider provides any of the Support Services in every
case;

“Discloser” means the Party disclosing Confidential Information;

“DMABI Solution” shall mean data management, analytics and business intelligence
solution provided by the Service Provider to NABARD under the Principal Agreement;

“Effective Date” shall mean the date of commencement of the Support Services and
all other obligations of the Service Provider hereunder i.e., [•];

“Force Majeure” means occurrence of one or more of the following events which are
beyond the reasonable control of the Parties despite having exercised all reasonable
care and due diligence, and which are unforeseen, unavoidable or insurmountable, and
which arise after the Effective Date and which prevent total or partial performance of
this Agreement by either Party. Such events shall include:
a. war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade and military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;

b. act of terrorism, sabotage or piracy;

c. act of authority whether lawful or unlawful, compliance with any Law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;

d. act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, nuclear catastrophe, volcanic activity, land slide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease;

e. explosion, fire, destruction of facilities, and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;

f. general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; or

g. any other cause beyond the reasonable control of the applicable Party.

Provided that the current ongoing situation regarding COVID-19 and/or lockdowns due to COVID-19 shall not be considered as Force Majeure Event under this Agreement.

“Governmental Authority” means any government or governmental or regulatory body, or political subdivision, whether foreign, federal, state, city or local, or any agency, commission, authority, or instrumentality, any multinational, supra-national or quasi-governmental entity, body or authority, any self-regulatory organization, any court or arbitrator (public or private) thereof, or any entities that a government controls or owns (in whole or in part), including any state-owned, controlled or operated companies or enterprises;

“Improvement” means any improvement, advancement, modification, adaptation, development, upgrade, enhancement, change, addition, alteration and/or redesign or the like arising from use of Intellectual Property in any manner whatsoever;

“Intellectual Property” means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including patents, trademarks, copyright, integrated circuits, trade secrets, know how, design rights, discoveries, ideas, concept notes, business methods, software codes (including source code, object code executable file) and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests;

“Losses” means all losses, liabilities, liens, obligations, fines, costs, charges, expenses, royalties, damages (whether or not resulting from third party claims), including those resulting from claims and including interest and penalties with respect thereto and related out-of-pocket expenses paid to Third Parties, including reasonable attorneys’ and accountants’ fees and disbursements;
"Materials" includes source codes, concepts, documents, property, information and the subject matter of any category of Intellectual Property (including all associated documents, data, libraries, tools, and other items and materials necessary or desirable to enable any person or its agents/contractors to fully understand, use, modify and maintain such Intellectual Property);

“NABARD Data” means any information or material:

a) disclosed or submitted, directly or indirectly, to the Service Provider or its Authorised Representative(s) by NABARD in order to perform or in connection with the Support Services;
b) learnt or generated or obtained by the Service Provider or its Authorised Representative(s) as a result of performing the Support Services; and
c) which shall include information relating to NABARD's customers, technology, operations, facilities, consumer markets, products, capacities, procedures, security practices, business affairs and other proprietary information,
in any media whatsoever (including electronic) and in each case which is in the possession, custody or control of the Service Provider or and as such data is modified, added to or stored from time to time.

“Person” means and includes any natural person, corporation, Governmental Authority, association, partnership, trust, an unincorporated organisation, or other entity or organisation (whether or not having separate legal personality);

“Personal Data” means all personal data (as defined under Data Protection Legislation) of whatever nature and in whatever form, as such data is modified, added to or stored from time to time;

“Personnel” shall mean NABARD’s employees, executives, board members or individuals engaged in day to day business of NABARD or as may be designated by NABARD; “Project” the design, and implementation of the DMABI Solution, by the Service Provider and maintenance, support and upgradation thereof, pursuant to the Principal Agreement;

“Recipient” means the Party receiving Confidential Information;

“Support Services” means the services to be provided by the Service Provider to NABARD as set out in Clause 2 (Support Service) and Schedule III of this Agreement;

"Service Levels" refers to the performance standards required to be complied with by the Service Provider in relation to providing the Support Services under this Agreement, including the standards as set forth in Schedule III and other standards in relation to the required availability, response times, etc. as may be mutually agreed to between the Parties;

“Third Party” means a legal entity, or person(s) that is not a Party to this Agreement, but does not include Affiliates;

“Trouble Ticket” means the ticket raised by the Service Desk on receipt of notification by NABARD of any problem;

“UAT” means user acceptance testing to ensure that all features as agreed under the Principal Agreement of the DMABI Solution are functional; and
“Warranty Period” means a period of 24 (twenty-four) months commencing from the date of Go-Live of the DMABI Solution by NABARD, as per the terms of the Principal Agreement.

2. Additional Defined Terms

For purposes of this Agreement, the following terms have the meanings specified in the indicated Clauses of this Agreement:

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1. The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant statute / legislation.

2. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the Execution Date) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.

3. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

4. Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexures hereto and shall be ignored in construing the same.

5. References to days, months and years are to calendar days, calendar months and calendar years, respectively.

6. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day if the last day of such period is not a Business Day; and whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day.

7. Words “directly or indirectly” mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct or indirect” shall have the correlative meanings.

8. Any reference to “writing” shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form but excludes text messaging from smartphones.

9. No provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

10. If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the schedules or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.
DMABI Solution

SCHEDULE – III

Part A

Project Management

1. The Service Provider shall manage the delivery and implementation of the DMABI Solution in a structured, organized, and cost-effective manner.

2. Project Management Service Levels

<table>
<thead>
<tr>
<th>Type</th>
<th>Measurement</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Delivery</td>
<td>Delay in Project delivery as per the timelines agreed under the Principal Agreement.</td>
<td>0.5% of the Contract Price for each calendar week of delay</td>
</tr>
<tr>
<td>Project Milestones</td>
<td>Delay / failure in milestone completion / installation / implementation after Project delivery as per the timelines agreed under the Principal Agreement.</td>
<td>0.5% of the order value of the relevant deliverables / milestone for each calendar week of delay.</td>
</tr>
<tr>
<td>Sprint Outcomes (for Agile Projects)</td>
<td>Total elapsed days from the start to the end of sprint are greater than planned. or Functionality planned for a sprint is not delivered or documented.</td>
<td>15% of the Contract Price</td>
</tr>
<tr>
<td>Documentation Updates (both technical and functional)</td>
<td>Service Provider provides documentation later than 1 week after UAT is completed.</td>
<td>0.5% of the order value of the relevant deliverables, for each calendar week of delay</td>
</tr>
</tbody>
</table>

3. NABARD shall at its sole discretion determine the order value of the relevant deliverable for the purpose of calculation of liquidated damages in case of failure of compliance with the Service Levels as set out above.

4. The overall liquidated damages payable by the Service Provider during the implementation of the DMABI Solution shall be a maximum of 10% of the Contract Price.

5. The “Contract Price” for calculation of liquidated damages is the order value of a particular deliverables excluding AMC charges and facilities management charges.
Part B

Project Quality Levels

1. The Service Provider shall apply appropriate process and practices in order to deliver high quality solutions to NABARD containing as few defects as is practical. Defects may include Bugs or other non-conformities including where a solution that is made up of working code but does not meet the initial requirements laid out by NABARD and described in the functional specifications.

2. Software Quality Service Levels

<table>
<thead>
<tr>
<th>Type</th>
<th>Measurement</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Success Rate at User Acceptance Test</td>
<td>Less than 80% of user acceptance test cases pass on the first execution.</td>
<td>20% of Contract Price</td>
</tr>
<tr>
<td>Number of P1 problems post delivery</td>
<td>There is more than a 15% increase in the number of P1 problems for 30 days after release to production</td>
<td>15% of Contract Price.</td>
</tr>
<tr>
<td>Number of P2 problems post delivery</td>
<td>There is more than a 15% increase in the number of P2 problems for 30 days after release to production</td>
<td>10% of the Contract Price.</td>
</tr>
<tr>
<td>Number of P3 problems post delivery</td>
<td>There is more than a 20% increase in the number of P3 problems for 30 days after release to production</td>
<td>10% of the Contract Price.</td>
</tr>
<tr>
<td>End user satisfaction</td>
<td>Less than 80% of completed scores on application enhancement satisfaction surveys have a rating of satisfied or very satisfied.</td>
<td>10% of the Contract Price.</td>
</tr>
</tbody>
</table>

The severity levels of problems post-delivery shall correspond to those set out in Clause 3 of Part D of Schedule III.
PART C

Support Service

1. The Service Provider shall maintain an Information Technology Service desk at NABARD Head Office in Mumbai (“Service Desk”). The Service Desk shall act as a single point of contact for all users whether for service requests or incidents on problems. The following parameters would be considered in classifying the service ticket category:

- Impact on the continuity of business services
- Monetary value of impact
- Effect on regulatory compliance

2. The Service Desk shall include the following Service Levels:

2.1. Level 1 Service Desk (“L1”) - The first line of support shall be either through a telephone helpdesk or answer centre support service along with a new ticketing solution.

2.2. Level 2 Service Desk (“L2”) - This shall be the second line of support wherein this level of helpdesk shall have more experience than L1. L2 shall be required to manage incidents raised under L1. L2 shall maintain a run-book that they may use for immediate resolutions. L2 shall collaborate with any other support or dependency groups in case the incident has a linkage to other support personnel or outside vendors.

2.3. Level 3 Service Desk (“L3”) – L3 shall be available from the respective product / OEM partner as per the agreement between NABARD and Service Provider, and the back-to-back agreements between Service Provider and the product / OEM partners. Service Provider shall include cost of L3 support as part of the Contract Price.

2.4. The Service Provider shall undertake the following:

2.4.1. Establishing the Service Desk

2.4.2. L1 shall be configured to ensure that the personnel attend calls from [8:00 hrs to 00:00 hrs, 7 days a week] with response consistent with the Service Level set out herein. L1 shall act as a single point of contact for all DMABI related service requests, incidents or problems for all the solutions provided by the Service Provider.

2.4.3. Providing telephonic and/or electronic mechanisms for problem reporting requests for service, and status updates; each seat should have an out bound dialling facility.

2.4.4. Routing of the non-Service Provider supported actions to the appropriate Third Party service provider within 15 (fifteen) minutes of acknowledged receipt of the trouble ticket of NABARD supported applications.

2.4.5. Tracking of problems from ‘initial call’ to ‘restore to service’. This includes problems redirected to Third Parties who provide services.
DMABI Solution

2.4.6. Notifying users of problem status and resolution.

2.4.7. Monitoring systems to proactively determine, diagnose and resolve problems, this includes notifying users and all service providers of known problems and alerts.

2.4.8. Provide reports that effectively summarize and communicate the performance and compliance with Service Levels defined in this Agreement. The Service Provider shall enable NABARD to directly generate standard and ad hoc reports as needed.

2.4.9. Provide training for all productivity tools.

3. Fault Reporting, Trouble Ticketing and Call Closure Procedure

3.1. NABARD Personnel shall notify the Service Desk to report any problem. The Service Desk shall have a Trouble Ticket opened for NABARD and NABARD shall quote the Trouble Ticket Number in all future communication.

3.2. Upon opening of a Trouble Ticket, Service Provider shall investigate the reported problem and shall promptly rectify the same.

3.3. In case the problem is related to any hardware, network or OEM software, or any repair, which would cause a disruption in usage, appropriate notice shall be sent to NABARD, before taking up the resolution with the hardware / network / OEM software vendor.

3.4. Upon such rectification, Service Provider shall communicate the same to NABARD and close the Trouble Ticket. Service Provider shall ensure that call closure is done after NABARD’s acknowledgement.

4. Support Modes

<table>
<thead>
<tr>
<th>Support mode</th>
<th>Description</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td>Auto trigger of email or user raised request by email to designated email ID</td>
<td>As applicable (L1, L2)</td>
</tr>
<tr>
<td>Call</td>
<td>Call the specific service number for logging any issue, follow up or escalation</td>
<td>As applicable (L1, L2)</td>
</tr>
<tr>
<td>Chat</td>
<td>Support request by chat. Bidder may suggest chat tool integrated with Service Desk.</td>
<td>As applicable (L1, L2)</td>
</tr>
<tr>
<td>Visit</td>
<td>Service Engineer visiting the site for resolution of concern.</td>
<td>Need based (L2, L3)</td>
</tr>
<tr>
<td>Remote Support</td>
<td>Provide remote access by VPN for authorized personnel for immediate remediation or be available on call</td>
<td>Need based (L2, L3)</td>
</tr>
</tbody>
</table>
PART D

System Maintenance & Support Services

1. The Service Provider shall guarantee a minimum of uptime of 99.5% per month for the DMABI solution. The uptime will be calculated on a monthly basis. Wherever the Service Provider monitors onsite, the downtime starts from the time hardware/software/tool/solution/etc, fails leading to denial of service. As long as there is no denial of service to NABARD, downtime does not arise. Wherever NABARD monitors, the downtime starts from the time of reporting by NABARD.

2. In case of non-conformity with the requisite uptime, the Service Provider shall be liable to pay the following amounts as liquidated damages.

