



LIMITED  
REQUEST FOR PROPOSAL  
(Limited RFP)

FOR  
SOFTWARE FACTORY FOR NABARD

**National Bank for Agriculture and Rural Development (NABARD)**

**Department of Information Technology**

5th Floor, 'C' Wing C-24, 'G' Block

Bandra Kurla Complex, Bandra (East).

Mumbai - 400051.

Maharashtra.

Ph: 022-26537031

**Important Disclaimer:**

This Limited Request for Proposal (RFP) is not an offer by NABARD, but an invitation to receive response from eligible bidders for establishing software factory for NABARD. 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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## Glossary

<b>Sl.No</b>	<b>Acronym</b>	<b>Definition</b>
1.	CVC	Central Vigilance Commission
2.	DIT	Department of Information Technology
3.	EMD	Earnest Money Deposit
4.	NABARD	National Bank for Agriculture and Rural Development
5.	PBG	Performance Bank Guarantee
6.	RFP / RfP	Request for Proposal
7.	LCAP	Low Code Application Platform
8.	SI	System Integrator
9.	DW	Data Warehouse
10.	SHG	Self-Help Group
11.	FPO	Farmers Producer Organization
12.	MFI	Micro Finance Institutions
13.	UTR	Unique Transaction Reference
14.	EOI	Expression of Interest



## Tender Details

This limited RFP forms part of Stage 2 of the two-stage process of Establishing Software Factory for National Bank for Agriculture and Rural Development (NABARD). The first stage was floating of an Expression of Interest (EOI) wherein bidders were shortlisted for being eligible to participate in Stage 2. i.e., limited RFP. The list of shortlisted bidders is available on NABARD's official website.: [www.nabard.org](http://www.nabard.org).

NABARD invites e-tender from shortlisted bidders interested to bid for the Limited RFP for Establishing Software Factory for NABARD. The bidders must apply online through NABARD e- procurement site: <https://eprocure.gov.in/eprocure/app>. The bidder shall submit two separate e-bids for the work- Technical Bid and Commercial/Financial bid. The details are given below:

Tender Reference No and Date	NB.DIT.HO/DIT-011-41/1304/2024-25 dated 08 April 2024	
Tender For	<b>Establishing Software Factory for NABARD</b>	
Cost of RFP (Non-Refundable)	No cost will be charged for the tender document downloaded by the bidders.	
Earnest Money Deposit (Refundable )	Remittance of Rs. 30,00,000/- (Rupees Thirty Lakh Only) to NABARD's Account. The UTR No for this transaction must be indicated in the Bid Document.	
	Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
	Bank Name	NABARD
	Branch Name	HEAD OFFICE, MUMBAI
	IFS CODE	<b>NBRD0000002</b>
	Account Number (VAN)	NABADMN07
	<b>O R</b> Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 180 days from the date of opening of tender as per format given in Annexure-I.	

Date of Issue of RFP	08-04-2024
Last date for submission of pre-Bid queries	15-04-2024 at 15:00 hours
Date of Pre- Bid Meeting	16-04-2024 at 15:00 hours
Last date & time for submission of Bid	23-04-2024 at 15:00 hours
Opening of Technical Bid	24-04-2024 at 15:00 hours
Opening of Commercial Bid	Will be intimated to shortlisted bidders at a later date.
Opening of tenders	e-tendering at <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a>
No. of e-bid documents to be submitted online	<b>Technical Bid:</b> EMD (UTR No. & date/BG) + Documents as per Check List ( <a href="#">Annexure-R</a> ) <b>Commercial Bid</b>
Contact Numbers	1. Shri Vikas Kumar Yadav – Asst Manager – 7974133156 2. Ms. Bhavna - Manager - 9700066652
Email	<a href="mailto:dit@nabard.org">dit@nabard.org</a> (primary Email-Id) and CC to the following: - <a href="mailto:vikas.kumar@nabard.org">vikas.kumar@nabard.org</a> <a href="mailto:bhavna@nabard.org">bhavna@nabard.org</a>

**Note: -**

- 1.** Before bidding, the bidders are requested to carefully examine the RFP document and the terms and conditions specified therein. If any bidder requires any clarification on this RFP, they may notify the Bank in writing or by email at the Bank's mailing address indicated in the RFP. Bidders should notify the Bank of any error, omission or discrepancy found in this RFP document before last date and time for pre-bid queries.
- 2.** Bank makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- 3.** All costs and expenses (whether in terms of time or money) incurred by the bidders in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by Bank, will be borne entirely and exclusively by the bidders.
- 4.** The bidders must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 5.** All bids (Technical & Commercial) must be submitted at the same time, giving full details on **<https://eprocure.gov.in/cppp/>**
- 6.** It should be specifically noted that the contents of technical offer must not reveal commercials.
- 7.** The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
- 8.** No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.
- 9.** The Bank reserves the right to change the dates mentioned above or in the RFP, which will be communicated through the Bank's web site.
- 10.** Non-enclosure of Earnest Money Deposit (EMD) of ₹30,00,000/- (Rupees Thirty Lakhs Only) in the name of NABARD or equivalent amount of Bank Guarantee will result in rejection of bid.

11. The bidder shall ensure compliance of Central Vigilance Commission guidelines (CVC) issued/ to be issued from time to time pertaining to the work covered under this RFP.
12. No binding legal relationship will exist between any of the bidder and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
13. All Invoices, Licenses should be made in the name of CGM, DIT, NABARD, HO, Mumbai with official email Id as [dit@nabard.org](mailto:dit@nabard.org)
14. **Public Procurement Policy on Micro and Small Enterprises (MSEs):**
  - a) NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
  - b) 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).
  - c) Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
  - d) 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.
  - e) The bidder to note that, in the current RFP splitting of order is not applicable.

## **Instructions for Bidders**

### **1. Request for Additional Information**

- A. Bidders are required to direct all communications for any clarification related to this RFP, to the Designated NABARD officials and must communicate the same in writing.
- B. All queries relating to the RFP, technical or otherwise, must be in writing only. i.e., either via physical or electronic mail. The Bank will try to reply, without any obligation in respect thereof, to every reasonable query raised by the Bidder in the manner specified.
- C. However, NABARD will not answer any communication reaching the Bank later than the prescribed date and time.

### **2. Rejection / Acceptance of Bid**

The Bank reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. Any decision of the Bank in this regard shall be final, conclusive, and binding on the bidder.

### **3. Cancellation of Bid**

The Bank reserves right to re-issue/re-commence the entire bid process and or any part in case of any anomaly, irregularity, or discrepancy in regard thereof without assigning any reason whatsoever, at the sole discretion of the Bank. Any decision in this regard shall be final, conclusive, and binding on the bidder.

### **4. Period of Validity of Bids**

**Validity Period:** - Bids shall remain valid for 180 days from the last date specified for submission of bids in this RFP. The Bank holds the rights to reject a bid valid for a period shorter than 180 days.

**Extension of Period of Validity:** - In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. The extension of validity period by the Bidder should be unconditional and irrevocable.

**5. Who can submit the bid?**

- 5.1** Eligible Bidders who have been shortlisted in Stage 1 of EOI can only participate in this limited RFP.
- 5.2** The current RFP is part of Stage 2 of the process of Establishing Software Factory for NABARD
- 5.3** The bid can be submitted only for the LCAP chosen by the bidder in the EOI/POC stage. In case of non-compliance by the bidder, the bid will be rejected.
- 5.4** The bidder is responsible to carry out the entire end to end implementation of the solution as per the scope of work specified in this RFP.
- 5.5** Two firm / company / organization shall not partner with each other to bid jointly for this project.

## 1. Introduction

**National Bank for Agriculture and Rural Development** is an apex development bank established under the NABARD Act, 1981 (hereinafter referred to as “NABARD” or “the Bank”) having its Head Office at Plot No. C-24,'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices, Training Establishments, and other setups in different cities across the country. Detailed information regarding the functions of the Bank is provided on the website – [www.nabard.org](http://www.nabard.org).

This Request for Proposal document (“RFP document” or “RFP”) has been prepared solely for enabling the Bank to set up a **Software Factory for NABARD**

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of a selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.

Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. Address for communication is as given in the cover page unless otherwise expressed specifically in any part of this document for a specific requirement.

The Request for Proposal (RFP) may be read in its entirety. Bidders may study the bid document carefully and in its entirety. Submission of bids shall be deemed to have been done after careful study and examination of the bid document and with full understanding of its implications. Bidders must ensure, prior to submission of bids, that such clarifications/ changes have been considered by them. The Bank shall not be liable for any omissions on the part of any bidder. The terms and conditions of the RFP encompass all the terms and conditions mentioned in this document. The contents of this document are listed in the Table of Contents.

### 1. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether to enter into a contract or arrangement with the Bank.

### 2. For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”), i.e., an Indian firm /Company registered in India and no one else.

### **3. Confidentiality**

The RFP document is confidential and shall not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is being provided to the Recipient based on the undertaking of confidentiality to be given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part thereof. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The format for Confidentiality undertaking is provided in **Annexure-F**. The Recipient shall not disclose or discuss the contents of the RFP document with any officer, employee, consulting agency, director, agent, other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of Bank except for bidding purposes.

### **5. Costs to be borne by Bidders**

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

### **6. No Legal Relationship**

No binding legal relationship shall exist between any of the bidders and the Bank until the execution of a contractual agreement.

### **7. Bidders obligation to inform himself/ herself**

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

### **8. Evaluation of Offers**

Each bidder acknowledges and accepts that the Bank may in its absolute discretion, apply selection criteria specified in the document for evaluation of proposals for shortlisting / selecting one eligible Consultant / Consulting Agency.

### **9. Errors and Omissions**

Each bidder shall notify the Bank of any error, omission, or discrepancy, if any, found in this RFP document.



## 10. Bid submission Terms

The RFP response document submission shall be undertaken as under: -

- a) The documents may be submitted to CPP Portal <https://eprocure.gov.in/cppp/>.
- b) Copies of the RFP response may be submitted in the manner prescribed before the closing date and time as mentioned in Tender Schedule of the RFP; Tenders not submitted on the prescribed forms will be rejected.
- c) All submissions, including any accompanying documents, shall become the property of the Bank. Bidders shall be deemed to license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP response, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.
- d) The bidder shall be required to submit an Earnest Money Deposit of ₹ 30,00,000/- (Rupees Thirty Lakhs Only). Bidder should submit a Bank Guarantee in lieu of EMD (Annexure-I) issued by Scheduled Commercial Bank valid for 180 days from the date of opening of tender. The Earnest Money Deposit shall be refunded to all bidders except the selected bidder. In case the selected bidder fails to enter into an Agreement of Contract within the stipulated date and as per stipulated terms and conditions, the Earnest Money Deposit shall be subject to forfeiture at the discretion of NABARD. No interest shall be payable by the Bank on the Earnest Money Deposit. The RFP document may be downloaded from the Bank's website [www.nabard.org](http://www.nabard.org). The RFP download declaration, as per Annexure-C is to be furnished by the bidder. The Bank reserves the right to change the requirements. However, any such changes will be posted on NABARD's website.
- e) Queries relating to the RFP, if any, may be raised by the Bidders through emails to be received at the Bank's email ID within the stipulated date and time. Any clarifications to queries raised by bidders or any change in requirement, shall be posted on the Bank's Website. Bidders may ensure that such clarifications / changes have been considered by them before submitting bids. The Bank shall not be liable for omission, if any, on the

part of the bidder. In case of any clarification required by the Bank to assist in the examination, evaluation and comparison of bids, the Bank may, at its discretion, seek clarification from the bidder. The response / clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered, or permitted.

- f) All the information required as per the bidding document shall be provided by the bidder. Incomplete information may lead to rejection of the proposal.
- g) Bids once submitted shall be treated as final and no further correspondence shall be entertained. No bid shall be modified after the deadline for submission of bids.
- h) No bidder shall be allowed to withdraw the bid once submitted. In such event EMD deposited or BG in lieu of EMD shall be fortified.
- i) The Bank reserves the right to reject any or all bid(s) received without assigning any reason whatsoever.
- j) The Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.
- k) If a bidder deliberately gives wrong information in the tender or creates conditions favorable for the acceptance of his tender, in such case BANK, reserves the right to reject such tender at any stage.
- l) The contract shall be governed by and interpreted in accordance with the laws of India from the time being in force. All disputes arising out of this tender will be subject to jurisdiction of courts of law at Mumbai, Maharashtra.