<table>
<thead>
<tr>
<th>#</th>
<th>Non-Conformity</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Where the downtime is up to 216 minutes (uptime above 99.5%)</td>
<td>NIL</td>
</tr>
<tr>
<td>2</td>
<td>Where the downtime is above 216 minutes but less than or equal to 432 minutes (uptime between 99% - 99.5%)</td>
<td>Rs. 10,000/- for every 30 minutes or part thereof for the downtime exceeding 216 minutes</td>
</tr>
<tr>
<td>3</td>
<td>Where the downtime is above 432 minutes but less than or equal to 864 minutes (uptime between 98% - 99%)</td>
<td>Rs. 85,000/- + Rs. 15,000/- for every 30 minutes or part thereof for the downtime exceeding 432 minutes</td>
</tr>
<tr>
<td>4</td>
<td>Where the downtime is above 864 minutes</td>
<td>No AMC charges will be paid for that month. The liquidated damages provided under this clause are standard liquidated damages. The liquidated damages and services under the SLA will be finalised by NABARD at the contracting stage with the Bidder.</td>
</tr>
<tr>
<td>5</td>
<td>On those days where the downtime exceeds 60 minutes (either continuously or total)</td>
<td>Additional Rs. 25,000/- will be charged on those days.</td>
</tr>
</tbody>
</table>

3. Support Priority Levels

<table>
<thead>
<tr>
<th>Priority</th>
<th>Description</th>
<th>Within Warranty Period</th>
<th>Post Warranty Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Initial Response Time</td>
<td>Resolution Time</td>
</tr>
<tr>
<td>P1</td>
<td>Indicates a reported incident where DMABI Solution is completely unavailable and inaccessible to all users.</td>
<td>Within 30 minutes</td>
<td>150 minutes</td>
</tr>
</tbody>
</table>
DMABI Solution

<table>
<thead>
<tr>
<th>Priority</th>
<th>Description</th>
<th>Within Warranty Period</th>
<th>Post Warranty Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Initial Response Time</td>
<td>Resolution Time</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Initial Response Time</td>
<td>Resolution Time</td>
</tr>
<tr>
<td>P2</td>
<td>DMABI Solution is available; however, functionality or performance of the</td>
<td>Within 60 minutes</td>
<td>360 minutes</td>
</tr>
<tr>
<td></td>
<td>DMABI Solution is severely affected.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P3</td>
<td>DMABI Solution is available and usable with partial, with non-critical</td>
<td>Within 120 minutes</td>
<td>720 minutes</td>
</tr>
<tr>
<td></td>
<td>loss of functionality.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P4</td>
<td>General enquiries on the product use, support and documentation.</td>
<td>Next Business Day</td>
<td>Next Business Day</td>
</tr>
</tbody>
</table>

4. Bug Support

In the event a Bug is discovered in the DMABI Solution, the Service Provider shall fix such Bug at no additional charge to NABARD, subject to the severity codes described below and the corresponding response and resolution times.

<table>
<thead>
<tr>
<th>Severity</th>
<th>Impact</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>The defect affects usage of the DMABI Solution and all users cannot use the application or major functionality.</td>
<td>Within [●] hour</td>
</tr>
<tr>
<td>High</td>
<td>The defect affects critical functionality or critical data. It does not have a workaround.</td>
<td>Within [●] hours</td>
</tr>
<tr>
<td>Medium</td>
<td>Major defect which is likely to create failure of the unit for its intended purpose</td>
<td>Within [●] hours</td>
</tr>
<tr>
<td>Low</td>
<td>Minor defect which is a discrepancy from the standards, but one that is not likely to affect the usability. The defect does not affect functionality. It is merely an inconvenience.</td>
<td>Next Business Day</td>
</tr>
</tbody>
</table>

5. Vulnerabilities

NABARD may undertake periodic checks and Vulnerability Assessment and Penetration Testing (“VAPT”) exercises to identify any vulnerabilities in the DMABI Solution. The Service Provider shall make suitable changes as per the recommendations emerging from VAPTs emerging within the contract period. The vulnerabilities so identified may be fixed by Service Provider within the predefined timeline as follows:
In cases of Service Provider dealing with applications hosted over third-party infrastructure outside NABARD systems, necessary logs generated by the applications to be provided by the Service Provider to NABARD on a quarterly basis or whenever needed by NABARD (whichever is earlier).

6. The Service Provider’s conformity with the Service Levels and resolution times set out under Clause 3 above shall be reviewed on a regular basis, the periodicity of which may be decided mutually. In the event average resolution times for the relevant Service Levels in a specified period, exceeds the prescribed timelines above, NABARD shall be entitled to 0.5% of the Contract Price as liquidated damages.

7. Support Escalation

All incidents that exceed the response time will be escalated to the escalation contacts listed below for NABARD and Service Provider

<table>
<thead>
<tr>
<th>#</th>
<th>Severity</th>
<th>Impact</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Critical &amp; High category Vulnerabilities</td>
<td>Exploitation could result in elevated privileges. Exploitation of the vulnerability likely results in root-level compromise of servers or infrastructure devices. Exploitation could result in a significant data loss or downtime.</td>
<td>Within 30 (thirty) days of intimation</td>
</tr>
<tr>
<td>2</td>
<td>Medium Category Vulnerabilities</td>
<td>Exploitation provides only very limited access to attacker.</td>
<td>Within 45 (forty-five) days of intimation</td>
</tr>
<tr>
<td>3</td>
<td>Other Category Vulnerabilities</td>
<td>Very little impact on an organization’s business or operations.</td>
<td>Within 90 (ninety) days of intimation</td>
</tr>
</tbody>
</table>

In cases of Service Provider dealing with applications hosted over third-party infrastructure outside NABARD systems, necessary logs generated by the applications to be provided by the Service Provider to NABARD on a quarterly basis or whenever needed by NABARD (whichever is earlier).

6. The Service Provider’s conformity with the Service Levels and resolution times set out under Clause 3 above shall be reviewed on a regular basis, the periodicity of which may be decided mutually. In the event average resolution times for the relevant Service Levels in a specified period, exceeds the prescribed timelines above, NABARD shall be entitled to 0.5% of the Contract Price as liquidated damages.

7. Support Escalation

All incidents that exceed the response time will be escalated to the escalation contacts listed below for NABARD and Service Provider

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
<th>Phone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Any change in the escalation contacts will be mutually discussed and agreed upon by the Parties.
17. ANNEXURE XVII – Certificate of Local Content
(To be certified by a statutory or cost auditor or chartered accountant)

Date:

The Chief General Manager
Department for Data Management, Analytics and Business Intelligence
National Bank for Agriculture and Rural Development,
3rd Floor, C-24, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Subject: DMABI Solution for NABARD

This is to certify that proposed DMABI Solution for NABARD is having the local content of _______% as defined in the above mentioned RFP (and related Corrigendum, if any).

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated _______

Dated at ________ day of ________ 2022.

Yours sincerely,

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature of Statutory Auditor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place</td>
<td>Name of the Statutory Auditor:</td>
</tr>
<tr>
<td>Registration Number:</td>
<td></td>
</tr>
<tr>
<td>Seal</td>
<td></td>
</tr>
</tbody>
</table>
18. Annexure XVIII – Query Format

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>RFP Reference Page No.</th>
<th>RFP Clause No</th>
<th>Existing Clause Details</th>
<th>Clarification sought</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## 19. Annexure XIX – Glossary