## 2. Executive Summary

### **Purpose:**

NABARD is seeking to establish a Software Factory for NABARD using Low Code Application Platform as part of our ongoing digital transformation initiative. The purpose of this Software Factory is to streamline our software development processes, facilitate rapid application development, and ensure the efficient management of digital solutions. This initiative aligns with NABARD's commitment to embracing modern technology and delivering a unified digital experience.

The process for establishing a Software Factory is a two-stage process as follows:

### **Stage 1: Expression of Interest (EOI) for Shortlisting:**

1. The primary aim of this stage was to shortlist System Integrators (SIs) for Low Code Application Platforms (LCAPs). This stage is completed and list of shortlisted bidders along with their proposed LCAP is available on NABARD's website: [www.nabard.org](http://www.nabard.org)

### **Stage 2: Limited Request for Proposal (RFP) for Implementation**

The current RFP is Stage 2 of the process of Establishing Software Factory for NABARD.

1. Objective: The aim of this stage is to select the most suitable System Integrator (SI) to implement the Software Factory, based on a comprehensive evaluation of their proposed solutions and commercial viability.
2. Eligibility: This stage is exclusively for the SIs shortlisted in Stage 1. The SIs should participate for the same LCAP as proposed in Stage 1. The minimum eligibility criteria are laid out in Annexure H of this RFP. In case of any deviation or non-compliance, NABARD reserves the right to reject the bid.
3. Scope of Evaluation: Both technical and commercial aspects of the proposals will be scrutinized in detail.

### **3. Scope of Work:**

The overall scope of work of this RFP is to identify a Low Code Application Platform System Integrator (LCAP SI) with the end goal of establishing a streamlined, production-line-style software development system at NABARD.

The selected System Integrator (SI) will be responsible for the comprehensive setup and management of the Software Factory, driving digital transformation initiatives and ensuring seamless integration with NABARD's existing IT infrastructure along with adherence to highest standards of security, performance, and user experience.

#### **Expectations from the Software Factory:**

The Software Factory for NABARD is expected to be a robust and dynamic platform that comprehensively addresses all application requirements of the organization, covering web and mobile platforms and catering to both internal and external stakeholders. The primary objectives include modernizing and revamping existing/legacy applications and developing new solutions to meet evolving business needs.

#### **Key Parameters:**

1. **Number of Applications:** The Software Factory is expected to develop and deploy many applications as per the requirements of NABARD, **ranging from 75 to 100 per year**, (this number is only indicative in nature and not a limitation on the scope of project, the number of applications may be higher as decided by NABARD) either for itself or its subsidiaries, its stakeholders, Client Institutions, Supervised Entities, targeted segments of the society such as farmers, SHGs, FPOs, MFIs etc. and including projects of national importance.
  - a. **Application Complexity:** The applications which could be mobile apps, websites, portals etc. should cover a diverse spectrum of functionalities and purposes, addressing various workflows, processes, and user requirements within NABARD. The complexity of applications to be developed will vary widely, ranging from simple

websites to Enterprise level Applications/ Solutions.

- b. **Concurrent Users:** Initially, the Software Factory should accommodate upto 1000 concurrent users per application and scalable as per requirement.
- c. **Number of Users:** Initially, the expected number of internal users is 2000 and external unlimited, with option for scalability as per requirement.
- d. **Engagement Period:** The period of engagement shall be three years and extendable by another 03 years if the Bank so desires on same terms and conditions.

The broad scope of work for the selected SI is as follows:

**1.Establishing the Software Factory (DevSecOps):** Selected SI is responsible for establishing a comprehensive DevSecOps pipeline for efficient and secure application development, on-prem deployment, and management. This includes:

- 1.1. Platform Deployment: The LCAP Platform must be installed, deployed and commissioned on-premises on all types of environments which includes the development, testing and production environments
- 1.2. DevOps: Build a CI/CD pipeline for automated On-Prem deployment to production environments. Also, have the possibility to migrate to cloud or hybrid environments. Ability to deploy the platform on containerized environment is preferred.
- 1.3. Requirement Gathering: Collaborate with stakeholders to understand business needs and translate them into technical specifications (SRS, BRDs, FSDs).
- 1.4. UI/UX Design: Design intuitive and user-friendly interfaces for web and mobile applications.
- 1.5. Development: Develop applications within the LCAP's development environment augmented with AI capabilities.
- 1.6. Testing: Perform comprehensive testing (unit, integration, user acceptance) before deployment.
- 1.7. AI integration: Leverage AI capabilities throughout the software development lifecycle (design/ development/testing/deployment)
- 1.8. Project Management: Leverage Project management tools (preferably in-built),

to track progress, manage resources, and ensure on-time delivery.

- 1.9. Application Performance Management: Monitor application performance using an in-built APM tool of the proposed LCAP and proactively address any issues.
- 1.10. Secure Design, Development, Implementation and Operations: Integrate security into the design, development, implementation and operations processes, ensuring the security considerations are addressed continuously and proactively throughout the SDLC. This should include, among others, ensuring secure coding practices as per CERT-IN guidelines\*\*, complying with OWASP Low Code/No Code Top 10 and any other guidelines issued by NABARD, GOI, RBI and other regulators from time to time. (\*\* [https://www.cert-in.org.in/PDF/Application\\_Security\\_Guidelines.pdf](https://www.cert-in.org.in/PDF/Application_Security_Guidelines.pdf))
- 1.11. VAPT issues: Fix vulnerabilities/ defects identified through VAPT and source code review exercise, conducted by NABARD through its empaneled agencies, before the application go-live.
- 1.12. Go- live: The prerequisite of the Go-live for the applications being developed on the proposed LCAP are the following: -
  - a. Sign-off of the UAT for the application by the competent authority (as per the signed SRS/PFD).
  - b. VAPT and its closure
  - c. Deployment in DC and DR
- 1.13. Post-Go-Live Support: Maintenance of live applications including bug fixing, applying patches and upgrades (both major and minor), and fixing any IS Audit or any other audit/observations.
- 1.14. User Credential Management: Implement secure mechanisms for user creation, access control, and password resets.
- 1.15. Documentation: Create help documents, FAQs and SOPs for each of the applications being developed on the LCAP and update them to reflect the application's latest functionalities and use cases.

## **2. Setting up of an Onsite Development Team**

A critical component of the System Integrator's (SI) scope of work is to provide a highly skilled onsite development team, equipped to implement the software factory using the capabilities of the Low Code Application Platform (LCAP). This team will

include:

**2.1. Project Manager:** An experienced manager to oversee the project's lifecycle, facilitate communication, manage resources, and resolve any issues that arise during the project. He would be responsible, among other things, for all the project management aspects such as conduction of SCRUM meetings, Gantt chart preparation, daily report submission of the work done by the development team etc. to ensure timely delivery of the applications.

**2.2. Solution Architect:** The solution Architect is responsible for designing and maintaining architectural standards and best practices for the LCAP implementation. He should select appropriate technologies and consider factors like scalability, security, etc. to ensure the solution proposed aligns with the business goals. He should work with project managers, business analysts, developers and other IT professionals to ensure the solution is built and deployed according to the designed plan.

**2.3. Business Analysts:** Professionals who will bridge the gap between business requirements and technical solutions. They will analyze business processes, identify areas for improvement or automation through the LCAP, collaborate with stakeholders and help translate these needs into technical specifications for development by creation of BRD/SRS documents, test cases etc.

**2.4. UI/UX Designers:** Responsible for designing intuitive and modern user interfaces and experiences across web and mobile platforms, ensuring the applications are accessible, user-friendly, and aesthetically pleasing.

**2.5. Certified LCAP Developers:** A cadre of developers certified in the LCAP, possessing deep knowledge and technical skills to build, customize, and deploy applications.

**2.6. Quality Assurance Engineers:** Responsible for conducting functional tests, UI-UX related testing, load testing, API testing etc. as well as developing test cases to ensure that the applications meet functional and performance standards.

**2.7. Support Engineers:** They will be responsible for providing the day-to day support and maintenance of applications which have gone live.

This team will collaborate closely with organizational stakeholders to ensure that the LCAP's implementation aligns with business objectives, delivers functional and efficient applications, and supports the organization's digital transformation

initiatives. The minimum experience and certifications matrix for each of the resources to be deployed onsite is provided below:

<b>S. No</b>	<b>Type of resource</b>	<b>Minimum Experience</b>	<b>Minimum Desired Certifications</b>
1	Project Manager	5 years	PMP, PMI-ACP, PRINCE2 (Any one)
2	Solution Architect	5 years	Level 2 @
3	Senior LCAP Certified developer	5 years	Level 2 @
4	LCAP Certified Developer	2 years	Level 1 @
5	Business Analyst	3 years	-
6	UI/UX Designer	3 years	Any 1 Relevant Certification
7	Quality Assurance Engineer	2 years	Any 1 Relevant Certification
8	Support Engineer	2 years	-

#### **@Level of Certifications**

<b>Levels</b>	<b>Mendix</b>	<b>Outsystems</b>
Level 3	Expert	Expert
Level 2	Advanced	Professional
Level 1	Intermediate	Associate

Please note the following:

1. Bidder is required to submit resume of each member of the team proposed to be deployed along with experience letters as per [Annexure R–Document Checklist](#).
2. In case any deviation is sought by the successful bidder from the list of the proposed team, this will be accepted to a maximum of 20% of the team strength subject to the substitutions proposed being accepted by NABARD.
3. The composition of the team should not be disturbed during the contract period, except in case of exit of the employee from the rolls of the successful bidder. Suitable substitutes should be provided by the successful bidder, one month prior to the exit of the outgoing employee.
4. The successful bidder will be responsible for ensuring complete Knowledge



transfer to the new incoming employee. No additional payments will be made for this transition period.

5. In addition, during the entire contract period, NABARD reserves the right to seek replacement of any team member who is not found suitable for the said engagement.

### 3. **Implementation of LCAP and its capabilities**

The SI should deploy the selected Low Code Application Platform (LCAP) in accordance with NABARD's IT ecosystem and business requirements, adhering to security and compliance standards. The SI should set up the development, UAT, staging and separate production environments for internal and external facing applications. The SI should leverage on the LCAP's capabilities to achieve the following:

- 3.1. **Rapid Application Development:** Churn out internal, external, and/or hybrid applications quickly leveraging the rapid development capabilities of the selected LCAP including AI capabilities throughout the software development lifecycle. The emphasis should be on creating responsive web and mobile applications/solutions.
- 3.2. **Integration:** Seamlessly integrate the LCAP with existing and legacy systems, databases, and applications within the organization, utilizing standard integration protocols and APIs –both internal and external. It should also facilitate organization-wide data collection, sharing, and development efforts, aiding in modernization initiatives. The SI should also be able to integrate with various authentication providers such as LDAP, AD etc.
- 3.3. **Customization and Development:** Customize the LCAP to meet specific business needs, tailoring workflows, and functionalities as required. Additionally, they should focus on developing modern and intuitive UI/UX designs across all touchpoints, including websites and mobile apps.
- 3.4. **Security Implementation:** Integrate security into the design, development, implementation, and operations processes, ensuring the security considerations are addressed continuously and proactively throughout the SDLC. This should include, among others, ensuring secure coding practices as per CERT-IN guidelines\*\*, complying with OWASP Low Code/No Code Top 10 and any other guidelines issued by NABARD, GOI, RBI and other regulators from time to time.

(\*\* [https://www.cert-in.org.in/PDF/Application\\_Security\\_Guidelines.pdf](https://www.cert-in.org.in/PDF/Application_Security_Guidelines.pdf))

- 3.5. **Scalability and Performance Optimization:** Continuously monitor and optimize the LCAP to ensure it can handle the growing complexity of applications and organizational needs.
  - 3.6. **Performance Monitoring:** Continuously monitor performance of LCAP and the applications/solutions developed on it using its built-in APM tool, to identify and address any issues proactively.
  - 3.7. **Platform maintenance and Product Roadmap:** Implement updates, upgrades, and patches from time to time to maintain the latest platform version. Prior approval to be sought from NABARD for major upgrades, ensuring platform stability, security, and alignment with NABARD's needs. Also, provide product updates and plan for the implementation of future enhancements and features as and when such updates are released by the OEM.
  - 3.8. **Governance and Compliance:** Implement version control and change tracking mechanisms to manage updates and modifications to the platform effectively. Additionally, the SI should ensure that the platform's deployment and use comply with industry regulations and standards.
  - 3.9. **Analytics and Reporting:** Leverage the LCAP's built-in reporting and analytics features to generate insights. They should also explore integration with popular reporting tools like Power BI and Tableau to enhance data visualization capabilities.
4. **Training:** The SI should develop and deliver training programs for business/citizen developers.
  5. **Data Migration**

The successful Bidder shall:

    - 5.1 be responsible for consuming data from the vendor of the existing application/databases/solutions through APIs, file upload mechanisms etc.
    - 5.2 As part of modernization of legacy applications which do not have vendor support, carry out the task of migrating data from the existing application/databases/solutions.
    - 5.3 Carry out validation of data imported from legacy/existing applications/databases/solutions including the mapping of source data fields to destination data fields etc.