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Abbreviations</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>ABFL</td>
<td>Agri Business Finance Limited</td>
</tr>
<tr>
<td>2.</td>
<td>ACABC</td>
<td>Agri Clinic and Agri Business Centre</td>
</tr>
<tr>
<td>3.</td>
<td>ADF</td>
<td>Automated Data Flow</td>
</tr>
<tr>
<td>4.</td>
<td>AHC</td>
<td>Annual Health Checkup</td>
</tr>
<tr>
<td>5.</td>
<td>AI</td>
<td>Artificial Intelligence</td>
</tr>
<tr>
<td>6.</td>
<td>AMC</td>
<td>Annual Maintenance Contract</td>
</tr>
<tr>
<td>7.</td>
<td>AMIF</td>
<td>Agri-Market Infrastructure Fund</td>
</tr>
<tr>
<td>8.</td>
<td>ANCOVA</td>
<td>Analysis of Covariance</td>
</tr>
<tr>
<td>9.</td>
<td>API</td>
<td>Application Programming Interfaces</td>
</tr>
<tr>
<td>10.</td>
<td>APY</td>
<td>Atal Pension Yojana</td>
</tr>
<tr>
<td>11.</td>
<td>ARIMA</td>
<td>Auto Regressive Integrated Moving Average</td>
</tr>
<tr>
<td>12.</td>
<td>ATS</td>
<td>Annual Technology Support</td>
</tr>
<tr>
<td>13.</td>
<td>BI</td>
<td>Business Intelligence</td>
</tr>
<tr>
<td>14.</td>
<td>BID</td>
<td>Business Initiative Department</td>
</tr>
<tr>
<td>15.</td>
<td>BOM</td>
<td>Bill of Material</td>
</tr>
<tr>
<td>16.</td>
<td>CCD</td>
<td>Corporate Communications Department</td>
</tr>
<tr>
<td>17.</td>
<td>CCF</td>
<td>Climate Change Fund</td>
</tr>
<tr>
<td>18.</td>
<td>CFF</td>
<td>Climate Change Fund</td>
</tr>
<tr>
<td>19.</td>
<td>CIBIL</td>
<td>Credit Information Bureau India Ltd</td>
</tr>
<tr>
<td>20.</td>
<td>CLMAS</td>
<td>Credit and Loan management Accounting System</td>
</tr>
<tr>
<td>21.</td>
<td>CPD</td>
<td>Corporate Planning Department</td>
</tr>
<tr>
<td>22.</td>
<td>CPPP</td>
<td>Central Public Procurement Portal</td>
</tr>
<tr>
<td>23.</td>
<td>CRAR</td>
<td>Capital to Risk-Weighted Assets Ratio</td>
</tr>
<tr>
<td>24.</td>
<td>CRILC</td>
<td>Central Repository of Information on Long Credit</td>
</tr>
<tr>
<td>25.</td>
<td>CRISIL</td>
<td>Credit Rating Information Services of India Ltd</td>
</tr>
<tr>
<td>26.</td>
<td>CVC</td>
<td>Central Vigilance Commission</td>
</tr>
<tr>
<td>27.</td>
<td>DBMS</td>
<td>Database Management System</td>
</tr>
<tr>
<td>28.</td>
<td>DC</td>
<td>Bank’s Data Centre</td>
</tr>
<tr>
<td>29.</td>
<td>DD</td>
<td>Demand Draft</td>
</tr>
<tr>
<td>Sl No.</td>
<td>Abbreviations</td>
<td>Description</td>
</tr>
<tr>
<td>--------</td>
<td>---------------</td>
<td>-------------</td>
</tr>
<tr>
<td>30.</td>
<td>DDMs</td>
<td>District Development Managers</td>
</tr>
<tr>
<td>31.</td>
<td>DEAR</td>
<td>Department of Economic Analysis and Research</td>
</tr>
<tr>
<td>32.</td>
<td>DEDS</td>
<td>Dairy Entrepreneurship Development Scheme</td>
</tr>
<tr>
<td>33.</td>
<td>DFIBT</td>
<td>Department of Financial Inclusion and Banking Technology</td>
</tr>
<tr>
<td>34.</td>
<td>DIDF</td>
<td>Dairy Processing and Infrastructure Development Fund</td>
</tr>
<tr>
<td>35.</td>
<td>DIT</td>
<td>Department of Information Technology</td>
</tr>
<tr>
<td>36.</td>
<td>DMABI Solution</td>
<td>Data Management, Analytics and Business Intelligence Solution</td>
</tr>
<tr>
<td>37.</td>
<td>DOR</td>
<td>Department of Refinance</td>
</tr>
<tr>
<td>38.</td>
<td>DOS</td>
<td>Department of Supervision</td>
</tr>
<tr>
<td>39.</td>
<td>DPSP</td>
<td>Department of Premises and Procurement</td>
</tr>
<tr>
<td>40.</td>
<td>DR</td>
<td>Disaster Recovery</td>
</tr>
<tr>
<td>41.</td>
<td>DRA</td>
<td>Direct Refinance Assistance</td>
</tr>
<tr>
<td>42.</td>
<td>DSM</td>
<td>Department of Storage and Marketing</td>
</tr>
<tr>
<td>43.</td>
<td>DSSI</td>
<td>Department of Subsidiaries and Strategic Investments</td>
</tr>
<tr>
<td>44.</td>
<td>DW</td>
<td>Data Warehouse</td>
</tr>
<tr>
<td>45.</td>
<td>EDW</td>
<td>Enterprise Data Warehouse</td>
</tr>
<tr>
<td>46.</td>
<td>EIS</td>
<td>Executive Information System</td>
</tr>
<tr>
<td>47.</td>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>48.</td>
<td>ETL</td>
<td>Extraction, Transformation &amp; Load / Extraction, Load &amp; Transformation</td>
</tr>
<tr>
<td>49.</td>
<td>FIDF</td>
<td>Fisheries Infrastructure Development Fund</td>
</tr>
<tr>
<td>50.</td>
<td>FLC</td>
<td>Financial Literacy Centre</td>
</tr>
<tr>
<td>51.</td>
<td>FPF</td>
<td>Food Processing Fund</td>
</tr>
<tr>
<td>52.</td>
<td>FPO</td>
<td>Farmer Producers' Organisation</td>
</tr>
<tr>
<td>53.</td>
<td>FSDD</td>
<td>Farm Sector Development Department</td>
</tr>
<tr>
<td>54.</td>
<td>FSPF</td>
<td>Farm Sector Promotion Fund</td>
</tr>
<tr>
<td>55.</td>
<td>FTE</td>
<td>Full Time Equivalent</td>
</tr>
<tr>
<td>56.</td>
<td>GUI</td>
<td>Graphical User Interface</td>
</tr>
<tr>
<td>57.</td>
<td>HRMD</td>
<td>Human Resource Management Department</td>
</tr>
<tr>
<td>58.</td>
<td>IDAM</td>
<td>Identity and Access Management</td>
</tr>
<tr>
<td>59.</td>
<td>IDD</td>
<td>Institutional Development Department</td>
</tr>
<tr>
<td>Sl No.</td>
<td>Abbreviations</td>
<td>Description</td>
</tr>
<tr>
<td>-------</td>
<td>---------------</td>
<td>-------------</td>
</tr>
<tr>
<td>60.</td>
<td>IEM</td>
<td>Independent External Monitors</td>
</tr>
<tr>
<td>61.</td>
<td>IIBF</td>
<td>Indian Institute of Banking &amp; Finance</td>
</tr>
<tr>
<td>62.</td>
<td>IPC</td>
<td>Indian Panel Code</td>
</tr>
<tr>
<td>63.</td>
<td>ISAM</td>
<td>Integrated Scheme for Agricultural Marketing</td>
</tr>
<tr>
<td>64.</td>
<td>ISO</td>
<td>International Organization of Standardization</td>
</tr>
<tr>
<td>65.</td>
<td>ITSM</td>
<td>Information Technology Services Management</td>
</tr>
<tr>
<td>66.</td>
<td>JLG</td>
<td>Joint Liability Group</td>
</tr>
<tr>
<td>67.</td>
<td>KCC</td>
<td>Kisan Credit Card</td>
</tr>
<tr>
<td>68.</td>
<td>KPIs</td>
<td>Key Performance Indicators</td>
</tr>
<tr>
<td>69.</td>
<td>LD</td>
<td>Liquidated Damage</td>
</tr>
<tr>
<td>70.</td>
<td>LDAP</td>
<td>Lightweight Directory Access Protocol</td>
</tr>
<tr>
<td>71.</td>
<td>LEDP</td>
<td>Livelihood and Enterprise Development Programme</td>
</tr>
<tr>
<td>72.</td>
<td>LTC</td>
<td>Leave Travel Concession</td>
</tr>
<tr>
<td>73.</td>
<td>LTIF</td>
<td>Long Term Irrigation Fund</td>
</tr>
<tr>
<td>74.</td>
<td>MCID</td>
<td>Micro Credit Innovation Department</td>
</tr>
<tr>
<td>75.</td>
<td>MFI</td>
<td>Micro Finance Institute</td>
</tr>
<tr>
<td>76.</td>
<td>MIS</td>
<td>Management Information System</td>
</tr>
<tr>
<td>77.</td>
<td>MNRE</td>
<td>Ministry of New and Renewable Energy</td>
</tr>
<tr>
<td>78.</td>
<td>MPLS</td>
<td>Multiprotocol Label Switching</td>
</tr>
<tr>
<td>79.</td>
<td>MSME</td>
<td>Micro Small &amp; Medium Enterprises</td>
</tr>
<tr>
<td>80.</td>
<td>NABARD</td>
<td>National Bank for Agriculture and Rural Development</td>
</tr>
<tr>
<td>81.</td>
<td>NABCONS</td>
<td>NABARD Consultancy Services</td>
</tr>
<tr>
<td>82.</td>
<td>NABFINS</td>
<td>NABARD Financial Services</td>
</tr>
<tr>
<td>83.</td>
<td>NABFOUNDATION</td>
<td>NABFOUNDATION</td>
</tr>
<tr>
<td>84.</td>
<td>NABKISAN</td>
<td>NABKISAN Finance Limited</td>
</tr>
<tr>
<td>85.</td>
<td>NABSAMRUDDHI</td>
<td>NABSAMRUDDHI Finance Limited</td>
</tr>
<tr>
<td>86.</td>
<td>NABSANRAKSHAN</td>
<td>NABSanrakshan Trustee Company Private Limited</td>
</tr>
<tr>
<td>87.</td>
<td>NABVENTURES</td>
<td>NABVENTURES</td>
</tr>
<tr>
<td>88.</td>
<td>NBFC</td>
<td>Non-Banking Finance Company</td>
</tr>
<tr>
<td>89.</td>
<td>NDS</td>
<td>Negotiated Dealing System</td>
</tr>
<tr>
<td>Sl No.</td>
<td>Abbreviations</td>
<td>Description</td>
</tr>
<tr>
<td>--------</td>
<td>---------------</td>
<td>-------------</td>
</tr>
<tr>
<td>90.</td>
<td>NGO</td>
<td>Non-governmental Organisation</td>
</tr>
<tr>
<td>91.</td>
<td>NIDA</td>
<td>NABARD Infrastructure Development Assistance</td>
</tr>
<tr>
<td>92.</td>
<td>NPCI</td>
<td>National Payment Corporation of India</td>
</tr>
<tr>
<td>93.</td>
<td>NPOF</td>
<td>National Project on Organic Farming</td>
</tr>
<tr>
<td>94.</td>
<td>NRLM</td>
<td>National Rural Livelihood mission</td>
</tr>
<tr>
<td>95.</td>
<td>ODS</td>
<td>Operational Data Store</td>
</tr>
<tr>
<td>96.</td>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>97.</td>
<td>OFDD</td>
<td>Off Farm Development Department</td>
</tr>
<tr>
<td>98.</td>
<td>OFPO</td>
<td>Off-farm Producers' Organisations</td>
</tr>
<tr>
<td>99.</td>
<td>OIC</td>
<td>Officer in Charge</td>
</tr>
<tr>
<td>100.</td>
<td>OLAP</td>
<td>Online analytical processing</td>
</tr>
<tr>
<td>101.</td>
<td>OPD</td>
<td>Outpatient Department</td>
</tr>
<tr>
<td>102.</td>
<td>OS</td>
<td>Operating System</td>
</tr>
<tr>
<td>103.</td>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>104.</td>
<td>PLP</td>
<td>Potential Linked Plan</td>
</tr>
<tr>
<td>105.</td>
<td>PCR/PCC</td>
<td>Project Completion Report/ Project Completion Certificate</td>
</tr>
<tr>
<td>106.</td>
<td>PMAY-G</td>
<td>Pradhan Mantri Awas Yojana-Gramin</td>
</tr>
<tr>
<td>107.</td>
<td>PO</td>
<td>Purchase Order</td>
</tr>
<tr>
<td>108.</td>
<td>PODF</td>
<td>Producers Organisation Development Fund</td>
</tr>
<tr>
<td>109.</td>
<td>PODF-ID</td>
<td>Producers Organisation Development Fund- Interest Differential</td>
</tr>
<tr>
<td>110.</td>
<td>PRODUCE</td>
<td>Producers Organisation Development and Upliftment Corpus</td>
</tr>
<tr>
<td>111.</td>
<td>PSU</td>
<td>Public Sector Unit</td>
</tr>
<tr>
<td>112.</td>
<td>RBI</td>
<td>Reserve Bank of India</td>
</tr>
<tr>
<td>113.</td>
<td>RCBs</td>
<td>Rural Cooperative Banks</td>
</tr>
<tr>
<td>114.</td>
<td>RFP / RfP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>115.</td>
<td>RIAS</td>
<td>Rural Infrastructure Assistance to State Govt.</td>
</tr>
<tr>
<td>116.</td>
<td>RIDF</td>
<td>Rural Infrastructure Development Fund</td>
</tr>
<tr>
<td>117.</td>
<td>RMD</td>
<td>Risk Management Department</td>
</tr>
<tr>
<td>118.</td>
<td>RMK</td>
<td>Rashtriya Mahila Kosh</td>
</tr>
<tr>
<td>Sl No.</td>
<td>Abbreviations</td>
<td>Description</td>
</tr>
<tr>
<td>--------</td>
<td>---------------</td>
<td>-------------</td>
</tr>
<tr>
<td>119.</td>
<td>RO</td>
<td>Regional Office</td>
</tr>
<tr>
<td>120.</td>
<td>RRB</td>
<td>Regional Rural Bank</td>
</tr>
<tr>
<td>121.</td>
<td>SAML</td>
<td>Security Assertion Markup Language</td>
</tr>
<tr>
<td>122.</td>
<td>SBM-G</td>
<td>Swachh Bharat Mission- Gramin</td>
</tr>
<tr>
<td>123.</td>
<td>SDLC</td>
<td>Software Development Life Cycle</td>
</tr>
<tr>
<td>124.</td>
<td>SDWAN</td>
<td>Software Defined Wide Area Network</td>
</tr>
<tr>
<td>125.</td>
<td>SHG</td>
<td>Self Help Group</td>
</tr>
<tr>
<td>126.</td>
<td>SI</td>
<td>System Integrator</td>
</tr>
<tr>
<td>127.</td>
<td>SIEM</td>
<td>Security information and event management</td>
</tr>
<tr>
<td>128.</td>
<td>SLA</td>
<td>service level agreement</td>
</tr>
<tr>
<td>129.</td>
<td>SME</td>
<td>Subject Matter Expert</td>
</tr>
<tr>
<td>130.</td>
<td>SOC/NOC</td>
<td>Security Operations Centre/Network Operations Centre</td>
</tr>
<tr>
<td>131.</td>
<td>SPD</td>
<td>State Projects Department</td>
</tr>
<tr>
<td>132.</td>
<td>SPPID</td>
<td>Strategic Planning and Product Innovation Department</td>
</tr>
<tr>
<td>133.</td>
<td>SQL</td>
<td>Structured Query Language</td>
</tr>
<tr>
<td>134.</td>
<td>TDF</td>
<td>Tribal Development Fund</td>
</tr>
<tr>
<td>135.</td>
<td>TE</td>
<td>Training Establishments</td>
</tr>
<tr>
<td>136.</td>
<td>VAPT</td>
<td>Vulnerability Assessment and Penetration Testing</td>
</tr>
<tr>
<td>137.</td>
<td>VPN</td>
<td>Virtual Private Network</td>
</tr>
<tr>
<td>138.</td>
<td>WDF</td>
<td>Watershed Development Fund</td>
</tr>
<tr>
<td>139.</td>
<td>WIF</td>
<td>Warehouse Infrastructure Fund</td>
</tr>
<tr>
<td>140.</td>
<td>WSHG</td>
<td>Women Self-Help Group</td>
</tr>
</tbody>
</table>
### APPENDIX I - List of Data Sources

<table>
<thead>
<tr>
<th>Existing Source</th>
<th>Database</th>
<th>Size of the database</th>
<th>Number of Tables and Number of Columns</th>
<th>Period of History Available</th>
<th>Incremental Data per day</th>
<th>Operating System</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLMAS</td>
<td>Oracle 12C</td>
<td>500 GB</td>
<td>Tables: 21374 Columns: 339187</td>
<td>2015</td>
<td>12 GB</td>
<td>RHEL 7</td>
</tr>
<tr>
<td>HRMS</td>
<td>Oracle 12C</td>
<td>1 TB</td>
<td>Tables: 45438 Columns: 125935</td>
<td>Since 2012</td>
<td>Approx. 7 GB</td>
<td>Aix</td>
</tr>
<tr>
<td>ECM</td>
<td>MS SQL 2014</td>
<td>Approx. 100 GB</td>
<td>Tables: 848 Columns: 97974</td>
<td>2018</td>
<td>345 MB</td>
<td>MS Server 2012 R2</td>
</tr>
<tr>
<td>TALMS</td>
<td>Oracle 12C</td>
<td>100 GB</td>
<td>Tables: 3906 Columns: 94447</td>
<td>2015</td>
<td>6 GB</td>
<td>RHEL 7</td>
</tr>
<tr>
<td>RIDF</td>
<td>MySQL</td>
<td>4 GB</td>
<td>Tables: 185 Columns: 3,238</td>
<td>2020</td>
<td></td>
<td>Linux</td>
</tr>
<tr>
<td>NABNET</td>
<td>MS SQL</td>
<td>13 GB</td>
<td>Tables: 1,188 Columns: 15,653</td>
<td>2019</td>
<td></td>
<td>Windows Server 2019 Standard</td>
</tr>
<tr>
<td>NABFPO</td>
<td>MySQL, MongoDB</td>
<td>333 GB</td>
<td></td>
<td>2015</td>
<td></td>
<td>Linux</td>
</tr>
<tr>
<td>TDF</td>
<td>MySQL, MongoDB</td>
<td>346 GB</td>
<td></td>
<td>2015</td>
<td></td>
<td>Linux</td>
</tr>
</tbody>
</table>

**PS:**
The above table represents the current internal data
This data represents approximately 90% of the NABARD's internal data
The vendor may provision for approximately 30% year on year growth in the data incrementally
The complete details of the datasources will be shared with the selected bidder
## APPENDIX II - List of External Data subscribed/Proposed to be subscribed ##

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Deptt.</th>
<th>External Data currently being subscribed</th>
<th>External Data proposed to be subscribed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DOS</td>
<td>Knowledge Management Tools from Alpha plus- Renewed annually (NABNET)</td>
<td>il</td>
</tr>
<tr>
<td>2</td>
<td>OFDD</td>
<td>Nil</td>
<td>ET Prime</td>
</tr>
<tr>
<td>3</td>
<td>MCID</td>
<td>Nil</td>
<td>IBEF.Org</td>
</tr>
</tbody>
</table>
| 4    | SPD    | Nil                                       | Information obtained from RBI website and other sources  
1. Geographical area and rural population from Census 2011 data  
2. The rural CD ratio for SCBs from RBI website  
3. Data pertaining to rural CD ratio for RRBs and Cooperative Banks is obtained from IDD  
4. Composite Infrastructure Development Index, as per the "Construction of State wise Rural Infrastructure Indices" published by DEAR (EPW Research Foundation)  
5. The rural poverty rate and per capita PSL is taken from RBI report "RIDF & Re-finance Funds - A review" |
| 5    | CPD    | 1. ADEPT Portal of RBI  
2. SLBC / UTLBC websites | Nil                                       |
| 6    | DEAR   | 1. Centre for Monitoring Indian Economy (CMIE)  
2. Indiastat.com (Datanet India Pvt. Ltd.)  
3. EPW Research Foundation India Time Series Database  
4. Databases and Research Reports (CRISIL Ltd.)  
5. Reports and Databases on | Nil                                       |
<table>
<thead>
<tr>
<th>S.N.</th>
<th>Deptt.</th>
<th>External Data currently being subscribed</th>
<th>External Data proposed to be subscribed</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>FD</td>
<td>Nil</td>
<td>1. Bloomberg</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2. cogencis</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3. ticker plant</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4. FIMMDA</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5. FBIL</td>
</tr>
<tr>
<td>8</td>
<td>SPPID</td>
<td>Nil</td>
<td>1. Data related to critical inputs on</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>sector like handlooms, handicrafts,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>food processing, agri exports etc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>from industry association, NITI Aayog,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>concerned ministries, etc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2. Financial analysis carried out by</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>rating agencies like ICRA, CRISIL and</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>other rating agencies on state</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>finances.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3. Data related to Agri Startups,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fintech companies etc. which are</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>relevant to NABARD mandate.</td>
</tr>
<tr>
<td>9</td>
<td>NABKISAN</td>
<td>1. Credit Information Companies</td>
<td>Nil</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. PROBE42</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>NABCONS</td>
<td>Nil</td>
<td>1. Minimum wages of the States since</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2016 and onwards for Skills for</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Livelihood Vertical (Source: From</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Labour Departments of the various</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>States)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>special-reports</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3. <a href="http://www.icar.org.in">www.icar.org.in</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4. Fitch, CARE and Moody’s</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5. Publications by IDRBT (<a href="http://www.idrbt.ac.in">www.idrbt.ac.in</a>)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6. Journal of agriculture economics</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7. Statistical data from World Bank,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FAO, Asian Development Bank, IMF</td>
</tr>
<tr>
<td>11</td>
<td>NABFIN</td>
<td>1. Credit bureau data subscription with</td>
<td>Nil</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CRIF</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Credit insights of CRIF for</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>monitoring – A data intelligence</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>platform which</td>
<td></td>
</tr>
</tbody>
</table>
## DMABI Solution

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Deptt.</th>
<th>External Data currently being subscribed</th>
<th>External Data proposed to be subscribed</th>
</tr>
</thead>
</table>
| 12   | NABSAMRUDDHI | provides self service access to market data to understand sourcing, portfolio exposure. | i. Industry Reports-sector specific – Source: Rating Agencies  
iii. Quantix by Crisil  
v. MFIN  
vi. Reports on performance of Asset Backed Securitization pools – Source: Rating Agencies |
| 13   | NABSANRAKSHAN | Nil | i. Demographic database  
ii. Geographical/Climate/Agricultural – Geo Spatial database  
iii. Livestock/Fisheries related database  
v. Farmers related database (PM Kisan Yojana, PM Kusum Yojana etc.)  
SHG registry |
| 14   | BIRD Kolkata | Nil | 1. Subscription of Data source of IBA, RBI, NSSO, IPCC, World Bank UNFCC, SFAC, Central / State Govt. departments etc.  
2. Data from State Focus Paper as well as Potential linked Credit Plans |

---

## Notes

### NABSAMRUDDHI

i. Finezza  
ii. Credit Rating Rationales: Rating Agencies  
iii. Credit Information: Source – Credit Bureaus/ other lenders  
iv. Information on charges : Source – MCA/CERSAI

### NABSANRAKSHAN

- Nil

### BIRD Kolkata

- Nil

---

## Licensing

- All the external data feeds and the APIs to access the data will be subscribed to by NABARD. Bidder may not account for their cost.

- License to source the data and the cost of appropriate APIs is the responsibility of NABARD.
### APPENDIX III – Non-functional Requirements – Technical

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Data Integration Specifications</th>
<th>Compliant Out of Box / With Customisation / Not Compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The ETL tool should provide native connectors/access mechanism to industry leading RDBMS &amp; should be capable of ingesting data from any source system (both internal and external) in automated manner (through ETL/ELT) with acceptable latency.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>The ETL tool should have the capability of declarative design, i.e., Ability to enable designers to specify what they want accomplished with their data, while the tool generates details of how to perform the task.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The solution should provide GUI based framework to configure sources to DMABI SYSTEM.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>The ETL / ELT solution should allow to configure ingestion processes from single / multiple source system, single / multiple files, single / multiple operational input files.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>The DMABI Solution should be able to seamlessly call Data Quality functionalities such as data standardization (standardizing city, state etc.) as part of the ETL process flow.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>The DMABI Solution should be able to seamlessly call Data Quality processes as a web service for de-duplication, as part of the ETL process flow.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>The ETL tool should provide for Multiple-user design environment with a governance mechanism to prevent corruption of data integration related objects, and also supports collaboration on large, enterprise wide projects.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>The DMABI Solution should generate code for ETL process flows created through the GUI which can be viewed / edited by the developers if required.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Data sanity checks / validations of data should be available as part of data ingestion solution to ensure the integrity of data.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>The tool should support various types of transformations including, but not limited to, Data conversion, - Compare Tables, - Lookup, Expression, joining records, splitting data - Filtering, ranking, sorting, grouping, looping, combining data, - Converting dates, merging rows, - Splitting data based on certain conditions, - Sending emails, - Profiling data, Consistency and accuracy of data, - Monitoring the inbound data flow for completeness, - Type two slowly changing dimensions (SCD – T2) many more.. in a drag and drop manner.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>The ETL tool should be rich in the set of in-built transformations and functions that should include predefined table and column-level transformations including slowly changing dimensions (SCD type1 and type2) in a drag and drop manner.</td>
<td></td>
</tr>
</tbody>
</table>
### Data Integration Specifications

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
<td>The DMABI Solution should provide the ability to create User Written Code transformations, which allows leveraging custom code as part of the ETL process flow</td>
</tr>
<tr>
<td>13.</td>
<td>The DMABI Solution should provide the capability to create customized transformations which can be reused across ETL process flows</td>
</tr>
<tr>
<td>14.</td>
<td>The DMABI Solution should provide the capability to import native user-defined functions from databases such as Oracle, DB2, and Teradata and have them available for use in expressions in the ETL process flow</td>
</tr>
<tr>
<td>15.</td>
<td>The DMABI Solution should have the capability for ELT processing which facilitates execution of the process flow inside a database, providing enhanced execution and performance</td>
</tr>
<tr>
<td>16.</td>
<td>The DMABI Solution should provide a utility to check if a particular transformation can be executed inside the database</td>
</tr>
<tr>
<td>17.</td>
<td>The DMABI Solution should have the ability to perform the complete process of extracting and transforming the data and loading it into a datamart and generate reports as part of the same ETL process</td>
</tr>
<tr>
<td>18.</td>
<td>The DMABI Solution should provide an out-of-the-box transformation to support conditional processing within jobs, allowing distinct portions of a job to be defined to run conditionally</td>
</tr>
<tr>
<td>19.</td>
<td>The DMABI Solution should provide in-built analytical transformations for statistical functions such as correlations, distribution analysis, one-way frequencies, summary statistics etc. as part of the ETL process flow</td>
</tr>
<tr>
<td>20.</td>
<td>The DMABI Solution should provide an in-built analytical transformation to perform forecasting on time-series or transactional data as part of the ETL process flow</td>
</tr>
<tr>
<td>21.</td>
<td>The DMABI Solution should have the ability for Command-line job deployment options for deploying single and multiple jobs</td>
</tr>
<tr>
<td>22.</td>
<td>The DMABI Solution should provide the ability to execute external OS level commands such as call shell scripts as part of the ETL process</td>
</tr>
<tr>
<td>23.</td>
<td>The DMABI Solution should have the ability to easily capture and display performance information such as real time, CPU time, memory use, input/output, and record count data as a table / graph</td>
</tr>
<tr>
<td>24.</td>
<td>The DMABI Solution should provide enhanced visual debugging capabilities: - To run a particular transformation, - To run an ETL flow from / up to a particular transformation, - To run an ETL flow step-wise</td>
</tr>
<tr>
<td>25.</td>
<td>The DMABI Solution should provide the capability to assign checkpoints in the ETL process flow to ensure recovery and debugging in case of failure, interruptions or errors</td>
</tr>
<tr>
<td>26.</td>
<td>The DMABI Solution should provide enhanced logging capabilities accessible from a log tab which can help determine</td>
</tr>
<tr>
<td>Sr.No.</td>
<td>Data Integration Specifications</td>
</tr>
<tr>
<td>-------</td>
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</tr>
<tr>
<td></td>
<td>the point of failure of the ETL process and the corresponding error highlighted in the code. Ability to troubleshoot and identify point of failure required.</td>
</tr>
<tr>
<td>27.</td>
<td>The DMABI Solution should provide the capability to display warnings of a job being changed since previous open, with a brief description of the change, to facilitate use in a collaborative user development environment</td>
</tr>
<tr>
<td>28.</td>
<td>Tools used for Data Ingestion should be platform and database independent and should be compatible to ingest and replicate data on parallel processing</td>
</tr>
<tr>
<td>29.</td>
<td>End objective for the data ingestion is to publish the dashboards for end users or any job related to reporting and analytics max by 8.00am on next business day on all days including month-end / quarter-end / year-end. Vendor may propose suitable solution to achieve the objective.</td>
</tr>
<tr>
<td>30.</td>
<td>Data transformations should be triggered in parallel. The DMABI SYSTEM should be capable to run multiple transformation jobs in parallel.</td>
</tr>
<tr>
<td>31.</td>
<td>The processing pipelines for ETL/ELT jobs also include real time, daily, weekly, monthly, quarterly and annual reports, feeding data structures for downstream consumption.</td>
</tr>
<tr>
<td>32.</td>
<td>Audit, alerting, traceability, recovery and monitoring form critical features that need to be available as part of workflow and scheduling system on the lake</td>
</tr>
<tr>
<td>33.</td>
<td>Logging should be available for audit and maintenance.</td>
</tr>
<tr>
<td>34.</td>
<td>Should have a robust framework to track versioning, change history with date and user information, track migration of code from development to production, security.</td>
</tr>
<tr>
<td>Sr.No.</td>
<td>Data Quality Specifications</td>
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<tr>
<td>-------</td>
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</tr>
<tr>
<td>1.</td>
<td>The DMABI Solution should provide a graphical user interface to profile the data to understand and analyze the quality of data</td>
</tr>
</tbody>
</table>
| 2.    | The DMABI Solution should provide the following capabilities w.r.t. the profiling of data:  
- Data sufficiency analysis in terms of null count, blank count, unique count etc.  
- Data Statistics such as min, max, mean, median, mode, standard deviation etc.  
- Performing structure discoveries  
- Computing frequency distributions  
- Computing pattern frequency distributions  
- Computing metadata validations and statistics  
- Identifying outliers and percentiles  
Identifying referential integrity (pk relationship) analysis | Out of Box |
| 3.    | Profiling capabilities should also cover the capabilities to generate custom business alerts to notify key stakeholders about any issues identified in a simple drag-n-drop manner | Customisation |
| 4.    | Profiling capabilities should also cover the capabilities to define custom business validations / rules which helps in identifying data issues in a drag-n-drop manner | Not Compliant |
| 5.    | The DMABI Solution should provide an interface to monitor business rules and track the status of the same | Not Compliant |
| 6.    | The DMABI Solution should have the ability to correct mistakes in spellings, inconsistencies, casings, and abbreviations | Not Compliant |
| 7.    | The DMABI Solution should have pre-built libraries for standardization of INDIA specific data duly ensuring that there is no violation in terms of the geographical hierarchy in India upto PINCODE level. | Not Compliant |
| 8.    | The DMABI Solution should provide following transformation nodes pre-built:  
- Clustering  
- Pattern Analysis  
- Basic Statistics  
- Frequency Distribution  
- Identification Analysis  
- Gender Analysis | Compliant |
<p>| 9.    | The DMABI Solution should have the capability to identify duplicates and cluster records | Compliant |
| 10.   | Identification of meaningful address attributes based on profile reports carried out on full historical data and help in defining clustering criterion using the address attributes for house-holding requirements should be provided by the DMABI Solution | Compliant |
| 11.   | The DMABI Solution should have the capability to provide fuzzy logic to induce tolerance during matching | Compliant |</p>
<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Data Quality Specifications</th>
<th>Compliant Out of Box / With Customisation / Not Compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
<td>The DMABI Solution should have the ability to have options for automatic merging of clustered records.</td>
<td>Not Compliant</td>
</tr>
<tr>
<td>13.</td>
<td>The DMABI Solution should have the capability to enrich data.</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>The DMABI Solution should have the capabilities to create golden record from the duplicate records. We use the term 'Golden Record' to refer to the right record (based on certain data quality rules) in the event of duplicates.</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>The DMABI Solution should provide a unified capability and system for both Batch and Real-Time Dedupe</td>
<td></td>
</tr>
<tr>
<td>Sr.No.</td>
<td>Data Governance Specifications</td>
<td>Compliant Out of Box / With Customisation / Not Compliant</td>
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<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>1.</td>
<td>The DMABI Solution should provide a Metadata Management framework to cover entire Data &amp; Analytical Lifecycle</td>
<td>Compliant</td>
</tr>
<tr>
<td>2.</td>
<td>The DMABI Solution should provide Auditing capabilities with impact analysis / track data lineage to understand the cascading effect of changes in data element for the entire Data &amp; Analytical Lifecycle</td>
<td>Compliant</td>
</tr>
<tr>
<td>3.</td>
<td>The DMABI Solution should provide Multiuser collaboration support which includes object check-in and check-out and DEV/TEST/PROD promotion management.</td>
<td>Compliant</td>
</tr>
<tr>
<td>4.</td>
<td>The solution needs to have the Ability of centrally defining / assigning User rights / Roles on specific features for an Interface across Data &amp; Analytical toolset</td>
<td>Compliant</td>
</tr>
<tr>
<td>5.</td>
<td>The system should provide a single interface for facilitating management of Access to data, Metadata Management, Map, Scheduling, Publishing, and Monitoring.</td>
<td>Compliant</td>
</tr>
<tr>
<td>6.</td>
<td>The DMABI Solution should provide a wizard driven metadata import and export facility to ensure timely backup as well as movement of metadata as required</td>
<td>Compliant</td>
</tr>
<tr>
<td>7.</td>
<td>Provision of ability to automate the metadata backup and restore, archiving backup copy.</td>
<td>Compliant</td>
</tr>
<tr>
<td>8.</td>
<td>The DMABI Solution should enable creation and management of common business terms across the enterprise</td>
<td>Compliant</td>
</tr>
<tr>
<td>9.</td>
<td>The DMABI Solution should support end to end data lineage to track data element throughout Data &amp; Analytical life cycle</td>
<td>Compliant</td>
</tr>
<tr>
<td>10.</td>
<td>The DMABI Solution should provide an interface which enables Data Stewards / Data Engineers to review records and resolve issues encountered during incremental de-dupe processing</td>
<td>Compliant</td>
</tr>
<tr>
<td>11.</td>
<td>The DMABI Solution should provide a user interface to track data remediation issues or monitor health of data</td>
<td>Compliant</td>
</tr>
<tr>
<td>12.</td>
<td>The DMABI Solution should provide capabilities to assign the data issues to respective stakeholder and help tracking the same</td>
<td>Compliant</td>
</tr>
<tr>
<td>13.</td>
<td>The DMABI Solution should have capability to schedule and automate incremental data processes for a periodic incremental workload</td>
<td>Compliant</td>
</tr>
<tr>
<td>14.</td>
<td>The DMABI Solution should provide audit trails capabilities for the entire data engineering process</td>
<td>Compliant</td>
</tr>
<tr>
<td>15.</td>
<td>The DMABI Solution should provide capabilities to set alerts on completion of job or in-case of any failure</td>
<td>Compliant</td>
</tr>
<tr>
<td>16.</td>
<td>The DMABI Solution should provide detailed monitoring capabilities to govern the job execution</td>
<td>Compliant</td>
</tr>
<tr>
<td>17.</td>
<td>The proposed tool shall connect with organizations LDAP/IDAM systems for user list and authentication to enable role-based access</td>
<td>Compliant</td>
</tr>
<tr>
<td>Sr.No.</td>
<td>Data Warehouse Storage Specifications</td>
<td>Compliant Out of Box / With Customisation / Not Compliant</td>
</tr>
<tr>
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</tr>
<tr>
<td>1.</td>
<td>Database should support many data types and data models relational, JSON, graph, spatial, text, OLAP, XML</td>
<td>Compliant</td>
</tr>
<tr>
<td>2.</td>
<td>Database should have capability to support many workload types within the database i.e. Transactions, analytics, ML, IoT, streaming, blockchain workloads.</td>
<td>Compliant</td>
</tr>
<tr>
<td>3.</td>
<td>Ability to run Near instantaneous tactical, short-running queries</td>
<td>Compliant</td>
</tr>
<tr>
<td>4.</td>
<td>Support concurrent data loading without compromises for batch and trickle loading</td>
<td>Compliant</td>
</tr>
<tr>
<td>5.</td>
<td>Support Query re-write to transparently utilize summarized tables</td>
<td>Compliant</td>
</tr>
<tr>
<td>6.</td>
<td>Support Star-schema query optimization with bitmap (or similar) indexing.</td>
<td>Compliant</td>
</tr>
<tr>
<td>7.</td>
<td>Data ingestion must not impact data usage</td>
<td>Compliant</td>
</tr>
<tr>
<td>Sr.No.</td>
<td>Data Archival &amp; Backup Specifications</td>
<td>Compliant Out of Box / With Customization / Not Compliant</td>
</tr>
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<td>---------------------------------------------------------</td>
</tr>
<tr>
<td>1.</td>
<td>Data older than specific duration as identified by Bank to be archived in low cost cold storage. Changing data archival rules should be easily configurable. Vendor to propose solution for the same with cheap and flexible storage and processing</td>
<td>Non Compliant</td>
</tr>
<tr>
<td>2.</td>
<td>Data Archival solution should not be visible to end user, but Archived data should be available for all end users. For end user it should be a single view with Data Federation/Virtualization Layer</td>
<td>Non Compliant</td>
</tr>
<tr>
<td>3.</td>
<td>All the applications connected to the non-archived data should be available with archived as well</td>
<td>Non Compliant</td>
</tr>
<tr>
<td>4.</td>
<td>Automated process for archiving data as per Banks policy</td>
<td>Non Compliant</td>
</tr>
<tr>
<td>5.</td>
<td>Store backup of entire ecosystem on suitable cost-effective, fast recovery infrastructure (Currently tape backup is taken)</td>
<td>Non Compliant</td>
</tr>
<tr>
<td>6.</td>
<td>Mixing and Merging data from Current/Live to and from Archival must not result in any significant loss of performance and response time</td>
<td>Non Compliant</td>
</tr>
<tr>
<td>7.</td>
<td>Archival and Backup setup must support automated Data Reconciliation whenever movement from Current/Live happens</td>
<td>Non Compliant</td>
</tr>
<tr>
<td>8.</td>
<td>Full Weekly and Daily Incremental Backup for DWH/ETL/DQ/MDM Databases</td>
<td>Non Compliant</td>
</tr>
<tr>
<td>9.</td>
<td>Regular backup of configurations of ETL/DQ/MDM</td>
<td>Non Compliant</td>
</tr>
<tr>
<td>Sr.No.</td>
<td>Big Data Platform Specifications</td>
<td>Compliant Out of Box / With Customisation / Not Compliant</td>
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</tr>
<tr>
<td>1.</td>
<td>Search solution must be included in the platform – Ability search based on key words</td>
<td>Compliant</td>
</tr>
<tr>
<td>2.</td>
<td>Platform must provide NoSQL capabilities to support low latency data serving and transactional support</td>
<td>Not Compliant</td>
</tr>
<tr>
<td>3.</td>
<td>The platform must include SPARK</td>
<td>Compliant</td>
</tr>
<tr>
<td>4.</td>
<td>Vendor lock in avoidance – After implementation, the platform must continue to operate and support open-source model.</td>
<td>Customisation</td>
</tr>
<tr>
<td>5.</td>
<td>The platform must support in memory processing technologies</td>
<td>Compliant</td>
</tr>
</tbody>
</table>
| 6.     | Data Variety and Data Collection  
- Capable for micro batch and traditional batch load of end of day operations  
- Data lineage of entire data life cycle as it is ingested in the platform | Compliant |
| 7.     | Security & Governance  
- Platform must provide auditing capabilities capable for tracing down to the column level for SQL access – Unified interface for auditing must also be provided  
- The platform must provide solution to track and visualize data lineage  
- Ability to manage metadata (both technical and business related) and provide end user metadata catalogue  
- Ability to replicate data between physically remote data centers on a scheduled basis  
- Ability to ensure correct placement and retention of data based on value or policies  
- Ability to audit all access to tables, files and views, to ascertain whether there has been a breach  
- Ability to trace progression of datasets to their original source to verify reliability | Customisation |
# APPENDIX IV – Business Requirements – MIS and Analytical