- 5.4 Facilitate the migration of data to new system(s) before the expiry of contract period.

## **6. Other Requirements:**

- 6.1. NABARD will provide infrastructure in the NABARD Data Centre (Both DC and DR) on Nutanix Acropolis HCI. Virtual machines with Windows Server OS will be made available. SSL Certificate will be provided by NABARD, the same will be installed by the SI at DC and DR Site. All other requirements/licenses required to support the application shall be procured/implemented/configured by the SI.
- 6.2. The bidder is expected to develop a disaster recovery plan for restoration of the system in the event of any disaster or major incident. The Disaster recovery plan will be tested prior to go-live to verify DR readiness and then on every subsequent DR Drill conducted by Bank. The DR drill period and frequency will be decided by bank. The application should be able to switch to DR with minimal manual intervention. In coordination with NABARD, SI shall ensure smooth DR drill activity. The proposed Recovery Point Objective (RPO) is 30 mins and Recovery Time Objective (RTO) is 60 minutes. The SI, however, must ensure that there is 'Zero Data Loss'.
- 6.3. For the functionalities that require "occasional disconnected/offline" operations, solution/application may be designed to incorporate offline capabilities, as and when required.

## **7. Deliverables**

- 7.1 A fully operational Software Factory with the chosen LCAP platform implemented and configured.
- 7.2 A project team as detailed in para 3.2 in Scope of Work. The project team will work onsite at NABARD Head Office in BKC Mumbai.
- 7.3 Licenses with the latest version of Application software(s) or any other software(s) required for development/deployment as well as maintenance of all the applications developed on the platform post their Go Live.
- 7.4 Source code, Data dictionary and Database design(s) for all the applications/solutions developed on the platform as per the release cycle. NABARD will have intellectual property rights over the applications so

developed on the LCAP. In addition, the following shall be provided:

- User and quick reference manuals.
- Training (Material + Hands on)

## 8. Project Phases and deliverables:

8.1. **One-Time Implementation:** The One-Time Implementation phase focuses on the initial setup and deployment of the Low Code Application Platform (LCAP) within NABARD's IT infrastructure. This phase is critical as it lays the foundation for the Software Factory, enabling subsequent development activities.

Milestone of Delivery	Activities
Delivery, installation of the LCAP and commissioning of the Software Factory	<ul style="list-style-type: none"> <li>- Onboarding and deployment of the onsite project team</li> <li>- Procurement of LCAP</li> <li>- Installation on NABARD's IT infrastructure</li> <li>- Commissioning of the complete LCAP platform, ensuring full operational capability.</li> <li>- DC-DR setup</li> </ul>

8.2 **Recurring activities:** Once the Software Factory is successfully commissioned, deployed, and made operational, the next phase of application/solutions will commence. This phase includes a series of systematic and recurring activities that form the core of the Software Development Lifecycle (SDLC). These activities include:

- Requirements Gathering and Analysis for identified projects.
- Design – Solution architecture, UI/UX.
- Development
- Testing
- Fixing of VAPT and source code review observations.
- Go-Live
- Documentation
- Production Support

## Chapter 2

### Bidders Minimum Eligibility checklist

This process is open to all Bidders who fulfil the eligibility criteria as set out below and is in agreement with NABARD as per terms & conditions of this RFP document. The Bidders should furnish documentary evidence supporting the information provided by them as part of the bidding process. As this RFP is part of Stage 2 of the two-stage process of Establishing Software Factory for NABARD, thus only bidders shortlisted as part of Stage 1 are eligible to bid for this limited RFP. Bids not satisfying the eligibility criteria will be rejected.

Sr. No.	Criteria	Supporting documents required as proof to be submitted
1	EOI documents authenticity and compliance	Self-declaration on company letterhead signed by authorized signatory, as per Annexure - I
2	SI of the LCAP proposed by the bidder in Stage 1 i.e. EOI	Self-declaration on company letterhead signed by authorized signatory, as per Annexure -J
3	No Partnership/Consortium bidding	Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory.

## Chapter-3 Criteria for Evaluation of Bids

1. The bids received by the designated date and time on the CPP Portal will be examined by NABARD to determine if they meet the terms and conditions mentioned in this document including its subsequent amendment(s), if any and whether bids are complete in all respects.
2. On scrutiny, the bids found NOT in desired format/illegible/incomplete/not containing clear information, will be rejected for further evaluation process.
3. The evaluation process will consist of two stages:
  - a. **Technical Evaluation (70% weightage):** This stage assesses the bidder's technical capabilities and proposed solution for the Software Factory.
  - b. **Commercial Evaluation (30% weightage):** This stage evaluates the bidder's pricing proposal.

### 3.1 Technical Evaluation of the bids

The Technical Bids would be evaluated based on the following broad parameters:

Stage	Parameter	Maximum Score
A	Technical Solution Document	30
B	Technical Specification Form	40
C	Presentation Evaluation	10
D	References/ Client Interactions	20
	Total	100
	Weighted Technical Score	<b>70</b>

- i. All bidders scoring more than 70 marks (in technical criteria) will be selected as the Technically qualified bidders. In case less than three bidders get more than 70 marks in the technical criteria, the top three bidders getting the maximum marks in technical capability will be given preference, subject to the bidder getting at least 60 marks.
- ii. Full marks i.e., 70 will be awarded to the bidder getting the highest marks.
- iii. Proportionate marks will be awarded to the other bidders as a percentage of the highest marks received.

### 3.2 Scoring Methodology for Stage A: Technical Solution Document (30 marks): The Bidder shall submit a comprehensive

Technical Solution Document outlining the proposed Learning Content Authoring Platform (LCAP) solution. The maximum marks which can be obtained in Technical Solution Document are 30 marks. The document should cover aspects such as:

**1. Platform Architecture (10 marks):**

- High-level diagram: Show interaction between components and data flow.
- Tech Stack: Mention details of the underlying programming languages, server infrastructure, client-side application technologies, type of databases, VM deployment/ containerized deployment which will be used in SDLC. Popular/ High performance databases with enterprise support and modern deployment strategies such as containerized development will be rated higher
- CI/CD Pipeline: Detail the automated development lifecycle, including version control, build/testing tools, and deployment automation.
- App Development & Deployment: Outline the step-by-step process from requirements gathering to UAT and production deployment, highlighting UI/UX design, integration, and testing procedures.
- Business Continuity: Provide business continuity plan including DC-DR setup, DR drills etc.
- Security and compliance: Briefly touch on security measures, scalability plans, and compliance with relevant standards.

**2. Development Team(10 marks):**

- Team Structure: Provide a chart with roles and responsibilities for Project Manager, Business Analysts, UI/UX Designers, LCAP Developers, and Support Engineers.
- Expertise: Describe team member qualifications and experience in LCAP platform use, software development, project management, business process understanding, and UI/UX design.

**3. Project Management (10 marks):**

- Agile Methodology: Specify the chosen approach (Scrum, Kanban) and its implementation for project management.
- Sprint Management: Explain sprint planning (user stories, estimation, meetings), reviews, and retrospectives.
- Project Management Tools: List the tools for task management, communication, version control, defect tracking, and UAT.

- User Acceptance Testing (UAT): Describe the process for defining test cases, user involvement, and defect resolution.

### **3.3 Scoring Methodology for Stage B - Technical Specification Form (40 marks):**

1. All the bidders should provide a response to each of the requirements listed in [Annexure J](#).
2. Vendor is required to put response in Vendor score and Remarks columns in Technical Specification Form ([Annexure J](#))
3. NABARD will evaluate the response by the bidder and may request additional information or documents if necessary. NABARD has the right to adjust the score if it determines that the claimed evidence is incorrect/not adequately supported.

### **3.4 Scoring Methodology for Stage C- Presentation Evaluation (10 marks):**

The parameters for evaluation of presentation are provided below:

<b>Sr No</b>	<b>Description</b>	<b>Max Marks</b>
1	Presentation on Technical Solution Document highlighting <ul style="list-style-type: none"> <li>• Platform Architecture</li> <li>• Development Team</li> <li>• Project Management</li> </ul>	10
	Total marks	10
	<b>Weighted marks</b>	<b>10</b>

### **3.5 Scoring Methodology for Stage D - Client Interaction (20 marks)**

Interaction will be conducted to verify and supplement the information provided by the bidder in response to the RFP. Feedback from the client regarding the implementation of the project and services provided by bidder during the project period will be considered for evaluation.



1. All the bidders shall provide 02 reference projects, preferably of project size more than 02 crores in India, of similar nature with detailed scope of work and implementation of projects.
2. Vendor shall provide one reference for interaction with their client, preferably in Mumbai in the format provided below:

Sr No	Client name	Email id of SPOC	Mobile Number
1			
2			

3. NABARD reserves the right to interact with either one or both the references.
4. The criteria for evaluation of the responses from the client interaction is provided below:

Sr. No	Criteria for evaluation	Max marks
1	Experience with the proposed LCAP – type and number and complexity of applications developed, etc.	25
2	Experience with the SI - Responsiveness, Speed of delivery, Quality, security etc.	25
3	AMC, Onsite support	25
4	Scale, Performance and compliance with Security Requirements	25
	Total Marks	100
	Weighted Marks	<b>20</b>

### **3.6 Commercial Evaluation of Bids:**

The details of commercial format are given in [Annexure M](#)

- i. Full marks i.e., 30 will be awarded to the bidder quoting the lowest price.
- ii. Proportionate marks will be awarded to other bidders as a percentage of the lowest quote.

### **3.7 Overall assessment for calculation of L1:**

- i. Marks scored in Technical evaluation and Commercial evaluation will be added.
- ii. The bidder scoring the highest marks will be L1.
- iii. Contract will be awarded to L1 subject to adherence to terms and conditions.

## Chapter 4

### 4.1 Service Level Requirements

1. The vendor should provide 24\*7 Support through Email and Phone without any additional cost to bank and as and when required by the Bank.
2. Vendor will provide on-site support for addressing application related issues, if required by the Bank.
3. Support Lines

Service Description	
Support during Business Operation Hours of NABARD 8 AM to 8 PM (Monday to Friday)	Support through Telephone and Email
Support after Business Operation Hours of NABARD	Leave an email /SMS after regular business hours. All calls will be returned the following business day by 8 AM.
Time when scheduled maintenance will be performed	Scope & schedule to be agreed mutually with NABARD's Operations Team.

The successful bidder will submit SLA as per the format provided in [Annexure – R](#).

## Chapter -5

### Delivery and Payment Schedule

#### 5.1 Expected Delivery Schedule

1. The bidder will return the duly signed duplicate copy of the Purchase order within 7 days from the date of purchase order.
2. All Schedules will be calculated from the Zero Date, i.e. Date of issue of Purchase Order.
3. The Signing of SLA, submission of PBG and other necessary documentation should be completed within 30 days of acceptance of Purchase Order.
4. The setting up Software Factory (DevSecOps Pipeline) should be completed in all aspects which includes supply, installation and commissioning of platform, user, DB and any other software licenses, set up of all environments as per the approved architecture design within 30 days from the issuance of the Purchase Order
5. The onsite development team should also be onboarded within 30 days from the issuance of the Purchase Order.
6. The first application developed on the proposed LCAP should Go-Live within 90 days of issue of Purchase Order and not later than 180 days under any circumstances.
7. Project period: 3 years from the acceptance of the Purchase Order. However, the same should be extendable for another 03 years if the Bank so desires based on mutual agreement at a maximum yearly increase rate of 10%.