## A. Dashboards & MIS

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Type</th>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Functional</td>
<td>Dashboards</td>
<td>An Enterprise Dashboard to be developed which may contain all financial details (extracted from CLMAS, Physical details from 28 user Departments and other different sources).</td>
</tr>
<tr>
<td>2</td>
<td>Functional</td>
<td>Dashboards</td>
<td>Dashboard to contain map of India wherein NABARD’s various interventions done (physical and financial) to be displayed at click of mouse of a particular State and District</td>
</tr>
<tr>
<td>3</td>
<td>Functional</td>
<td>Dashboards</td>
<td>To capture ranking of States/ROs based on Key Performance Indicators developed by Inspection Department, HO</td>
</tr>
<tr>
<td>4</td>
<td>Functional</td>
<td>Dashboards</td>
<td>To display RO staff strength, data w.r.t. all the districts as also State-wise compilation viz. Population under various categories, agriculture related, infrastructure related data from different sources and other available information.</td>
</tr>
<tr>
<td>5</td>
<td>Functional</td>
<td>Dashboards</td>
<td>Dashboard may contain one separate screen containing external/internal web links to various Dashboards already existing and maintained by NABARD.</td>
</tr>
<tr>
<td>6</td>
<td>Functional</td>
<td>Dashboards</td>
<td>Dashboard to be hosted on NABARD's Server for development, testing, going live and hosting on an on-going basis.</td>
</tr>
<tr>
<td>7</td>
<td>Functional</td>
<td>Dashboards</td>
<td>Data tables visible in the Enterprise Dashboard should be exportable to Excel, PDF for further reporting. Graph download facility may also be provided.</td>
</tr>
<tr>
<td>8</td>
<td>Functional</td>
<td>Dashboards</td>
<td>Change request/enhancement request / removal of bugs etc. to be clearly defined in the Business Requirement Document.</td>
</tr>
<tr>
<td>9</td>
<td>Functional</td>
<td>Dashboards</td>
<td>Responsibility of VAPT Testing vests with the Vendor.</td>
</tr>
<tr>
<td>11</td>
<td>Functional</td>
<td>Dashboards</td>
<td>Loan Outstanding / Interest earned by each of the ROs to be captured and displayed on the Dashboard</td>
</tr>
<tr>
<td>12</td>
<td>Functional</td>
<td>Dashboards</td>
<td>Non-quantifiable parameters for ROs’ ranking to be included.</td>
</tr>
<tr>
<td>13</td>
<td>Functional</td>
<td>Dashboards</td>
<td>All data pertaining to NABARD’s interventions (e.g. SHGs, JLGs, FPOs, OFPOs, OFDD, FSDD and DFIBT products etc.) in a district/State to be captured</td>
</tr>
</tbody>
</table>
### DMABI Solution

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Type</th>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Functional</td>
<td>Dashboards</td>
<td>Vendor to make necessary provisions for restricted viewship in the Enterprise Dashboard and role based access control over other Dashboards.</td>
</tr>
<tr>
<td>15</td>
<td>Functional</td>
<td>Dashboards</td>
<td>One professional / Subject Matter Expert (SME) to be deployed at DDMABI, HO, Mumbai for one year (from date of going live of Enterprise Dashboard) to attend to all kinds of change requests.</td>
</tr>
</tbody>
</table>
| 16      | Functional | Dashboards | The DMABI Solution should have the capability to provide dashboards to empower HO Departments, ROs and DDMs to:  
1. monitor client institutions such as RRBs, StCBs, DCCBs, NGOs etc. on day-to-day basis  
2. keep a track of sanctions of proposals received from client institutions as also their repayment schedules  
3. assess performance of client institutions on the basis of the parameters set by concerned departments of the Bank.  
4. monitor Project-wise progress related data w.r.t. State Governments |
<p>| 17      | Functional | Dashboards | Solution should support reports of all types such as graphical, heat-map, dashboard, tabular with drill-down facility to the most granular level. |
| 18      | Functional | MIS       | There are about 275 existing Reports presently generated by different departments using various internal applications and requirement of about 100 more reports which can be generated after implementation of DMABI Solution. |
| 19      | Functional | MIS       | Solution should be capable of customized reports/MIS generation as per the requirement of Bank. Support various formats of reports as required by the Bank |
| 20      | Functional | MIS       | Vendor is to identify gaps in the current reporting systems and provide need-based reports |
| 21      | Functional | MIS       | The DMABI Solution should be capable of generating income &amp; expenditure statement and balance sheet as per user defined formats/statutory/ regulatory format. |
| 22      | Functional | MIS       | The Vendor to implement generation and printing of all statutory and regulatory reports in the formats as required by the different statutory, regulatory and legal bodies |
| 23      | Functional | MIS       | The DMABI Solution should support generation of Long Form Audit Report in the format as desired by the bank |
| 24      | Functional | MIS       | The DMABI Solution should support collating various types of information from different sources for the purpose of various analysis. |
| 25      | Functional | MIS       | The DMABI Solution to provide the capability to generate adhoc reports / MIS reports as required by the user departments. Should have facility to drill down, |</p>
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Type</th>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>composition / decomposition of report contents and perform audit checks.</td>
</tr>
<tr>
<td>26</td>
<td>Functional</td>
<td>MIS</td>
<td>Product-wise Reports generation</td>
</tr>
<tr>
<td>27</td>
<td>Functional</td>
<td>MIS</td>
<td>State / District-wise Reports generation</td>
</tr>
<tr>
<td>28</td>
<td>Functional</td>
<td>MIS</td>
<td>RO-wise Reports generation</td>
</tr>
<tr>
<td>29</td>
<td>Functional</td>
<td>MIS</td>
<td>Solution should be flexible to configure adhoc reports in the manner and form required by the bank at no extra cost to the bank.</td>
</tr>
<tr>
<td>30</td>
<td>Functional</td>
<td>MIS</td>
<td>Solution should provide facility to access, view, download and print the reports as per user access rights.</td>
</tr>
<tr>
<td>31</td>
<td>Functional</td>
<td>MIS</td>
<td>Solution should allow for report to be downloadable in excel, word, pdf, png etc. file formats.</td>
</tr>
<tr>
<td>32</td>
<td>Functional</td>
<td>MIS</td>
<td>Solution should have flexibility to generate reports using multiple dimensions and a combinations of them such as product, department, district, state, client, etc.</td>
</tr>
<tr>
<td>33</td>
<td>Functional</td>
<td>MIS</td>
<td>Book Debts statements (Quarterly returns) from corporate clients – for all Subsidiaries</td>
</tr>
</tbody>
</table>
## B. Analytical Reporting - Business / Functional Requirements

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<th>Sr. No.</th>
<th>Requirement</th>
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<th>Description</th>
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</table>
| 1       | DOR         | Analytical | Business Department - Various Refinance Schemes | • Building analytical tools to analyse Products (1) Long Term Refinance (2) Short Term Refinance  
(3) Short term –Special Liquidity Facility (4) Long Term Special Refinance Scheme on parameters e.g.  
Sanctions and Disbursements trends over previous 5 years and forecast for next 5 years especially in regard to  
Client-wise/Agency-wise, Purpose-wise, Geographical spread, Interest-rate wise etc.  
• Vendor to build analytical models on Sources and uses of funds under various schemes e.g. ISAM,  
EDEG, DEDS, ACABC, NPOF, MNRE Solar Lighting Scheme, NRLM, Interest Subvention – Crop Loan/KCC, Sugar Schemes etc.  
• Ability to validate Non Overdue Cover (NODC) submitted by Financial Institutions  
• Ability to validate ground level credit data  
• Ability to identify financing gaps based on economic activity data and lending data  
• Ability to identify viable institutions that are starved for credit  
• Ability to identify differentiated products  