#### 5.2 Payment terms

Payment will be made in phased manner as under:

##### 5.2.1 Platform Release Schedule

<b>Payment milestone</b>	<b>Expected release</b>	<b>Percentage</b>
On acceptance of terms and conditions of work order, submission of PBG, signing of SLA and other necessary documents, delivery of licenses	Year 1	20% of Platform license cost, user licenses cost and on-Prem deployment license cost for Year 1

On successful on-prem installation and configuration of the platform** and setup of the entire onsite development team	Year 1	1. 60% of Platform license cost, user licenses cost and on-Prem deployment license cost for Year 1 2. 100% of on-Prem installation cost
Go-live@ of the first application developed on the deployed Platform	Year 1	Balance 20% of Platform license cost, user licenses cost and on-Prem deployment license cost for Year 1
On delivery of DB and other software licenses (if any)	Year 1	100% of DB licenses cost and any other software cost for year 1
On completion of one year from the date of delivery of licenses and upgrade of Platform to latest version	Year 2	100% of Platform license cost, user licenses cost and on-Prem deployment license cost for Year 2
On delivery of DB and other software licenses (if any)	Year 2	100% of DB licenses cost and any other software cost for year 2
On completion of two years from the date of delivery of licenses and upgrade of Platform to latest version	Year 3	100% of Platform license cost, user licenses cost and on-Prem deployment license cost for Year 3
On delivery of DB and other software licenses (if any)	Year 3	100% of DB licenses cost and any other software cost for year 3

\*\* A certificate to this respect should be provided on successful Delivery, installation of the LCAP and commissioning of the Software Factory

@ Refer Point 1.12 of Chapter 3 -Scope of work for definition of Go-live

#### 5.2.2. Manpower Release Schedule

<b>Payment milestone</b>	<b>Expected release</b>	<b>Percentage</b>
On completion of quarter from the date of joining	Quarterly	Shall be paid quarterly on actuals in the month following quarter.

#### 5.2.3 Training Release Schedule

<b>Payment milestone</b>	<b>Expected release</b>	<b>Percentage</b>
On successful completion of the training and delivery of training material, technical documentation etc.	Batch-wise	Shall be batch-wise as per actuals after the completion of Training

5.2.4 Bids shall be quoted, and payment shall be made, in Indian Rupees only for the services.

5.2.5 The rates quoted in the tenders shall be firm and shall not be subjected to variations on account of fluctuations in market rates, taxes, or any other reasons whatsoever for the project period.

5.2.6 The Bank may extend the contract on terms agreed to by the Bank and the Vendor as per the cost quoted in

. Under no circumstances, the bidder can quote price more than that provided in the Commercial Bid Form.

5.2.7 No additional payment apart from the tender bid value will be done under any circumstances.

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

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

## **Chapter-6**

### **Other Important Terms and Conditions**

#### **1. Inspections and Tests**

The Bank shall have the right to inspect and test the solution to confirm their conformity to the technical specifications, in which the bidder will have to provide necessary support.

#### **2. Bidder's Obligations**

- i. The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- ii. The Bidder's representative & local office at Mumbai will be the contact point for the Bank.
- iii. The Bidder will treat all data and information about the Bank, obtained in the execution of his responsibilities as confidential and will not reveal such information to any other party without the prior written approval of the Bank. The Bidder will submit Confidentiality Undertaking in format provided in [Annexure-F](#).

#### **3. Order Cancellation / Termination of Contract**

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time, by giving 30 days' notice to rectify the issues, in the event of one or more of the following conditions:

1. Delay in implementation of the Project beyond the specified periods for reasons solely ascribed to the bidder.
2. Breaches in the terms and conditions of the Purchase Order.
3. Project adversely affecting the Core Systems or Core Business of the Bank and the normal functioning of the Offices of the Bank.
4. Failing to upgrade any or all of the critical Software within the period(s) specified in the Contract or within any extension thereof granted by the Bank.
5. Failing to perform any other obligation(s) under the Contract.
6. Not providing after sales and maintenance services as per the SLA mentioned in Chapter 4 of the RFP and any tickets raised are not resolved within SLA timelines on more than three occasions.
7. Termination for Insolvency: if the Bidder becomes bankrupts or otherwise insolvent.

#### **4. Notice**

The Bank is at liberty to terminate the contract by giving 30 days' 'Notice' on failing to provide satisfactory services. If the bidder provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.

The Bank, without prejudice to any other remedy for breach of contract, by giving 30 days' written notice of default sent to the Vendor and if the Vendor fails to cure the default within the notice period, may terminate this Contract in whole or in part.

#### **5. Effect of Termination**

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

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

#### **6. Indemnity**

- i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual



Property Rights (IPR) etc. The format for Letter of Indemnity is given in Annexure-N.

ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, sub-contractors etc.

iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential, and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its client institutions and/or regulatory authorities.

iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

#### **7. Liability of The Selected Bidder**

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

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

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

iii. "Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to loss of income or profits."

#### **8. Negligence**

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder

calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the selected bidder.

### **9. Force Majeure**

i. The bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is due to an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lockouts, epidemic, pandemic and freight embargoes.

ii. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

iii. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

iv. Notwithstanding the above, the decision of the Bank shall be final and binding on the bidder.

### **10. Changes to RFP**

The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion up to the date of submission of bids.

The Bank reserves the right to extend the dates for submission of responses to this document. Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses.

**Preliminary Scrutiny** — The Bank will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Vendor and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

ii. **Clarification of Offer** — To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Vendor for clarification of their offer. The Bank has the right to disqualify the Vendor whose clarification is found not suitable to the proposed project. The Bank reserves the right to make any changes in the terms and conditions of RFP. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations.

iii. **Erasures or Alterations** — The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

iv. **Pricing** — It is absolutely essential for the Vendor to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.

## **11. Information Ownership**

All information processed, stored, or transmitted by bidder belongs to the Bank. The bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

## **12. Publicity**

Any publicity by the Vendor in which the name of the Bank is to be used should be

done only with the explicit written permission of the Bank.

### **13. Compliance with Laws**

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

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

### **14. Resolution of Disputes**

i. All disputes and differences of any kind whatsoever arising out of or in connection with the Purchase Order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act, 1996.

ii. The Bidder will submit a Pre-Contract Integrity Pact as per the format given in [Annexure-D](#).

## **15. Jurisdiction**

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

## **16. Privacy & Security Safeguards**

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 this contract or existing at any Bank location. The bidder shall develop procedures plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The bidder shall also ensure that all subcontractors 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 contract or existing at any Bank location.

## **17. Guarantees**

Bidder should guarantee that the software used to service the Bank are licensed and legal.

## **18. Contract Re-Negotiation**

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

## **19. Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"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 offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **20. Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement 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 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.

## **21. Violation of Terms**

The Bank clarifies that the Bank 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 (*place of jurisdiction at Mumbai*) 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. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

## **22. Non-Disclosure Information**

The Selected Bidder shall not, without the Bank's prior written consent, disclose 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 Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with the Bank as per the prescribed

format provided in [Annexure-E](#).

### **23. No Commitment to Accept Lowest or Any Offer/Bid**

BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

### **24. Signing of The Bid**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

### **25. Costs of Preparation & Submission of Bid**

The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

### **26. Confidentiality of The Bid Document**

The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

### **27. Disclaimer**

This RFP is not an offer by NABARD Bank, but an invitation to receive response from Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly Authorized officers of NABARD Bank with the Bidder.

### **28. Standards of Performance:**

The bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency, and economy in accordance with the generally accepted professional standards and practices. The bidder shall always act in respect of any matter relating to this contracts faithful advisor to Bank. The bidder shall always support and safeguard the legitimate interests of Bank, in any dealing with the third

party. The bidder shall abide by all the provisions/acts/rules etc. of Information Technology law prevalent in the country. The bidder shall conform to the standards laid down in RFP in totality.

### **29. Intellectual Property Rights:**

No services covered under the contract shall be sold or disposed by the bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar rights, or any charge mortgage or lien. The bidder shall indemnify the Bank, from all actions, costs, claim, demands, expenses, and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the bidder, Bank, shall be defended in the defense of any proceedings which may be brought in that connections.

### **30. Miscellaneous:**

The end product of the work assignment carried out by the Bidder, in any form, will be the sole property of Bank. In the event the Bidder's company or the concerned division of the company is taken over/bought over by another company, all the obligations under the agreement with Bank, should be passed on the compliance by the new company new division in the negotiation for their transfer.



## **Annexure-A**

### **Bid submission & Conformity Letter**

Note: This letter should be on the letterhead of the Bidder and should be signed by an authorized person.

Date: \_\_/\_\_/2024

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

Dear Sir/ Madam,

**Subject:** Response to RFP Ref No NB.HO.DIT/\_\_\_\_\_/ DIT-\_\_\_\_\_/2024-25 dated \_\_\_\_\_ for procuring the Software Factory.

We, the undersigned bidder, having read and examined the aforesaid RFP document in detail, do hereby propose to extend the services as specified in the Tender document referenced above and submit the technical bid and commercial bid inside separate envelopes in the prescribed formats as per requirement.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

If our Bid is accepted, we will obtain the Performance Bank Guarantee from a Bank for a sum equivalent to **5 percent** of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that our prices are valid for entire project period and extended project period if any.

We further confirm that, until the Purchase Order is accepted, this Bid, together with NABARD's written acceptance thereof and the notification of Award shall constitute a binding Contract between us.

We also understand that we do not have any option to raise any objection against any of the said processes defined in the RFP in any future date.

We understand and accept that NABARD is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and NABARD's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We understand that the Bank is not bound to accept the lowest or any Bid received.  
Thanking you,

Yours sincerely,

Date:

Signature of Authorised Signatory

Place:

Name of Authorised Signatory

Designation

Name of the Organisation

Seal

**Annexure-B**  
**Letter of Authorization to Bid**

Ref No: \_\_\_\_\_

Date: \_\_\_/\_\_\_/2024

The Chief General Manager  
Department of Information Technology,  
National Bank for Agriculture and Rural Development  
5th 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.

REF: Your RFP \_\_\_\_\_ dated \_\_\_\_\_

This has reference to your above RFP for procuring the Software Factory with Three Years Contract Period. Mr./Mrs./Miss \_\_\_\_\_ is hereby authorized 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 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 authorized to take decisions on behalf of the company till the RFP process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorizing 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 authorized Signatory/authority is to be submitted)

Note: This letter of authority should be on the letterhead of the principal 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 its bid.

**Annexure-C**  
**RFP Download Declaration**  
(On the organization's letter head)

Ref No: \_\_\_\_\_

Date: --/--/2024

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

Sir,

Subject: \_\_\_\_\_

Kindly refer to your RFP \_\_\_\_\_ dated \_\_\_\_\_ published on the website downloaded from electronic media. We wish to confirm that we have downloaded the complete RFP document from the website /electronic media. We shall submit the RFP document as per your prescribed specifications for Technical & Commercial Bid.

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

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

Yours Sincerely,

Date:

Signature of Bidder with Seal:

Phone:

E-mail address:

**Annexure-D**  
**Pre-Contract Integrity Pact**  
(On Bond Paper Value of ₹ 200/-)

**Between**

**National Bank for Agriculture and Rural Development (NABARD)**  
hereinafter referred to as “**The Buyer**”

**And**

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

**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 Bidder(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 the 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 Bidder(s) with equity and reason. The Buyer will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The 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 Bidder(s)/Contractor(s)**

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the 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 whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyers, if any.
  - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4 – Compensation for Damages**

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

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

- (1) In case of Sub-contracting, the Buyer Contractor shall take the responsibility of

the adoption of Integrity Pact by the Sub-contractor.

- (2) The Buyer will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Buyer will disqualify from the tender process all the bidders who do not sign the Pact or violate its provisions.

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

If the Buyer obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the 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 for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is:

**Dr. Sanjay Kumar Panda, IAS (Retd)**

515, Ward No.3  
Sideshwar Sahi Cuttack City,  
Cuttack district  
Odisha - 753 008

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 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 Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The 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 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, 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 Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

### **Section 10 – Other provisions**

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the 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 partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

BUYER  
Name of the Officer  
Designation  
NABARD

BIDDER  
Chief Executive Officer  
Organisation

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness  
1. \_\_\_\_\_

**Annexure-E**  
**Non-Disclosure Agreement Form**  
(On bond Paper Value ₹ 200/-)

This Non-Disclosure Agreement made and entered into at ..... this..... day of.....2024

BY AND BETWEEN ....., a company incorporated under the Companies Act, 1956 having its registered office at.....(hereinafter referred to as the Implementation partner, 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 System Integrator and NABARD are hereinafter collectively referred to as "the Parties "and individually as "the Party."