Business Department - Govt. of India schemes  

Scheme-wise off-take, slow moving schemes, cost of funds of raising resources (internally and externally),margin available, lacunae and tools to forecast bringing about improvement in spread – Region-wise and upto district level Identify points of Loss of income(interest) on account of procedural delays |
| 2       | BID         | Analytical | Business Department - Direct Finance           | • Products – NIDA, CFF, DRA, DIDF, FIDF & RIAS – Sector-wise – Rate of interest, Nature of  
securities, performance as compared to previous 5 years & historical comparison and reports thereof,  
Reporting for CIBIL, CRISIL & CRILIC (Borrower-wise KYC, Nature of Business, Loan servicing),  
Product-wise sanctions and disbursements, Targets & Achievements, Data to be extracted from CBS of Bank,  
Analysis of product life cycle, Region-wise performance upto District level/Block level  
• Identify points of Loss of income(interest) on account of procedural delays  
• Blending of various products e.g. RIDF/NIDA/RIAS for better off-take and profitability  
• Product-wise earnings & Spread to Bank, suggest tool to improve profitability  
• Project-wise exhaustive data  
• Rate of Interest - Components of RoI, Interest Rate Reset Data, Revisions in RoI throughout loan tenor.  
• Automated system for categorising borrowers into risk rating pools  
• Appraisal level scrutiny and monitoring |
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<th>Sr. No.</th>
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<tr>
<td>3</td>
<td>DSM</td>
<td>Analytical</td>
<td>Business Department - Public &amp; Pvt. sector, Credit and Non-credit support, State Govts./Corporations, Mega Food parks</td>
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<td>• Products for various clientele – WIF, FPF, AMIF - Sector-wise – Rate of interest, Nature of securities, performance as compared to previous 5 years &amp; historical comparison and reports thereof, Reporting for CIBIL &amp; CRILIC (Borrower-wise KYC, Nature of Business)</td>
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<td>• Product-wise sanctions and disbursements, Targets &amp; Achievements, Data to be extracted from CBS of Bank, Analysis of product life cycle, Region-wise performance upto District/Block level with Geo-tagging coordinates</td>
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<td>4</td>
<td>SPD</td>
<td>Analytical</td>
<td>Business Department</td>
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<td>• Products – RIDF, LTIF, PMAY-G,MIF, SBM-G, RIPF, RIDF monitoring, PCR/PCC Reports.</td>
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<td>• Sector-wise / regional analysis of sanctions / disbursements and future projections.</td>
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<td>• Mode of assessment of normative allocations and additional allocations.</td>
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<td>• Sector-wise/Tranche-wise – performance reports thereof, Product-wise sanctions and disbursements, Targets &amp; Achievements, Data to be extracted from CBS of Bank, Analysis of product life cycle, Region-wise performance upto District/Block level with Geo-tagging coordinates, Comparison of sanctions and disbursements to various States/Regions taking into account Rural Development Index, Area developed, benefits accrued under employment generation (recurring/non-recurring), irrigation potential created, road/bridge length built etc.</td>
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<td>• RIDF project monitoring app and C-DAC portal are currently being used. Data to be captured through appropriate tool for analytics.</td>
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<td>• District-wise Disbursements and sanctions to be captured.</td>
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<td>• AI/ML to be used for keeping track of monitoring of various products, status of implementation (regular/slow moving/non-starter) .</td>
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<td>• Categorisation of products into Category I, II and III.</td>
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<td>• Analysis of Utilisation/under-utilisation of Borrowing power of State/s vis-à-vis achievements. Drawable to be captured for analytics.</td>
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<td>• Monitoring plan, progress in monitoring, major observations to be captured for analytics</td>
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<td>• Pareto Analysis of the funding categories</td>
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<td>• Correlate funding across categories with economic activity</td>
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<td>5</td>
<td>FSDD</td>
<td>Analytical</td>
<td>Development Department</td>
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<td>• Products being dealt by Deptt – WDF, TDF, FSPF, PODF, PODF-ID, PRODUCE, CCF etc.</td>
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<td>• Sanctions and disbursements vis-à-vis Targets under various Funds – Trend analysis since inception of each product</td>
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## DMABI Solution

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<tr>
<th>Sr. No.</th>
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<th>Description</th>
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</table>
| 6       | DFIBT       | Analytical | Development Department | - Products under FIF – Financial Inclusion and Banking Technology  
- Predictive analysis to suggest increasing financial inclusion in uncovered areas, developing cashless ecosystem through creation of digital payment infrastructure in line with GoI’s directives, identify deficient areas  
- Develop Analytical tool to increase/suggest penetration of FI in various regions, special focus on LWE and Aspirational districts, assessment for predicting agency-wise requirement  
- Population covered/un-covered under Financial Literacy, suggest measures to reach and unreached from SDG viewpoint  
- Develop tools to generating alerts for delay in process for project sanctions  
- Linkage with Jan Darshak App for analytics  
- Leveraging technology in association with NPCI, IIBF, FLCs (from their website) can be directly linked with NABARD’s data warehouse for automatic data flow.  
- Develop tool to analyse performance of social sector schemes w.r.t. population of district/banks (APY, PMJJBY, PMSBY etc.) and suggest bringing about improvement in terms of increased penetration, geography, coverage, cover uncovered regions etc.  
- Evaluate performance of various Funds in terms of agency/bank, utilisation, geography, spread, population, gender etc. and suggest measures for improvement.  
- Given the nature of development programmes having attributes such as sector, budget, trainees, develop a suitable matrix to analyse performance of
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<td>7</td>
<td>MCID</td>
<td>Analytical</td>
<td>Development</td>
<td>Products include SHG-BLP, JLG, E-SHAKTI, LEDP, MEDP and WSHG</td>
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<td>8</td>
<td>OFDD</td>
<td>Analytical</td>
<td>Development</td>
<td>Products include Rural Haats, Rural Marts, Exhibitions, Melas, Skill Development Programmes, OFPO, Promotion of GI products, ABICs, Stand Up</td>
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<td>Department</td>
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</table>
|         |             | CPD        | Development Department | **India Scheme, Catalytic Capital, OFS Projects in DPR Mode, CLCSS etc.**  
- Develop tool to analyse performance of products w.r.t. population of district/ banks and suggest bringing about improvement in terms of increased penetration, geography, coverage, cover uncovered regions, etc.  
- Given the nature of development programmes having attributes such as sector, budget, trainees, develop a suitable matrix to analyse performance of best/worst implementing agencies (State/District) as also to identify exposure to single/multiple agencies  
- Analysis of NABSKILL portal data – linking data to population/MSME/NABARD district profile/GLC data  
- Identification of duplication of candidates who have undergone training on the basis of identity attributes/ data available  
- Analysis of the skill portal data using demography, (population) skills set required, skill trainings provided, potential for placements/ self-employment, and geography.  
- Developing a Skill Index for each district  
- Analyse performance of Incubation centres  
- Analyse performance of OFPOs  
- Skill requirement of a district depending upon Agri/Economy/Industry/Service need  
- Stand up India (API linkage to SIDBI)  
- Assessment of National awards for best performing OFPOs, skill training partners, etc.  
- Impact assessment of various Melas/Exhibition over previous year in terms of footfall, sales generated, variety of products exhibited/sold, peak/off season  
- Impact Assessment of Rural Mart and Haat  
- Impact assessment of all products/projects of OFDD  
- Analysis of data from NABSKILL for policy refinements.  
- Develop tool to measure the outcomes/deliverables of the all the products of department  
- Program Monitoring of NABARD assisted projects and impact analysis  
- Integrate databases at Regional Offices with Head Office  
- GLC data on agriculture - Assessment & Corrective actions  
- Analysis of GLC data – sector-wise, agency-wise & location wise, trends in credit flow, construction of matrix to show group-wise status leading to examination of factors, suggested actions & replication of successful models  
- Tool to track similar parliamentary questions and answers replied in the past |
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</table>
|        |             |             | Regional Office/DDM Office Performance & Profitability | • Performance tracking of externally aided projects, foreign funds received/utilised, ways to improve penetration  
• PLP – Capturing regional disparities in credit flow, assessment of potential, available resources from a district perspective and draw comparison between two or more districts  
• Analysing performance of Regional Offices by HO under benchmarks identified under KPIs for Business Plan Meets and similarly of DDM offices by RO In-charges  
• The Vendor to implement Text analytics, automated classification using AI/ machine learning algorithms and configurable inputs that detect, assess and classify complaints  
• Analyse existing MIS system for DDMs and suggest measures for business opportunity  
• The Vendor must build models to evaluate Regional Office/DDM Office performance in terms of profit, growth and risk, growth in comparison with other Regional Offices/DDM Offices and derive an objective Regional Office/DDM Office scoring mechanism on business, profitability and developmental functions components. |
| 10     | IDD         | Analytical  | Development Department | • Financial & Other data of Cooperative Banks & RRBs  
• Supervisory - Monitoring capital adequacy vis-à-vis augmentation & diversification of assets  
• Monitoring deterioration of asset quality  
• Matrix to gauge Governance & Management standards  
• Monitoring of Priority Sector Lending-Targets and Achievements of RRBs  
• Monitoring Submission of OSS returns o Data collection on PACS through ENSURE  
• Financial health & business development  
• Capital mobilisation to sustain business expansion trends  
• Analysis of business expansion & diversification – inputs – suggested ways for efficient mobilisation of resources & deployment of surplus funds  
• Disaggregate analysis of earnings & expenditure – corrective measures  
• Identification of sector & location specific factors affecting asset quality – corrective measures  
• Good practices in business diversification, product innovation, adoption of technology.  
• Improvement in customer service  
• Monitoring of Health of SCARDBs  
• Policy issues of RRBs and Cooperatives  
• HR issues of RRBs  
• Amalgamation & restructuring of RRBs  
• Appointment of Chairmen of RRBs  
• Nomination of NABARD’s Nominee Directors for RRBs |
**DMABI Solution**

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</table>
|         |             |          | Risk Advisory - Operational Risk Analytics | - Half yearly review of performance of NABARD Nominee Directors  
- Liaising and correspondence with GOI/IBPS/Sponsor Banks/NABARD ROs/RRBs/RCBs on various matters  
- Training programme for NDs  
- Incentive Scheme for Chairmen of RRBs  
- Analysis of Nominee Director’s BTORs collected in Data Collector(Ensure) to give insights on the Board meetings, digitisation of Board meeting material and evaluation on parameters for improving efficiency  
- Analysing RRB/Cooperative Bank specific needs through their history, comprehensive review on development of each agency w.r.t. to Key Statistics  
- Analysis and cross verification of RRB/Cooperative Bank-wise data with PLP/SFP and mis-match if any  
- Cooperative Development Fund (CDF) – Monitoring of budget vis-à-vis expenditure, half-yearly/Annual Review of performance budget  
- Documentation of success stories of PACS  
- Corporate Governance Index for cooperatives |
| 11      | RMD         | Analytical|          | - The Vendor should leverage analytics to build models to identify and proactively manage the risk of loss resulting from inadequate or failed internal processes, people and systems developing solutions such as fraud analytics, business process analytics, workplace safety analytics, regulatory analytics, etc. e.g.  
- Balance sheet projection analysis including Asset/liability size, Cost, Yield scenarios  
- Profit Centre exercise using Matched Maturity transformation/Other best practices  
- Rule based models for Income/NII projection using scenario analysis including but not limited to parameters like Disbursement amounts and seasonality, Client categories, product, Lending/Borrowing rates, using margin figures etc.  
- Disbursement, Mobilisation, repayment, prepayment, Cost, yield trend analysis reports including analysis based on features as indicated like seasonality, State, Client, Product and others.  
- Liquidity modelling and future prediction of repayment/prepayment based on parameters including but not limited to seasonality, State, Client, Product and other features  
- Duration analysis, modelling  
- Prediction of Defaults in the Credit and Investment Portfolio on the basis of models  
- Analysis of Early Warning Signals and assigning priority to triggers |
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</table>
| 12     | Accounts Deptt. | Analytical   | Functional Department - Accounting Asset selection | • Stress Analysis in the Credit and Investment portfolio on the basis of parameters like Region, Industry, Seasonal variation, other factors etc.  
• Rating migration analysis and prediction  
• Exposure reports scenario analysis and linkage to Balance sheet  
• VaR trend analysis, security contribution etc. for industry/sector specific recommendations  
• Investment Portfolio review and trend analysis.  
• Key Risk Indicators analysis including but not restricted to following parameters viz., Sources and trends of Potential Losses, Risk Drivers (based on data output generated through standalone system)  
• Incident & Loss Data Management including but not limited to Event ID wise incident tracking/analysis/MIS, Action Tracking etc. (based on data output generated through standalone system)  
• Use existing ERMS, ALM system, RSCA software for analytics as per current and future requirements  
• Detailed analytics of annual Balance sheet, historical trend under various financial parameters, anticipate futuristic analytics and suggest bringing about improvements in grey areas  
• Vendor should build analytical models for selecting the best combination of assets based on the following factors such as interest rate in a type of asset (product), credit cost, capital cost (on the risk weighted portfolio), liquidity position, etc. These assets can be across various Departments of the Bank (e.g. Finance Department operations, Funds and Accounts Department operations, Loan/Grant Products (GoI, State Govt. Departments, RRBs, Cooperative Banks, SFIs/NBFCs, Panchayati Raj Institutions, NGOs, Corporate Loans, etc.) |
| 13     | Finance Dept. | Analytical    | Business Department - Budget Forecasting & Target setting | • The Vendor should build analytical model to arrive at business target by considering Budget forecasting using cost projections, business forecast, market potential, etc. along with Assessment of geography, customer segment, product and channel-wise market potential, historical data, market share. The business targets must be arrived for all regions, products, services and any combination thereof.  
• The Vendor must leverage advanced analytics and develop simulations in order to accurately assess bank’s or investment portfolio’s performance (risk) in different economic scenarios. This can also be leveraged for market risk analysis, etc. With the aid of such stress testing models and balance sheet analysis, the Bank should be able to undertake more informed action plan to mitigate risks and capture opportunities.  
• The Vendor should develop analytical model to monitor concentration risk in terms of all |
### DMABI Solution