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Proposal to appoint a System Integrator for setting up the Software Factory, the scope of which is specified in RFP \_\_\_\_\_ dated \_\_\_\_\_ and whereas \_\_\_\_\_ (Name of Vendor) has through an RFP process, bid for the work. 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 System Integrator some Confidential Information (as hereinafter defined), to enable the System Integrator to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The System Integrator is aware and confirms that the information, data, and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.
3. The System Integrator is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.
5. Receiving Party means who receives the confidential information.

6. Disclosing Party means who discloses the confidential information.

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

### **1. Confidential Information**

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

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

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

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

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

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

Confidential Information does not include information which:

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

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

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

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

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

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

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

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an 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.

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

## **2. Non-disclosure**

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

violation of terms of this Agreement.

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

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

### **3. Publications**

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

### **4. Term**

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The System Integrator 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 System Integrator further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The System Integrator agrees and undertake to treat Confidential Information as confidential for a period of [five

(5)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

## **5. Title and Proprietary Rights**

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

## **6. Return of Confidential Information**

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

## **7. Remedies**

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

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

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

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



- a. Suspension of access privileges
- b. Change of personnel assigned to the job.
- c. Financial liability for all direct damages which disclosing party has incurred because of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
- d. Termination of contract

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

## **8. Entire Agreement, Amendment, Assignment**

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

## **9. Miscellaneous**

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

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

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

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

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

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

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

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

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

## **10. Suggestions and Feedback**

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

## **11. Governing Law**

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

## **12. General**

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

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



For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

Name:

Designation:

Place:

Signature

For and on behalf of \_\_\_\_\_  
\_\_\_\_\_

Name:

Designation:

Place:

Signature

IN THE PRESENCE OF

Signature

Name:

Date:

Signature

Name:

Date:

**Annexure-F**  
**Confidentiality Undertaking**

Date: --/--/2024

The Chief General Manager  
National Bank for Agriculture and Rural Development  
Department of Information Technology, 5<sup>th</sup> floor, C Wing  
C-24, 'G' Block, Bandra-Kurla Complex,  
P.B. No. 8121, Bandra (East),  
Mumbai - 400 051.

Dear Sir,

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for procurement of the Software Factory we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase “Confidential Information” shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to NABARD and its business that is provided to us pursuant to this Undertaking.

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than the following: -
  - With your prior written consent, such consent not to be unreasonably withheld;
  - To the extent that such disclosure is required by law;
  - To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
  - To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.
4. We shall not disclose or divulge any of the Confidential Information to any other client of \_\_\_\_\_ (name of product vendor / implementation partner)

5. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing, and we shall be liable for any breach of the terms and conditions contained herein.
6. This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

Yours Sincerely

Signature and Stamp of Company

Authorized Signatory

Designation:

Date:

**Annexure-G**  
**Non-Blacklisting / Non –Debarment Declaration**  
(On the Organization’s letterhead)

**Part A. In the case of a Proprietary Concern:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. \_\_\_\_\_ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on blacklist/debarred since 01.04.2019 declared by any Bank, Financial Institution, Govt.'s Vendor Blacklist or debarred except as indicated below:

(Here give particulars of blacklisting/debarment and in absence thereof state “NIL”)

**Part B. In the case of a Partnership Firm:**

We hereby declare that neither we, M/s. \_\_\_\_\_, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist/debarred since 01.04.2019 declared by any Bank, Financial Institution, Govt's Vendor Blacklist or debarred, except as indicated below.

*(Here give particulars of blacklisting/debarment and in the absence thereof state “NIL”)*

**Part C. In the case of Company:**

We hereby declare that we have not been placed on any blacklist/debarred since 01.04.2019 declared by any Bank, Financial Institution, Govt's Vendor Blacklist or debarred, except as indicated below:

*(Here give particulars of blacklisting/debarment and in the absence thereof state “NIL”)*

\* We hereby declare that we have not withdrawn any bid after being selected as L1

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:

Date:

Signature of Bidder: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

**Annexure – H**  
**Format for furnishing Bank Guarantee In lieu of Earnest Money Deposit**

Ref No. \_\_\_\_\_

Dated: \_\_\_ / \_\_\_ /2024

The Chief General Manager  
Department of Information Technology,  
National Bank for Agriculture and Rural Development  
5th 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 implementation of Software Factory.

(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 Bid Security (BS) shall not bear any interest and which shall be liable for forfeiture in the event of the Tenderer, after acceptance of his tender by NABARD, failing to observe any of the terms and conditions of the tender or the Tenderer not supplying the said 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 Bid Security (BS) in cash and accept the guarantee from a Scheduled Commercial Bank in lieu thereof and have agreed to accept the same from us, 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 Bid Security (BS) in cash. We, \_\_\_\_\_ Bank having our Head Office at \_\_\_\_\_ and one of our Branches at \_\_\_\_\_ do hereby unconditionally and irrevocably guarantee unto the NABARD that the Tenderer will execute the Agreement soon upon acceptance of the tender by NABARD and will diligently, efficiently and

satisfactorily perform all their obligations under the various terms and conditions of the said tender (Read with any amendments said tender 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 ₹ \_\_\_\_\_ (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)***

**Annexure-I**  
**Declaration on EOI documents authenticity and**  
**compliance**  
**(On the Organization's letterhead)**

I/We hereby declare that we, M/s. \_\_\_\_\_,

Successfully participated in the EOI titled: "Retender of EOI for Software Factory for NABARD (Tender ID: 2024\_NABA\_792699\_2)

Were shortlisted in Stage 1 to participate in Stage 2 as per the list of shortlisted bidders available on NABARD's website.

All declarations and documentary proof supporting the Technical Capabilities of the proposed LCAP and the SI which form part of Annexure I to VIII of the EOI remain valid and authentic for Stage 2 i.e., Limited RFP

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:

Date:

Signature of Bidder: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_



**Annexure- J**  
**Declaration on Proposed LCAP**  
**(On the Organization's letterhead)**

We hereby declare that we, M/s \_\_\_\_\_,  
Are participating in this limited RFP process for the proposed LCAP \_\_\_\_\_

\_\_\_\_\_

The proposed LCAP in this limited RFP process is same as the one represented by us in Stage 1 i.e., EOI.

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:

Date:

Signature of Bidder: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

## Annexure-K Technical Bid Form

Bidders are required to submit the technical bid form as part of Stage B of the technical evaluation round. Documentary evidence to be furnished by bidders for the responses provided against Column: “Bidder’s Response”, wherever applicable

### Technical Requirements

Name of the proposed LCAP:						
Dimensions of proposed LCAP	Dimension Weight	Attributes	Marks	Max marks	Vendor Score	Bidder’s Response
<b>General Requirements</b>	<b>20</b>					
Number of completed/ ongoing projects in BFSI /Government/ PSU/ Private Sector on the proposed LCAP, each costing not less than ₹ 2 Crore in the last five financial years.		10 or more projects 5-10 projects 3-5 projects	5 3 1	5		
Number completed/ ongoing projects in BFSI /Government/ PSU in India, costing not less than ₹ 50 lakh each in the last five financial years		10 or more projects 5-10 projects <=5 projects	5 3 1	5		
Free reusable components/ templates /modules /connectors		More than 7000 5000-7000 3000-5000 <3000	5 4 3 1	5		
On-prem containerized deployment for proposed solution		Yes No	5 0	5		
SI’s experience: No. of years of operation in proposed LCAP		7 or more years 5 to 7 years 3 to 5 years	5 3 1	5		Documentary proof required from OEM
Source code migration - exit strategy (Editable Source Code export - No Vendor lock in)		Yes No	5 0	5		
Source code of individual application available for review		Yes No	2 0	2		

SAST Compliance for Generated Code		Yes No	2 0	2		
Ability to Host on Cloud and On Premise with Feature Parity		Yes No	3 0	3		
Hybrid Cloud support and smooth migration from On prem-to -Cloud		Yes No	3 0	3		
<b>Development Team</b>	<b>20</b>			<b>40</b>		
Project Manager - Relevant Certification (eg: PMP, PMI-ACP,CSM, PRINCE2)		3 or more certifications 2 certifications 1 certification	5 3 1	5		
Project Manager - Experience		10 or more years 7-10 years 5-7 years	4 2 1	4		
Solution Architect - Experience		10 or more years 7-10 years 5-7 years	5 3 1	5		
Senior LCAP Certified Developer - Experience		7 or more years 5-7 years	4 2	4		
Senior LCAP Certified Developer - Certifications		Level 3 Level 2 Level 1	5 3 1	5		
LCAP Certified Developer 1 - Experience		4 or more years 2-4 years	4 2	4		
LCAP Certified Developer 1 - Certifications		Level 3 Level 2 Level 1	5 3 1	5		
LCAP Certified Developer 2- Experience		4 or more years 2-4 years	4 2	4		
LCAP Certified Developer 2 - Certifications		Level 3 Level 2 Level 1	5 3 1	5		
Business Analyst - Experience		5 or more years 3-5 years	4 2	4		
UI/ UX Designer - Experience		5 or more years 3-5 years	4 2	4		
QA Engineer- Experience		3 or more years 2-3 years	3 1	3		
Support Engineer- Experience		3 or more years 2-3 years	3 1	3		
Total nos of certified development engineers on the proposed LCAP of the SI		More 100 50-100 <50	5	5		Self-Declaration List of engineers

					with their certification on the proposed LCAP -as on 31/03/2024
				<b>60</b>	
<b>Total Score</b>				<b>100</b>	
<b>Weighted Score</b>				<b>40</b>	

**@Level of Certifications**

<b>Levels</b>	<b>Mendix</b>	<b>Outsystems</b>
Level 3	Expert	Expert
Level 2	Advanced	Professional
Level 1	Intermediate	Associate

Authorized Signatory of the Bidder with Seal

Date:

Place:

**Annexure – L**  
**Bank Mandate Form**  
*(To be submitted in Duplicate)*

1	Name of Bidder			
2	Address of the Bidder			
	City		E-mail id	
	Pin Code		Contact	
	Phone No. with STD code			
3	Permanent Account Number of Company			
4	GST Number			
5	MSE Registration / CA Certificate 3 (if applicable)			

**Particulars of Bank account:**

Bidder Name in Bank Account																			
Bank Name					Branch Name														
Branch Place					Branch City														
PIN Code					Branch Code														
MICR No.																			
Account type	Saving				Current				Cash Credit										
Account No. <i>as appearing in the Cheque book)</i>																			
<b>Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number</b>																			
IFSC CODE	For RTGS transfer								For NEFT transfer										

5. 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

Authorized Signatory of the Bidder with Seal

Date:

Place:

**Annexure – M**  
**Commercial Bid Form**

The commercial bid should contain the total project cost, on a fixed cost basis. The format for the commercial bid is given below:

**Part A: Software including Licenses for LCAP, DB etc.**

**NB: All licenses procured should be in the name of National Bank for Agriculture and Rural Development.**

S No.	Name of Software Component	License type	Qty	Unit cost (a)	Year 1	Year 2	Year 3	Total cost = C+D+E	GST (b)	Total cost (C+E)	Remarks, if any
			A	B	C	D	E	F	G	H	
1	LCAP	Platform license for DC and DR including all environments	1								
2	Users	User licenses- Internal	2000								
3		User licenses – External	Unlimited								
4	On-Prem Deployment License for DC and DR including all environments		1								
5	One Time on-prem installation and commissioning		1								

6	Cost of Database Licenses (8 cores)	4 no's (32 cores)									Please mention type of DB licenses
7	Any other software	-									Please specify details of the software if any
<b>Total</b>											

**Please note the following:**

- ✓ All the aforementioned licenses should include deployment in both DC and DR setup which may be required for NABARD and its subsidiaries.
- ✓ Bidder has to provide for all DB licenses. If spare capacity for any kind of licenses is available with the Bank, it will be reduced later from the Bills of Material and NABARD will provide for the same.
- ✓ Bidder shall quote software cost with 1<sup>st</sup> year warranty.
  
- ✓ Software including DB or any other component should have respective OEM Support/Enterprise Support and should also comply with the licensing policy of the OEM(s).
  