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<tr>
<td>14</td>
<td>DSSI</td>
<td>Analytical</td>
<td>Business Department</td>
<td><strong>Subsidiaries (7)</strong></td>
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<td>• Historical perspective on set up of various subsidiaries</td>
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<td>• Details of investments made in various subsidiaries</td>
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<td>• BoD of subsidiaries – Details</td>
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<td>• How many NABARD officials on Board</td>
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<td>• Key management people</td>
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<td>• Performance of subsidiaries and management. Details of annual report and financials since incorporation. Details of board meetings (agenda and minutes) since digitisation</td>
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<td>15</td>
<td>DPSP</td>
<td>Analytical</td>
<td>Service Department</td>
<td><strong>Strategic Investments</strong></td>
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<td>• Details of investments made in the companies</td>
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<td>• How the investments in Companies are performing</td>
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<td>• NABARD’s Nominee on Board</td>
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<td>• Analytics on Nominee Director’s reports</td>
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<td>• Return on investments made</td>
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<td><strong>Alternate Investment Funds</strong></td>
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<td>• Details of investments made in various AIFs</td>
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<td>• Details of portfolio companies invested</td>
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<td>• Details of portfolio companies fitting in NABARD’s 2x compliance</td>
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<td>• How the investments in AIFs are performing</td>
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<td>• Return on investments made</td>
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| 16      | SPPID       | Analytical| Strategic Planning| • Suggest insights into weak areas and best practices for bringing about improvement in existing practices under above heads  
• Vendor to develop appropriate tool to provide analytics to Visitors’ Management System (VMS) & Gate pass database, Annual Maintenance Contracts (AMC), Inventory Management, Projects and structural audit at DPSP, Green Initiatives, Flat Allotment, tool for alert generation for fire and safety audit, statutory payments etc.  
• Provide/suggest insights for incremental innovation to Bank’s existing products, launch innovative financial and non-financial products and processes in tune with fast changing financial sector, changing clientele needs and emerging rural landscape.  
• Vendor to suggest insights for Preparation of 5 year Perspective plan for the Bank analyzing the past trends and mapping future projections based on inputs from business and other departments, designing new products for NABARD, subsidiaries and banks, etc.  
• Analyse critical market constraints, deploying tools of data analytics etc., for improving existing products and instruments to provide tailored support to clients  
• Optimization model to deploy ` 1.5 Lakh Crores of Funding  
• Algorithm based approach for pricing of NABARD products |
| 17      | CVC         | Analytical| Compliances       | • Compliances with directives of CVC, GoI – vendor may suggest evolving best practices elsewhere  
• Provide suggestions for systematic improvements in areas viz. complaint/grievances & redressal mechanism, vigilance cases, preventive vigilance |
| 18      | CCD         | Analytical| Communication processes | Evolve measures for efficient dissemination of information about NABARD’s initiatives and furtherance of its agenda of rural development by taking up internal and external communication initiatives including brand building, engagement with media, documentation and filming, managing NABARD’s online presence, bringing out publications and in-house magazine and managing corporate events. |
| 19      | Inspection Deptt. | Analytical| Inspection system - Internal | • Vendor to evaluate the system of feedback to the management on performance of the ROs / TEs / HODs / Subsidiaries and suggest measures for improving upon aspects covering their operations, planning, development and regulatory work, human resource management, housekeeping, etc.  
• To evaluate efficacy of existing systems and procedures laid down, and adherence thereto by the constituent units and to provide feedback and early |
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<td>warning signals for bringing about policy changes for implementation of more effective systems and procedures</td>
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<td>- To comment on management audit aspects like the role of the RO in furtherance of corporate and organizational goals, image building in the region, decision making process within the RO, tapping new business</td>
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<td>- To carry out critical analysis of staff deployment in HO/RO &amp; evaluate prescribed internal checks and controls and suggest improvements</td>
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<td>20</td>
<td>Law Deptt.</td>
<td>Analytical</td>
<td>Litigation management</td>
<td>- Litigation management - The Vendor to build &amp; implement analytics solution on litigation management and associated framework.</td>
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<tr>
<td>21</td>
<td>Rajbhasha</td>
<td>Analytical</td>
<td>Improving usage of Rajbhasha</td>
<td>- Analysis for identifying good and bad performing RO/HO Departments/TEs/Officers</td>
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<td>- Data flow from each RO/HoD/TEs to Bank level on defined parameters viz. total letters, total staff, PC/Laptop with Hindi typing/voice typing facility etc. – to help improve further analytics</td>
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<td>- Build data base for analytics on observations and compliances to OLIC/Parliamentary Committee/GoI directives etc.</td>
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<td>22</td>
<td>HRMD</td>
<td>Analytical</td>
<td>Human Resource Management &amp; relates services</td>
<td>Annual Transfers</td>
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<td>1. Details/No. of staff in Zone of Consideration wise</td>
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<td>2. Details/No. of staff posted location category wise viz. hilly, metropolitan, LWE, etc.</td>
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<td>3. Previous centres/ Zones served by the staff with frequency and tenure details</td>
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<td>4. Transfer options submission history of staff year wise.</td>
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<td>5. Staff wise details of previous centres served along with order of choice of the served centre as indicated in options form of the respective transfer year and tenure.</td>
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<td>6. Centre wise staff scenarios after allocation of centres factoring retirements as on specific date</td>
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<td>7. List of staff transferred on request with posting details viz. centre, date of posting, tenure, etc.</td>
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<td>8. Relieving and reporting details of staff during the period. All above details to be accompanied with type of service, current centre tenure, grade tenure and remaining service.</td>
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<td>Promotion exercise</td>
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<td>1. Assessment of vacancies in different grades taking into account promotions, retirements, resignations etc.</td>
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<td>2. Details of zone of consideration viz. no. of staff, age group, category, repeaters/freshers, DRs/Promotee, etc.</td>
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<td>Sr. No.</td>
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<td>3. Vacancy filling vis–a-vis vacancy creation scenarios for all grades and impacts on staff position viz. no. of staff, age profile for the period.</td>
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<td>4. Promotion history of staff along with grade length of service.</td>
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<td><strong>HRMS</strong></td>
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<td>1. Listing of Incomplete mandatory fields in Job Data of staff</td>
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<td>2. Prediction of errors in Job Data of employees</td>
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<td>3. Analyse the discrepancies between standard vs actual benefits in empower</td>
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<td>4. Cross checking of Service File records with employee data in HRMS, if service file records are digitized.</td>
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<td><strong>General</strong></td>
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<td>1. Future staff scenarios factoring promotions with minimum qualifying service and retirement age.</td>
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<td>2. Centre wise, Technical qualification wise, grade wise, age wise staff position.</td>
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<td>3. Year wise staff availability scenarios qualification/discipline wise</td>
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<td>4. Year wise Retirement Data</td>
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<td>5. List of Officers in Charge of Head Office Departments, Regional Offices, Training Establishments etc.</td>
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<td>6. Length of Service in Different Grades by an employee</td>
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<td>7. Report on the details of Dependents</td>
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<td>8. Attendance Analysis</td>
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<td>9. Residual Service in years report</td>
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<td>10. Historical List of OICs in a center.</td>
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<td><strong>Medical Bills – Receipt / Processing and Payment of Medical Bills</strong></td>
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<td>1. Time, Quality and Ease of Submission of Medical Bills – as a whole and UIN wise</td>
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<td>2. TAT for Bills settlement – OPD and Hospital Bills</td>
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<td>3. UIN wise analysis of Health conditions – Major illness claims for self and dependents</td>
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<td>4. Timeliness of Receipt, processing and payment of Medicine Vendors / AHC Centres / Chemists</td>
</tr>
</tbody>
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## DMABI Solution

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<tr>
<th>Sr. No.</th>
<th>Requirement</th>
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<tr>
<td>5.</td>
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<td>Analytical Report on Vendors (Timeliness of Supply) / Quantity and Quality of Supply</td>
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<td>7.</td>
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<td>Hospital – Analytical Report on preferences / Rates / Service provided by various hospitals</td>
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<td>8.</td>
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<td></td>
<td>Medical Insurance Policy – Usage – Number of people using Area wise, Nature of Claims (Cash less / reimbursement) and claim ratio / TPA Performance / Premium Cost over time</td>
</tr>
</tbody>
</table>

### LTC DDM Bills and Perks

1. Normal and Declaration claims – Trends of Utilisation / Time Period / Duration / Destinations
2. Individual Tours / Package Tours / Vendor Used
3. Submission of Bills – Timeliness / Quality / Ease of Submission / Per Employee Expenses
4. Turnaround Time for Bill settlement
5. Staff due – Availed / Not availed status 6. DDM Bills – Trends in claim – UIN wise / State wise / Own Car / Taxi Use / No of days on Tour taken by DDM (UIN wise)

### Tour & Transfers

1. UIN wise – Tour and Transfer Claims 2. State wise – Tour and Travel Claims and Expenditure 3. TAT for settlement of Bills

### Housing Loans

1. Sanctions
2. Disbursement
3. Prepayments
4. Documents Stored / Returned
5. TAT for processing applications

### Training

1. Training Needs Analysis
2. Analysis of training details of staff – No. and Type of training
3. Four Training Establishments

### Secretary’s Deptt.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Requirement</th>
<th>Type</th>
<th>Service Department</th>
<th>Description</th>
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<tbody>
<tr>
<td>23</td>
<td></td>
<td>Analytical</td>
<td></td>
<td>Services include –</td>
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<td>1. Conduct of Meetings</td>
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<td>• Board and Committees of the Board, Internal Meetings – Internal Sanctioning Meeting &amp; Management Committee meeting</td>
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|        |             |         |                                 | - Meeting held during the specified period  
- Number, Name, Date, Time & Venue of the meeting  
- Memorandum presented in meeting – Topic, department, status of memorandum (approved/taken on record/deferred/withdrawn)  
- Notice sent (complied with notice period)  
- Attendance of Directors  
- Minutes of meeting circulated  
- Action Taken Report (completed / pending) – All meetings  
- Directors on the Board (during the given time period)  
- Vacancies on the Board (during the given time period)  

2. Forwarding to GoI & RBI - Letter of Transmittal along with Annual Accounts and Annual Report.  

3. Gazette Publication of Annual Accounts (Bilingual)  

| 24    | DEAR        | Analytical | Service Department              | - Tabulation and cross tabulation, frequency distributions  
- Graphs, charts, infographics  
- Correlation and Regression, ANNOVA, ANCOVA, ARIMA, Limited dependent variable models like logit, probit, tobit, ARCH, GARCH, VAR, Simultaneous Equation models  
- Statistical tools like Stata and R are being used to carry out empirical analysis using econometric techniques like descriptive analysis, hypothesis testing, regression analysis and forecasting  

| 25    | DOS         | Analytical | Functional/Supervisory          | Analytics required for deriving the following:  
- **Net worth**  
  a. > Due to increase in share capital  
  b. > Profit/full reserve  
  c. < Share Capital/retirement  
  d. < Losses/NPA, complete recovery  
- **CRAR**  
  a. Capital & Reserve Fund.  
  b. Risk weighted assets  
- **Risk Weighted Assets**  
  a. Loan Portfolio  
  b. Investment Policies  
  c. Other Assets  
- **Loan Portfolio**  
  a. Sector wise-High/Low yielding  
  b. NPA  
  c. Recovery  
- **Investment**  
  a. Portfolio - High/Low yielding  
  b. NPA
DMABI Solution

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<th>Description</th>
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</table>
|         |             |              |                   | - **Management**
<p>|         |             |              |                   |   BOD, HR &amp; Operational Risk |
|         |             |              |                   |   Net interest income |
|         |             |              |                   |   Return on Asset. |
|         |             |              |                   |   Compliance with Sec 22 (3) (b) of B.R.Act 1949(AACS) &amp; Sec 42 (6) (a) (II) of RBI Act 1934 - License |
| 26      | DIT         | Analytical   | IT services       | - <strong>Cyber Security Risks</strong>: The vendor must develop models using Machine Learning, Deep Learning and other AI techniques for building an “early warning system” that helps to detect and mitigate cyber threats such as Phishing campaigns, unwanted intrusions, potential DDOS attacks etc. |
|         |             |              |                   |   <strong>Information Security Risks</strong>: The vendor must build an analytics solution that helps to mitigate threats and vulnerabilities associated with the business operations and use of information systems. The solution should extract and use all the relevant logs and reports presented by SIEM, SOC/NOC, etc. for providing secure IT ecosystem. |
|         |             |              |                   |   <strong>Data Growth Analytics</strong>: Build a Predictive model for assessing the future requirements of the Storage and Backup requirements in the next 5 years by predicting the data growth from various activities of NABARD operations by leveraging storage capacity and utilization records of Nutanix. |
|         |             |              |                   |   <strong>NETWORK behavior</strong>: Build data model on the usage of SDWAN across sites for optimizing utility and improving network performance. |
|         |             |              |                   |   <strong>IT Operations improvement</strong>: Create behavioral model using ITSM logs /Tickets to improve user experience so that better services can be designed including compute capabilities. |
|         |             |              |                   |   Leverage data captured in Enterprise Content Management Tool to provide search capability to the users. |
|         |             |              |                   |   Analysis of downtime of different IT assets |
|         |             |              |                   |   Analysis of trouble tickets and their resolution |
| 26      | Subsidiaries| Analytical   | NABFINS           | Vendor to develop tool for |
|         |             |              |                   |   Capturing data of disbursements done by NABARD/ Subsidiaries to various NBFCs/mFIs so as to ensure compliance to exposure norms pertaining to related parties, to predict future disbursements. Provide analytics on Default related data of mFIs/agencies. |
|         |             |              |                   |   Data pertaining to projects sanctioned related to SHG/JLGs in specified geographies so as to take business call for expanding of NABFINS business. Data captured on concentration of SHGs/JLGs in |</p>
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<tr>
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</table>
|         |             |      | Business Development | special areas where NABFINS can focus on increasing business activities. Database of credit linked SHGs/JLGs with/without NABARD support.  
  - Database of various NGOs/CSR Foundations/FPOs working under special projects sanctioned by NABARD/other agencies so as to take business call in specified areas  
  - Centralised data of black-listed NGOs.  
  - Data relating to insurance penetration, especially in rural areas so as to increase penetration under Insurance.  
  