- ✓ Free access to components/connectors should be provided by the LCAP and no additional cost be added for the same
  
- ✓ Additional licenses should be provided at the same unit cost on pro-rata basis as quoted in Part A during the entire contract period

**Part B: Resource Personnel**

**B.1. Man Month Rate**

Please note that man month is Per Man Day Rate \* 22 days



<b>S. No</b>	<b>Component</b>	<b>Unit Cost in Rs. (Man Month*)</b>
<b>1</b>	<b>A</b>	<b>B</b>
2	Project Manager	
3	Solution Architect	
4	Business Analyst	
5	UI / UX designer	
6	Senior LCAP Certified Developer	
7	LCAP Certified Developer	
8	DevOps Engineer	
9	Quality Assurance Engineer	
10	Support Engineer	



## B.2 Initial Manpower Requirement

Sr. No.	Component	Basic Price (Man Month)	Qty	Total Amount * 36	GST	Total Price
A	B	C	D	E = C*D*36	F	G = E+F
1	Project Manager		1			
2	Solution Architect		1			
3	Business Analyst		1			
4	UI / UX designer		1			
5	Senior LCAP Certified Developer Engineer		1			
6	LCAP Certified Developer		2			
7	Quality Assurance Engineer		1			
8	Support Engineer		1			

<b>Total</b>		9			
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Billing will be on actual deployment/utilization of resources.

## Part C: Training

<b>Sr.</b>	<b>Name of the Item</b>	<b>Batches</b>	<b>Unit cost (a) per batch</b>	<b>Total cost = A*B</b>	<b>GST</b>	<b>Total Cost (C+D)</b>
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>1</b>	Citizen Developer Training – 1 week – 25 users	<b>4</b>				

- ✓ Bidder will extend additional training services, if required by the Bank, anytime during the contract period at the unit rate mentioned above for respective type of training. Bank will make additional payment at the unit rate quoted by the bidder and finalized in the contract for respective type of additional trainings beyond the scope of this tender.
- ✓ The training phase will begin at a later stage, say six months after the commissioning of the platform and will be conducted in batches with the ultimate aim of training the citizen developers within the organization.

**Total Cost:**

<b>S. No</b>	<b>Item</b>		<b>Cost in INR including GST</b>
1.	Software including Licenses for LCAP, users, DB etc.	Total of Part A	
2.	Resource Personnel	Total of Part B.2	
3.	Training	Total of Part C	
	<b>Grand Total</b>		

**Name and Signature of the Bidder:**  
**Business Address:**

**Date**

**Place:**

**Annexure-N**  
**Escalation Matrix**

1. Name of organization: \_\_\_\_\_

Sr. No	Name	Designation	Full Office Address	Contact	Email Address
1		First Level Contact			
2		Second Level Contact (if response is not received in 24 Hours)			
3		Regional /Zonal Head (if response is not received in 48 Hours)			
4		Country head (if response is not received in 1 week)			

Any change in designation. substitution will be informed to the bank immediately

Signature:

Name of Representative:

Designation:

Company Seal:



**Annexure O**  
**Letter of Indemnity and Undertaking**  
(To be Submitted by successful bidder)

Ref No: \_\_\_\_\_

Date: \_\_\_\_\_

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

Dear Sir

**Subject:** \_\_\_\_\_

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to procure the Software Factory, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

We, the said \_\_\_\_\_ Limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorised persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said \_\_\_\_\_ Limited hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents

and other authorized persons against any third-party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said \_\_\_\_\_ Limited hereby also shall agree that we , at our own expense, defend and indemnify NABARD against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the us and against any and all claims by employees, workmen, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said \_\_\_\_\_ Limited shall indemnify, protect and save NABARD and hold NABARD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees, its agents, or employees of the partner's in the performance of the services provided in pursuance of this RFP (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

We, the said \_\_\_\_\_ Limited shall further indemnify NABARD against any loss or damage to NABARD's premises or property, data, loss of life, etc., due to the acts of the Bidder's employees or representatives.

We, the said \_\_\_\_\_ Limited shall further indemnify NABARD against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on NABARD for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) NABARD notifies the bidder in writing in a reasonable time frame on being aware of such claim, (ii) the Bidder has sole control of defence and all related settlement negotiations, (iii) NABARD provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) NABARD does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to NABARD's (and/or its customers, users and service

providers) rights, interest and reputation.

Further, since NABARD's data could be integrated/used under our software and since we would be managing the services, We, the said \_\_\_\_\_ Limited shall be responsible for any loss/compromise or damage to Bank's data.

In the event that NABARD is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, We, the said \_\_\_\_\_ Limited, on our own expense, will undertake to defend NABARD.

#### SCHEDULE

(Please list all the software supplied to NABARD for providing this service)

Yours faithfully

(Name and Designation) of Authorized Official

**Annexure-P**  
**Service Support Form**

Bidder's representative of local office at Mumbai will be the contact point for the NABARD. The Bidder is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both. Please Refer to Eligibility Criteria:

<b>Bidder's Mumbai Office details.</b> (For single point of contact from Corporate Office for any issues on delivery, service support etc.)	<b>Contact person, Designation, Mobile No.</b>	<b>Address</b>
1		
2		

**NOTES:**

- Bidders are required to mention specifically the Name, Address, and Telephone Number of their Service Centre, Mobile No. Email-ID etc. For after Sales Service at the delivery location.

Company Seal

Signature of the Bidder

**Annexure – Q**  
**Pre-Bid Queries Form**

**Clarifications required:**

(Clarification/queries to be submitted in **word document** in the following format)

Name of the Bidder / OEM:				Date of Submission of the Pre-bid queries:
SI.	Page No.	Clause No.	RFP Term	Clarifications and Amendments sought

*(The pre-bid queries are to be submitted in above format and in word document only. These should not be submitted in PDF or Excel format. The queries may be shared through mail to [dit@nabard.org](mailto:dit@nabard.org) and copy may be marked to [bhavna@nabard.org](mailto:bhavna@nabard.org) and [vikas.yadav@nabard.org](mailto:vikas.yadav@nabard.org))*

**Annexure-R**  
**Document Check List**

Bidders should submit the following documents as part of Technical & Commercial Bid.

<b>Sl. No</b>	<b>Check List</b>	<b>Annexure</b>	<b>Enclosed Yes / No</b>
	<b>Technical Bid</b>		
1.	Bid Submission & Conformity Letter	<u><a href="#">A</a></u>	
2.	Letter Of Authorization to Bid	<u><a href="#">B</a></u>	
3.	RFP Download Declaration	<u><a href="#">C</a></u>	
4.	Pre-Contract Integrity Pact	<u><a href="#">D</a></u>	
5.	Non-Disclosure Agreement Form	<u><a href="#">E</a></u>	
6.	Confidentiality Undertaking Format	<u><a href="#">F</a></u>	
7.	Non-Blacklisting Declaration	<u><a href="#">G</a></u>	
8.	Format for furnishing bank Guarantee in lieu of Earnest Money Deposit	<u><a href="#">H</a></u>	
9.	Declaration on EOI documents authenticity	<u><a href="#">I</a></u>	
10.	Bidder's Minimum Eligibility Criteria Checklist	<u><a href="#">J</a></u>	
11.	Technical Bid Form	<u><a href="#">K</a></u>	
12.	Bank Mandate Form	<u><a href="#">L</a></u>	
	<b>Commercial Bid</b>		
1.	Commercial Bid Form	<u><a href="#">M</a></u>	

	<b>Documents to be submitted by Successful Bidder</b>	<b>Annexure</b>	<b>Enclosed Yes / No</b>
1.	Escalation Matrix	<u><a href="#">N</a></u>	
2.	Letter Of Indemnity and Undertaking	<u><a href="#">O</a></u>	
3.	Service Support Form	<u><a href="#">P</a></u>	
4.	Service Level Agreement	<u><a href="#">Q</a></u>	
5.	Document Check List	<u><a href="#">R</a></u>	
6.	Service Level Agreement for the Software Factory	<u><a href="#">S</a></u>	
7.	Declaration on Software Licenses	<u><a href="#">T</a></u>	

*If the Technical Bid documents does not contain Bid Security, Cost of Bid, Bid Form, Technical Compliances and Authorisation Letter along with supporting documents such as Power of Attorney/ Board Resolution, etc., the Bids may not be considered for further Evaluation.*

**Annexure – S**  
**SERVICE LEVEL AGREEMENT FOR THE**  
**SOFTWARE FACTORY**

This SERVICE LEVEL AGREEMENT, made on this \_\_\_\_\_(day) of \_\_\_\_\_, 2024 (hereinafter referred to as the “**SLA/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 Authorized 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, assigns) of the FIRST PART;

AND

\_\_\_\_\_, a \_\_\_\_\_ incorporated under the (\_\_\_\_\_) and having its registered office at \_\_\_\_\_, together with its Affiliates and represented herein by its Authorized Signatory, (Shri \_\_\_\_\_, (name, designation & vertical or division, etc.) 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 SECOND PART.

As the context may require, the Service Provider and NABARD shall, collectively hereinafter be referred to as “Parties” and individually as “Party”.

**WHEREAS:**

- 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 Software Factory 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 Software Factory (“**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 Software Factory 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**

**The terms used** but not defined in this Agreement shall have the meaning given to such terms in the Agreement. The following terms shall have the meanings assigned to them herein below:

“**Application Development**” means any tools developed on the specific needs of NABARD for any internal or external use;

“**Affiliate**” of either Party means a person or entity, directly or indirectly, Controlling, Controlled by, or under common Control with such Party;

“**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;

“**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 Sunday or any day on which the banks in India are closed for business;

“**Consumables**” means any items purchased to run the IT operations and make end user productive

“**Contract Price**” shall mean the total consideration to be paid by NABARD to the Service Provider as agreed under the Principal Agreement;

“**Customization**” – means making changes to an Off-the-Shelf software/hardware to meet Bank's requirements

“**Discloser**” means the Party disclosing Confidential Information;

“**Effective Date**” shall mean the date of commencement of the Support Services and all other obligations of the Service Provider hereunder i.e., [•];

“**Equipment**” means any physical appliance that requires installation at the NABARD premises

“**Escalation**” means any unresolved queries or service requests in prescribed timeline.

“**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, nationalization;
- 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.

“Go-Live” means the implementation of the Software Factory solution/application is complete as under:

- The delivery and installation of Software Factory and other necessary softwares are completed.
- The application is ready for usage by the end users.
- The production system is running smoothly as expected and received signoff from competent authority.

**“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;

**"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,
- d. 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.

“**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 Software Factory, by the Service Provider and maintenance, support and upgradation thereof, pursuant to the Principal Agreement;

“**Recipient**” means the Party receiving Confidential Information;

“**Reports**” means information from the services in desired format.

“**Response Time**” means the elapsed time between the receipt of a Support Call and the target time within which Service Provider Support as verified by a written confirmation to NABARD.

“**Resolution Time**” means the time between the receipt of a Support Call and the target time within which Service Provider resolves the issue as verified by a written confirmation to NABARD.

“**Scheduled Business Operation Hours**” is from 8:00 AM to 8:00 PM (IST) on Business Days

“**Service**” means any installation, support which makes good of failed service either

pre agreed or as requested by NABARD

**“SLA”** – SLA means this Service level Agreement which defines the services provided, the indicators associated with these services, acceptable and unacceptable service levels, liabilities on the part of the Parties and actions to be taken in specific circumstances.

**“Support Services”** means the services to be provided by the Service Provider to NABARD as set out in Part C (Support Service) and Schedule I of this Agreement;

**“Support”** means implementation support in the form of supply, installation, implementation, commissioning, maintenance of the software and maintenance of the desired Service Levels to provide quality customer service to NABARD.

**“Support Term”** is the period starting from the date of this Agreement, consisting of (a) warranty duration, and

(b) post-warranty Annual Maintenance of duration for the delivery of Support. It will also mean such further extensions or renewals undertaken in accordance with 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 I 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;

**“The software”** means any tools deployed either Off-the-shelf purchase or developed for the purpose of NABARD by the Service Provider

**“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.

**“Upgrade”** means an improved version of the whole or any part of the System.

**“Warranty Period”** means a period of 36 months commencing from the date of Go-

Live of the Software Factory as per the terms of the Principal Agreement/Work order/Purchase order.

## **2. INTERPRETATION:**

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. 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.

## **3. SCOPE OF DOCUMENT**

This Agreement has been executed in relation to supply & delivery, implementation and support portion of the Project between the Parties. The detailed Service Levels have been set out in this Agreement in the Schedule I.

This Agreement shall ensure the following:

- a) Establishment of mutual responsibilities and accountability of the Parties;
- b) Definition of each Party's expectations in terms of services provided;
- c) Establishment of the relevant performance measurement criteria;
- d) Definition of the availability expectations;
- e) Definition of the escalation process; and
- f) Establishment of trouble reporting single point of contact;

## **4. SUPPORT SERVICES**

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 I 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 I.

### **4.1. Service Levels**

The Service Provider shall comply with the relevant Service Levels set out in Schedule I of this Agreement. 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.

### **4.2. Maintaining Service Levels**

- 4.2.1 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.
- 4.2.2 The Service Provider shall submit monthly reports on the 7<sup>th</sup> 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.
- 4.2.3 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 on the basis of the time to be spent and materials required for such services.

## **5. ANNUAL MAINTENANCE CONTRACT (AMC)**

- 5.1 Service Provider shall offer comprehensive support under AMC, etc. supplied at Data Centre (DC) or Disaster Recovery (DR). The support will also cover proactive system health check and reporting. However, this monitoring shall require NABARD's permission with relevant access levels to the Systems.
- 5.2 AMC support shall be provided on 24 x 7 x 365 basis.
- 5.3 Software maintenance services: Software maintenance services include providing support for software deployed. This also includes bug fixing, applying patches and upgrades (both major and minor), fixing of vulnerabilities/ defects identified through VAPT exercise or IS Audit or any other audit/observations, fine tuning of databases based on Database Tuning exercise, etc. The Service Provider shall ensure that during version upgrades and version migrations, customizations already done are carried over successfully.
- 5.4 The Service Provider shall maintain the application tuned for optimum performance and shall provide application utilization metrics (e.g., Process/Module names, no. of transactions executed, process execution time metrics, delayed process, abandoned processes, etc.)
- 5.5 The Service Provider will sign agreements with OEMs for any support services required from them and shall be responsible for any SLA in this regard, which shall be agreed between NABARD and Service Provider.

## **6 AUDIT SERVICES**

6.1 If it is desired by NABARD/Reserve Bank of India or any regulatory authority of the country, the Service provider shall subject themselves to an audit of the systems and processes followed by the Service Provider for the product supplied to NABARD as also the processes/services, by which, support is being provided to NABARD, including support services, escalation methodologies, change management processes, etc. as per the risk parameters finalized by the NABARD/ such auditors.

6.2 The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the NABARD or as per mutual agreed proportion. No Audit or inspection will be allowed till Service Provider has received at least 5 business days' prior written notice for Audit or inspection conducted by NABARD, while prior notice may not be given for Audit or inspection conducted by Regulatory authority.

6.3 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by 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. The Service Provider shall provide certification of the auditor to NABARD regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies were observed.

6.4 NABARD reserves the right to call and/or retain 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 NABARD.

## **7. PERSONNEL AND INSPECTION OF RECORDS**

7.1 The Service Provider shall coordinate with the Authorized Representatives of NABARD, for continuous monitoring and assessment by NABARD of the Support Services provided under this Agreement.

7.2 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.

7.3 The Service Provider shall maintain electronic books of accounts, logbooks 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.

7.4 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 7.3 (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.

7.5 Upon receipt of formal communication 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.

7.6 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.

7.7 Manpower hiring – the duties/ obligations, regulatory compliance on the part of the Service provider, particularly compliance with respect to the Contract labour Act and other labour laws to be fulfilled by the Service Provider

## **8. SUPPORT BY NABARD**

8.1 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.

8.2 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.



- 8.3 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.
- 8.4 NABARD shall annually review the financial and operational condition, security practices and control processes, performance during the year of the service provider to re-assess its ability to continue to meet outsourcing obligations in order to ensure its preparedness for business continuity.

## **9. TRAINING SERVICES**

- 9.1 Service Provider to offer training to NABARD's employees and Client Institutions as defined in the RFP on the software/hardware covering features, facilities, operations, implementation, trouble shooting, system administration, audit, MIS including report generation, etc.
- 9.2 Service Provider shall provide handholding support during pre and post implementation and rollout phases with the adequate number of competent support persons for the period as specified in the RFP.
- 9.3 Service Provider to provide manuals for reference in handling of operation and running the software/hardware etc.
- 9.4 Training - While On-site training is the norm, web-based training could also be considered keeping in view exigencies as decided mutually. Where Web based training is provided, on-site training could be considered at a later point. Online and offline content also to be part of Training set up and knowledge transfer. Simple and easy to understand short videos on various features, wherever needed; functionalities and workflows may be designed as ready reckoner to further accelerate the training process. SERVICE PROVIDER may need to coordinate and provide content for the development of e-learning modules of NABARD.

## **10. PERFORMANCE MEASUREMENTS**

- 10.1 Monitoring, tracking and providing reports on performance parameters as described in the Schedule I during the Warranty and the AMC period.
- 10.2 Providing services based on timelines and completion of the same as mentioned in the Schedule I

10.3 Change Requests (CRs): Any changes in the application(s) shall be handled onsite by the concerned teams. Any change requests for application(s) would have to be first cleared by NABARD. After finalizing the proposed change, a Business Requirement Document (BRD) will be prepared followed by development, UAT testing and movement to production.

## 11. PERIODIC REVIEW PROCESS

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

- The environment has changed.
- The customer's expectations or needs have changed.
- Workloads have changed.
- Better metrics, measurement tools and processes have evolved.

The SLA will be reviewed as deemed necessary by NABARD. Contents of this document may be amended as and when required, provided mutual agreement is obtained and communicated to all affected parties.

## 12. EXCLUSIONS

The Parties agree that the Support services will be provided only on the OEM Licensed products and services thereof and Service Provider shall not support software that is altered or modified independently by NABARD, or any combination of any with other services, which are not covered under the SLA Agreement.

Support by Service Provider shall not include, by default but may provide at additional cost, if solicited by NABARD -

- a) the restoration of any service that has been lost due to the failure of NABARD.
- b) the correction of any error, malfunction, or fault in the Software due to a failure on the part of NABARD to operate the System in accordance with the Technical Documentation provided by Service Provider.
- c) the correction of any error, malfunction or fault in the Scope due to any accident or disaster affecting the system on which the System is located.
- d) the correction of any error due to input error from any other software that is/has been

interfaced with the Licensed Software.

### 13. ADDITIONAL SERVICES

13.1 Service Provider may provide additional services such as advisory and consultancy on such terms and conditions as may be mutually agreed between the parties. These services will be made available on a time and materials basis.

13.2 NABARD regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the system. The Service Provider shall make suitable changes as per the recommendations emerging from VAPTs emerging within the contract period at no additional cost to NABARD. The vulnerabilities so identified may be fixed by the Service Provider within the predefined timeline as follows:

Sr. No.	Severity	Impact	Resolution Time
1	Critical & High category Vulnerabilities	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.	Within 30 (thirty) days of intimation
2	Medium Category Vulnerabilities	Exploitation provides only very limited access to attacker.	Within 45 (forty-five) days of intimation
3	Other Category Vulnerabilities	Very little impact on an organization's business or operations.	Within 90 (ninety) days of intimation

13.3 In cases of Service Provider dealing with applications hosted over third- party infrastructure outside NABARD DC, necessary logs generated by the applications to be provided by the Service Provider to the NABARD on a quarterly basis or as and when needed by the NABARD (whichever is earlier).

#### **14. INTELLECTUAL PROPERTY OWNERSHIP**

Each Party agrees that it will not have any ownership claim in the other Party's Background Intellectual Property; and grants the other Party and the Third-Party sub-contractor appointed in terms of Clause (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.

#### **15. CONFIDENTIALITY**

- a. All data captured and reported by Service Provider to the NABARD in connection with terms of this agreement shall be deemed to be "Confidential Information" for the purpose of this clause and cannot be disclosed by Service Provider without written consent of NABARD. Likewise, any information provided by NABARD in terms of this agreement shall also be deemed to be 'Confidential Information' for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to NABARD) should be returned back to NABARD. Likewise, the data captured by Service Provider and retained by Service Provider is purely for providing service and based on the agreement entered into with the NABARD. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Service Provider will be property of NABARD. The Provision of Confidential Information shall survive termination or expiration on this agreement.
- b. Service Provider shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of NABARD's information and data in its possession and to prevent unauthorized access thereto or use thereof.

#### **16. SUBCONTRACTING**

- a. Service Provider may engage the services of sub-contractors to perform any of its duties with the prior written permission of NABARD. Unless otherwise agreed in writing, no sub-contracting of such duties shall relieve Service Provider of responsibility for their due performance.
- b. The Service Provider shall ensure that the sub-contractor is bound by the terms of this Agreement as applicable. A copy of contract details entered between Service Provider

and sub-contractor to be made available by the Service Provider to NABARD within 30 days of engaging the sub- contractor.

- c. Service Provider agrees that it shall not transfer/assign to any of its rights and/or obligations under this agreement to any entity including affiliates without the prior written permission from NABARD.
- d. If the parties undergo a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this agreement shall be considered to be transferred to the new entity and such an act shall not affect the rights and obligations under this Agreement.
- e. NABARD, including its' auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another Service Provider.
- f. The Service Provider shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, 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 requested.
- g. In relation to a Third Party sub-contractor appointed in terms of this Clause 16 (Subcontracting), NABARD may, withdraw its approval and direct the Service Provider to terminate the appointment of such Third Party subcontractor 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 NABARD, the Service Provider shall terminate the appointment of such Third Party sub- contractor, provided that nothing contained in this Clause 16 (Subcontracting) shall effect the right of the Service Provider to appoint any other Third-Party sub-contractor in terms of this Clause 16 (Subcontracting).

## **17. 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.

## **18. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**a.** Service Provider hereby represents and warrants to NABARD that:

- i.** it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organisation;
- ii.** 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;
- iii.** 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;
- iv.** 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;
- v.** 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.

- vi. 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;
- vii. the Service Provider has the requisite infrastructure, facilities and systems, including adequate skill, know-how, and manpower to fulfil its obligations under this Agreement on its own and shall undertake all Support Services and obligations under this Agreement on a first priority basis;
- viii. Service Provider shall exercise highest standards of skill, care, and due diligence in performance of its Support Services and obligations under this Agreement;
- ix. 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;
- x. The Service Provider shall provide Support Services in accordance with the specifications set out under this Agreement;
- xi. Service Provider will not violate the Intellectual Property Rights of Third Parties whilst providing the Support Services;
- xii. 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 ) 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;
- xiii. 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;

- xiv. 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;
- xv. 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;
- xvi. 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;
- xvii. 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.
- xviii. 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.
- xix. 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.
- xx. Appropriately qualified personnel appointed by the Service Provider shall perform Support Services as listed in Schedule I 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.



**19. WARRANTIES POST SLA EXPIRY**

SERVICE PROVIDER warrants that the Support services will be performed by appropriately qualified personnel with due care and diligence and to such high standards of quality as it is reasonable for Service Provider to expect in all the circumstances post the SLA expiry.

**20. NOTICES**

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

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

Address of NABARD	Address of Service Provider
Name & Designation:	Name & Designation:
Postal Address/ Office Address:	Postal Address/ Office Address:
Contact No.	Contact No.
Copy Sent to:	Copy Sent to:

**21. INDEMNIFICATION**

- a. 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:
  - i. The non-performance and non-observance of any of the terms and conditions of this Agreement by the Service Provider;acts or omissions of the Service Provider which amount to negligence or wilful misconduct;
  - ii. any infringement or alleged infringement by the Service Provider of a Third Party's Intellectual Property;
  - iii. any infringement or alleged infringement by the Service Provider of

- NABARD's Intellectual Property and/or Material;
- iv. failure by the Service Provider to fulfil its obligations under any applicable Law.
- b. 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
  - c. 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.
  - d. The rights of NABARD pursuant to this Clause (*Indemnification*) shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to 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.

## **22. TERM AND TERMINATION**

### **22.1 Term**

This Agreement shall commence on and from the Effective Date and shall remain valid until the subsistence of the Principal Agreement/Work order/Purchase order (including all renewals thereof) ("**Term**"), unless terminated earlier in accordance with Clause 23.2 (*Termination*).