  a) Client credit behaviour analysis – Based on Demographic features like age, location, occupation, past credit history from credit bureaus, past history of banking transactions, bill payments for utilities (electricity, mobile, telephone bills, DTH, cooking gas, etc.), purchase history from ecommerce sites (for urban customers) & Transactions recorded in digital mode including PoS terminals for traders  
  
  b) Client repayment history analysis with the Company – Based on repayments made to the Company  
  
  c) Report on clients of company based on (a)  |
|         |             |      | NABKISAN | Develop a tool which can predict and do inferential analysis which provides lead indicators for credit concentration, overheating or impending stress, after correlating the data with economic indicators.  
  - Important financial parameters of NBFCs and NBFC-MFIs (clients), which draw refinance from NABARD need to be compiled and also their business and borrowing plans need to be captured. Analytical report on all the major business parameters need to be shared.  
  
  b. CRILC reports of all the clients of NABARD and financial subsidiaries viz., NABKISAN, NABSAMRUDDHI, NABFINs need to be generated at monthly intervals and alerts should be issued on occurrence of every default reporting.  
  
  c. Credit Information Companies (CIC) reports on the client institution & its Directors need to be generated on a quarterly basis and alerts/ red flags should be disseminated.  
  
  d. Client specific information/news items on public domain need to be populated and the same to be disseminated on a day-to-day basis. |
### DMABI Solution

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<td>e. RO-wise FPO information database need to be curated and FPO-wise important business parameters need to be captured and shared.</td>
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<td></td>
<td>f. Snapshot of Agri. start-ups supported by NABVENTURES and details of entities supported through Alternate Investment Fund (AIF), as and when they on-board and also subsequent progress reports submitted by them can be shared, to enable us to assess their operations and debt funding requirements</td>
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<td></td>
<td>• Creation of Master Data for Borrowers - enable holistic risk management</td>
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<td></td>
<td>• Track exposure to NGOs in terms of limits and defaults</td>
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<td></td>
<td>NABCONS 1. Exploring business for consultancy in various domains:</td>
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<td></td>
<td>• Building analytical tools to analyse the potential areas of business and to target specific clients in areas of our competency</td>
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<td>• Building tools to analyse allocations to Central and State Government Schemes under Union and State Budgets and the subsequent release of funds to agencies</td>
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<td>2. Understanding our competitors:</td>
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<td>• To analyse the strategies being deployed by our competitors and anticipate their quotations in Bids</td>
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<td>3. Streamlining Bidding Process</td>
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<td></td>
<td>• Real-time collection of tenders floated by various Departments of Central Government and State Governments</td>
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<td>4. Data Organization</td>
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<td>• Aggregating the Data of PLPs, SFP and other publications of NABARD and other FIs</td>
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<td>5. Collection of data from Government Departments</td>
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<td></td>
<td>• Year-wise and district-wise data on area and production for various crops.</td>
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<td>• Access to the minimum wages of the states since 2016 and onwards. This will enable the vertical in undertaking Placement checks during verification, as per the Scheme Guidelines.</td>
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<td>6. Access to other Data Sources (Sector Skill Councils)</td>
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<td>• Access to updated list of sectors, trades, trade category, NSQF (National Skills Quality Framework) aligned curriculum for undertaking inspections and due diligence of the training centers.</td>
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<td>7. Real-time updates on project sanctions</td>
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<td>• NABCONS to be notified on real-time basis on any sanctioned projects having Third-Party Monitoring component</td>
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<td>8. Subscription to IT Industry Reports</td>
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<td>• Access to industry reports focusing on emerging IT software and hardware, AI, ML, IT in agriculture, banking and rural development.</td>
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<td></td>
<td>NABSAMRU</td>
<td>Building</td>
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<td>Building Business Analytical Tools to analyse following products:</td>
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<td></td>
<td>DDHI</td>
<td>Business</td>
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<td>(1) Term Loans to NBFC/NBFC-MFI/HFCs.</td>
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<td></td>
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<td>Analytical</td>
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<td>(2) Pooled Loan Issuance</td>
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<td>(3) Investment in Pass Through Certificates</td>
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<td>(4) Financing of Off Farm Producers Organization.</td>
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<td>(5) Financing of Corporates (Non-Financial)</td>
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<td>Analytics shall, inter alia, include origination, sanction, disbursement, monitoring trends over past 5 years and projections for the next 5 years on the parameters like sector, client, interest rate, credit rating, risk rating, geography, capital structure, etc.</td>
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<tr>
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<td>NABSANRA</td>
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<td>Performance</td>
<td>Performance of Credit Guarantee Schemes over a period of time.</td>
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<td>KSHAN</td>
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<td>Analysis</td>
<td>Analysis of pay-out w.r.t region/type of beneficiary.</td>
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<td>Linkage</td>
<td>Linkage of Credit Guarantee with the other operations (refinance, development etc.) of NABARD.</td>
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<td>Predictive</td>
<td>Predictive analytics of loan default and information for the Actuarial services.</td>
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<td>Business</td>
<td>Business operations level through GST and tax payment.</td>
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<td>operations</td>
<td>Geographical (administrative) distribution and analysis of operations.</td>
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<td>Training</td>
<td>Analytical</td>
<td>NBSC</td>
<td>1. Training need assessment:</td>
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<tr>
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<td>Establish-</td>
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<td>Building analytical tools to intelligently provide a training need assessment of all NABARD officers by analyzing</td>
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<td>ments</td>
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<td>• staff profile data from Empower like UIN, Name, Centre, Department, email id, mobile number, reporting officer and collating it with</td>
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<td>• previous training programmes attended;</td>
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<td>• performance of the department and</td>
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<td>• Shelf of programmes approved by AASC.</td>
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<td>2. Programme performance</td>
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<td>• Building analytical tools to analyze Programme Completion Report (PCR) and provide insights into success of one programme over other.</td>
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<td>3. E-learning performance</td>
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<td>- Building an analytical tool which may assess the marks secured by learners in NABARD’S LMS Portal and can state the level of assessments based on the marks achieved</td>
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<td>4. User data for e-learning and in-house training</td>
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<td>- A facility may be developed to download user data from Empower like UIN, Name, Centre, Department, email id, mobile number, reporting officer</td>
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<td></td>
<td>5. Skill set repository</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>- To analyse staff data on qualification, experience of working on different functional department, additional qualification acquired, training undergone to generate a skill set repository for all officers and employees.</td>
</tr>
</tbody>
</table>

**BIRD Lucknow**

**Academics:**

Digital tools that will aid in analysing the degree of acceptability & relevance of our programmes; clients’ attraction for specific programmes; revising programmes/sessions based on feedback from PCR/website and also clients’ magnetism to attend a group of programmes which will aid in designing targeted programmes for those specific clients.

**BIRD Kolkata**

**Academics:**

Building data based analytical tools to draw inferences and undertake analysis of the following:

1. **Requirements with regard to programmes:**

   1. Number of programmes along with their description viz: Sponsored, Priced, Customized
   2. Number of programmes vis-a-vis the mode of organising the programmes viz: Physical – In house & On location and Online programme – individual linkage & clustered linkages mode.
   3. Number of participants along with their categorisation viz: State wise, Agency wise, repeating participants, missing participants (after nominations), average participation per programme
   4. Number of trainee days with description like lean phase indicating the time slots as unpopular amongst the trainees / institutions
   5. Recording the Gain Ratio
   6. Number of sessions with details like number of sessions handled by in house & guest faculty
   7. Programme rating including rating of the sessions
## DMABI Solution

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Requirement</th>
<th>Type</th>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>Applicable to various Departments of NABARD/Subsidies</td>
<td>Analytical</td>
<td>General</td>
<td>The Vendor should develop model to assign numerical value to credit risk associated with each and every product using Analytical models based on Client's demographic data, loan data, transactions, interactions, loan performance data etc.</td>
</tr>
<tr>
<td>28</td>
<td>Applicable to various Departments of NABARD/Subsidies</td>
<td>Analytical</td>
<td>General</td>
<td>The Vendor should build an analytical model in event of excess leads generated for a particular product, statistical score card helps ranking the client/institution on the business probability, thereby channelizing resources effectively. This could entail correlation of historical data with existing leads and machine learning to calculate probability of conversion for all products and services offered.</td>
</tr>
<tr>
<td>29</td>
<td>Applicable to various Departments</td>
<td>Analytical</td>
<td>General</td>
<td>Vendor to build &amp; implement analytics solution to manage dormant Clients by assessment of root-cause and the best corrective action to be taken.</td>
</tr>
</tbody>
</table>

(2) **Requirements with regard to Training Needs Assessment:**

1. Finding training gaps through TNA exercise (through a link generated from our tool for filling in data in say Google / Microsoft Forms regarding training need.
2. Dovetailing of training needs indicated / flagged through Client Consultative Committee and other similar exercise with training Calendar
3. Evolving a tentative / suggestive training Calendar based on the data inputs by the tool.
4. Inputs / insights for new programmes

(3) **Requirement - Others**

1. New Programmes Developed
2. New reading material developed
3. Fresh E lessons modules
4. New Consultancy assignments
5. New studies and impact studies
6. New publications / papers
7. Action Research if any

(4) **Requirements – Revenue generation**

1. Revenue from NABARD Sponsored progs, department wise details
2. Revenue from outside clients: client / agency wise
3. Revenue from other sources viz: Study / Impact evaluations, Faculty support and consultancy assignments
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Requirement</th>
<th>Type</th>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Applicable to various Departments of NABARD/Subsidaries</td>
<td>Analytical</td>
<td>General</td>
<td>The Vendor to build analytics solution to mine Client/Institution feedback data to derive client sentiment towards one or all bank products and social network platform data analysis to measure product level client sentiment.</td>
</tr>
<tr>
<td>31</td>
<td>Applicable to various Departments of NABARD/Subsidaries</td>
<td>Analytical</td>
<td>General</td>
<td>The Vendor must build and implement solution using advanced analytics and applying machine-learning algorithms to develop self-cure model to predict/identify high risk cases and assigning them to collecting agents helps increase in collector productivity. Early Warning Indicators must be built for all Loans, Grants and Loans.</td>
</tr>
<tr>
<td>32</td>
<td>Applicable to various Departments of NABARD/Subsidaries</td>
<td>Analytical</td>
<td>General</td>
<td>The Vendor must build models to identify bottlenecks, simplify operations, enhance process consistency, reduce waiting time and enhancing productivity using data and statistical analysis.Vendor to pull data from the source systems for the data points required for analysis.</td>
</tr>
<tr>
<td>33</td>
<td>Applicable to various Departments of NABARD/Subsidaries</td>
<td>Analytical</td>
<td>General</td>
<td>The Vendor must build models to evaluate profits on a per-product basis across all channels, measuring margin across channels and micro-customer segments to identify ideal channel / segment for each product.</td>
</tr>
<tr>
<td>34</td>
<td>Applicable to various Departments of NABARD/Subsidaries</td>
<td>Analytical</td>
<td>General</td>
<td>The DMABI Solution should be able to convert raw web data into meaningful business information by capturing web usage.</td>
</tr>
<tr>
<td>35</td>
<td>Applicable to various Departments of NABARD/Subsidaries</td>
<td>Analytical</td>
<td>General</td>
<td>Vendor must build and implement solution using advanced analytics and applying machine-learning algorithms to identify accounts to be targeted for recovery process so that the recovered amount and probability of recovery is maximum. The model must be able to group NPAs into user-defined buckets based on recovery amount and recovery probability.</td>
</tr>
<tr>
<td>36</td>
<td>Applicable to various Departments of NABARD</td>
<td>Analytical</td>
<td>General</td>
<td>Vendor must build and implement solution using advanced analytics and applying machine-learning algorithms to analyse securities/ collateral for the NPAs. The model must identify securities/ collateral with high risk. The model must identify accounts which require additional provisioning.</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Requirement</td>
<td>Type</td>
<td>Category</td>
<td>Description</td>
</tr>
<tr>
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<tr>
<td></td>
<td>/Subsidaries</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## APPENDIX V – Example of arriving at Final Vendor (H1)

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Bidder X</th>
<th>Bidder Y</th>
<th>Bidder Z</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Technical Evaluation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Stage A</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A – Compliance with Technical Requirements</td>
<td>75</td>
<td>75</td>
<td>88</td>
</tr>
<tr>
<td><strong>Stage B</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B1 – Bidder Experience</td>
<td>25</td>
<td>20</td>
<td>25</td>
</tr>
<tr>
<td>B2 – People with Expertise</td>
<td>14</td>
<td>17</td>
<td>15</td>
</tr>
<tr>
<td>B3 – Bidder Presentation, Solution Evaluation, Approach &amp; Plan</td>
<td>35</td>
<td>32</td>
<td>32</td>
</tr>
<tr>
<td>B4 – Customer Site visit/Video Conference (Feedback received from selected client broadly on the above-mentioned criterion)</td>
<td>8</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td><strong>Stage B Score (B1 + B2 + B3 + B4)</strong></td>
<td>82</td>
<td>76</td>
<td>80</td>
</tr>
<tr>
<td><strong>Technical Bid Evaluation Score (20% * Stage A Score + 80% * Stage B Score)</strong></td>
<td>80.6</td>
<td>75.8</td>
<td>81.6</td>
</tr>
<tr>
<td><strong>Commercial Evaluation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidder’s Price (F)</td>
<td>1000</td>
<td>1100</td>
<td>1200</td>
</tr>
<tr>
<td>Lowest Price (Fm)</td>
<td></td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td>Financial Score (Fm/F)*100</td>
<td>100</td>
<td>90.91</td>
<td>83.33</td>
</tr>
<tr>
<td>Combined Score (0.8 * Technical Bid Evaluation Score + 0.2 * Financial Score)</td>
<td></td>
<td>78.82</td>
<td>81.95</td>
</tr>
</tbody>
</table>

Hence Bidder X will be the final selected Bidder.