### **22.2 Termination**

#### **22.2.1 Order Cancellation/ Termination of Contract**

NABARD reserves its right to cancel the entire/ unexecuted part of Purchase Order at any time by without assigning appropriate reasons in the event of one or more of the following conditions:

- a. Delay in Implementation of the Project beyond the specified periods for reasons solely ascribed to the Service Provider.
- b. Serious discrepancies noted in the implementation of the project.
- c. Breaches in the terms and conditions of the Purchase Order.

- d. Project adversely affecting the Core Systems or Core Business of the NABARD and the normal functioning of the Offices of NABARD.
- e. If Service Provider fails to upgrade any or all of the critical hardware /software within the period(s) specified in the Contract or within any extension thereof granted by the NABARD.
- f. If Service Provider fails to perform any other obligation(s) under the Contract.
- g. If Service Provider is not providing after sales and maintenance services and the calls are not attended for three or more occasions, NABARD is at liberty to terminate the Contract by giving 30 days' 'Notice'. If Service Provider provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.
- h. In addition to the cancellation of purchase order, NABARD reserves its right to invoke the Performance Bank Guarantee given by the Service Provider after giving notice.
- i. Termination in all circumstances will mean a proper transition with data transfer in a readable format along with all knowledge documents. Transition to take within a month unless extended by mutual consent.
- j. NABARD, without prejudice to any other remedy for breach of contract, by giving 30 days' written notice of default sent to Service Provider and if Service Provider fails to cure the default within the notice period, may terminate this Contract in whole or in part.

#### 22.2.2 Effect of Termination

- a. Service Provider agrees that it shall not be relieved of its obligations under the Reverse Transition Mechanism notwithstanding the termination of the Contract/assignment. Reverse Transition Mechanism would typically include service and tasks that are required to be performed /rendered by Service Provider to NABARD or its assignee to ensure smooth handover and transitioning of NABARD's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.
- b. All the terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- c. Service Provider agrees that after completion of the Term or upon earlier termination of the Contract/assignment Service Provider shall, if required by

NABARD, continue to provide warranty services to the NABARD at no less favorable terms than those contained in RFP/Agreement. In case NABARD wants to continue with the Service Provider after the completion of this contract then Service Provider shall offer the same or better terms to NABARD. Unless mutually agreed, the rates shall remain firm.

- d. NABARD shall make such prorated payment for services rendered by Service Provider and accepted by NABARD at the sole discretion of NABARD in the event of termination, provided that Service Provider is in compliance with its obligations till such date. However, no payment for “costs incurred or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to Service Provider.
- e. Notwithstanding the termination or expiry of this Agreement, all rights granted to NABARD pursuant to this Agreement shall survive.
- f. Service Provider shall:
  - i. return any and all Confidential Information of NABARD, whether in written or electronic form, and shall not 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 returned.
  - iii. Provide Declaration of return or destruction of confidential information to NABARD. The last AMC payment will be made on provision of above declaration.

22.2.3 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.

### **23. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

- a. This Agreement shall be governed by the laws of India.
  - b. 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”).
  - c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.
  - d. The seat & venue of the same shall be in Mumbai (as agreed in RFP)
  - e. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.
  - f. The language of the proceedings shall be in English.
  - g. 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
  - h. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party’s specified address. The same has to be acknowledged by the receiver in writing.
- a. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
  - b. For the purpose of all notices, the following shall be the current address:

The Chief General Manager

#### **24. INDEPENDENT CONTRACTOR**

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

#### **25. ESCROW ARRANGEMENT**

NABARD and (insert name of Service Provider) agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the software product supplied/ procured by (Service Provider) to NABARD in order to protect its interest in an eventual situation. NABARD and the service provider shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of source code and the obligations of the escrow agent. Costs for the escrow will be borne by the Service provider. As part of the escrow arrangement, the service provider will provide a detailed code documentation of the solution, which has been duly reviewed by an external independent organisation for its validity.

#### **26. FEES**

The Service Provider agrees and acknowledges that the amounts paid under the Principal Agreement/Work order/Purchase order 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.

#### **27. FORCE MAJEURE**

1. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is due to an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lock-outs, epidemic, pandemic and freight embargoes.
2. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
4. Notwithstanding the above, the decision of the Bank shall be final and binding on the bidder.

## **28. LIQUIDATED DAMAGES**

- a. NABARD shall be entitled to recover liquidated damages as set out in Schedule I from the Service Provider for breach of Service Levels.
- b. Except as otherwise specified under Schedule I, 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 of TCO per week or part thereof of the unperformed services subject to maximum of 10% of TCO. 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.
- c. 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.
- d. 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/Work order/Purchase order) or which may become due to the Service Provider. Any such recovery of penalty

shall not in any way relieve the Service Provider from any of its obligations to complete the Support Services or from any other obligations and liabilities under this Agreement.

## **29. MISCELLANEOUS**

- a. This agreement shall be effective for a period of 03 years from the date of the issuance of the Purchase Order unless terminated as per the clause provided in this agreement.
- b. All the terms and conditions stipulated in the RFP dated \_\_\_\_\_ regarding Software Factory are considered as part and parcel of this agreement.
- c. Any provision in this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and is signed by both the parties to this Agreement; in the case of an amendment by each party, or in the case of waiver by the Party against whom the waiver is to be effective.
- d. Either party or its employees and representatives shall not use the name and/or trademark/logo of the other party in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of the other party.
- e. Terms of Payment: In consideration of the Services and subject to the provisions of the RFP and this Agreement, NABARD shall pay the amounts in accordance with the Terms of Payment Schedule of the Purchase Order.
- f. Service Provider shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.
- g. Service Provider will not release any factual information concerning these SLAs Agreement to any person/news media without prior permission of NABARD.
- h. 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.

- i. 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.
- j. 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 in hard form.
- k. This Agreement shall be deemed to be incorporated as part of the Principal Agreement/Work Order/Purchase Order by reference. This Agreement along with the Principal Agreement/Work Order/Purchase Order 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.
- l. 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.
- m. The Parties agree that in the event of any conflict between the provisions of this Agreement and the Principal Agreement/Work Order/Purchase Order, the provisions of the Principal Agreement/Work Order/Purchase Order shall prevail.

THIS AGREEMENT shall be executed in two numbers, one will be kept with NABARD and the other with \_\_\_\_\_ **(Service Provider)**.

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

**NABARD** \_\_\_\_\_

Signature: \_\_\_\_\_

**(Name of Service Provider)**

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Signature:

---

Name :

Name:

Title :

Title :

Place :

Place :

Date :

Date :

**WITNESS**

*Signature* : \_\_\_\_\_

Name :

Address :

**WITNESS**

*Signature* : \_\_\_\_\_

Name :

Address :

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**SCHEDULE - I**

**Part A**

**Project Management**

1. The Service Provider shall manage the delivery and implementation of the Software Factory in a structured, organized, and cost-effective manner.
2. Project Management Service Levels

<b>Type</b>	<b>Measurement</b>	<b>Liquidated Damages</b>
Delivery, installation and commissioning of software	Delay from timelines defined in Chapter 05 Delivery and Payment Schedule	0.05% of the Part A of the commercial bid form for each calendar week of delay
Setting up Onsite Development Team	Delay from timelines defined in Chapter 05 Delivery and Payment Schedule	1% of the Part B of the manpower cost for each calendar week of delay
Go-Live of first application	Delay from timelines defined in Chapter 05 Delivery and Payment Schedule	0.2% of the Part A of the commercial bid form (Annexure L) for each calendar week of delay
Providing replacement for outgoing employee before exit of such employee	Delay from mutually agreed timelines defined in point 3 of Setting up of Onsite Development Team on Page	1% of the payment of outgoing employee for each calendar week of delay

Documentation Updates (both technical and functional)	Service Provider provides documentation later than 1 week after UAT is completed.	0.5% of the Software Factory cost or Implementation cost or training cost whichever is applicable, for each calendar week of delay
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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 Software Factory shall be a maximum of 10% of the Contract Price.

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## **Part B**

### **Project Quality Levels**

1. The Service Provider shall apply appropriate process and practices in order to deliver high quality services/solution to NABARD.

#### Support Priority Levels

Priority	Criticality	Description	Within Warranty Period		Post Warranty period	
			Initial Response Time	Resolution Time	Initial Response Time	Resolution Time
P1	Critical	Indicates a reported incident where the Software Factory is completely unavailable and inaccessible to all users.	Within 30 minutes	150 minutes	Within 30 minutes	150 minutes
P2	Critical	The Software Factory is available; however, its functionality or performance is severely affected.	Within 60 minutes	360 minutes	Within 60 minutes	360 minutes
P3	Semi-critical	Software Factory is available and usable with partial, with non-critical loss of functionality.	Within 120 minutes	720 minutes	Within 120 minutes	720 minutes
P4	Non-critical	General enquiries on the product use, support and documentation.	Next Business Day	Next Business Day	Next Business Day	Next Business Day

## PART C

### System Maintenance & Support Services

1. The Service Provider shall guarantee a minimum of uptime of 99.5% per month for the Software Factory. 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.  
The Downtime calculated shall not include any:
  - i. Failure of Power, Network etc. in NABARD
  - ii. Preventive maintenance activity and
  - iii. Force Majeure.

Performance (%) =  
(Total contracted minutes per month – downtime minutes within

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contracted minutes per month) \*100)

Total contracted minutes per

month Penalty for shortfall in Performance

compliance level:

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

Sr.No	Shortfall in Performance	Penalty
1	>0.5% and <= 1%	50,000
2	>1 % and <=3%	1,00,000
3	>3% and <= 5%	1,50,000
4	>5%	2,00,000

Total of such penalties shall not exceed **10%** of the contract price/Purchase order value.

### **Type of support mode**

#### **a. Support mode**

The proposed scope for type of Support and mode to be provided by Service provider is as under:

<b>Support mode</b>	<b>Description</b>	<b>Remarks</b>
Email	Auto trigger of eMail or user raised request by eMail to designated eMail ID	<i>As applicable</i>
Call	Call the specific service number for logging any issue, follow up or escalation	<i>As applicable</i>
Chat	Support request by chat, if available	<i>As applicable</i>
Visit	Service Engineer visiting the site for resolution of concern	<i>As applicable</i>
Remote Support	Provide remote access by VPN for authorized personnel for immediate remediation or be available on call	<i>Need based</i>

**b. Support Window**

<b>Support window</b>	<b>Description</b>	<b>Remarks</b>
Support Window	Time defined for any service requests for remediation	Email 24Hrs, Call – 8 AM to 8 PM
Support days	Time defined for any service requests for remediation	24 x 7 (Excluding Holidays & Sundays unless any administrative exigencies arise)

**c. Support Escalation**

All incidents that exceed the response time will be escalated to the escalation contacts listed below for NABARD and Service provider under the Escalation Matrix:-

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



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Single Point of contact (SPOC):

Name

Designation

Phone

Email

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

**ANNEXURE-T**  
**Declaration on Software Licenses**

(On the organization's letter head)

Ref No: \_\_\_\_\_

Date: \_\_\_\_\_

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

Sir,

Subject: .....

Kindly refer to your RFP No. .... published on the website *www.nabard.org* downloaded from electronic media. We wish to confirm that we will adhere to provide latest version of frameworks, enterprise database, front-end tools, back-end tools and applications connected via APIs. The versions shall be updated from time to time as per availability. On failure to provide latest versions, NABARD may withhold payments and encash PBG submitted by Vendor.

Yours

Sincerely,

Date:

Signature of Tenderer with Seal:

Phone:

Fax No.:

E-mail:

## ANNEXURE-S

### Brief description of functions of Departments of NABARD

#### 1. Business Initiatives Department:

Business Initiatives Department (BID) was formed to provide direct credit support under new business initiatives to various clients which extended assistance for rural development.

Accordingly, the major products being dealt by BID at present are:

- a. NABARD Infrastructure Development Assistance (NIDA)
- b. Direct Refinance Assistance (DRA) to Co-operative Banks
- c. Credit Facility for Federations (CFF)
- d. Dairy Processing & Infrastructure Development Fund (DIDF) etc.

#### 2. Central Vigilance Department:

CVD performs the following functions:

- a. Deal with matters concerning vigilance cases of employees
- b. Examine complaints received from the public, the Department of Financial Services (DFS), the Ministry of Finance, Government of India, the Central Vigilance Commission (CVC), Government of India, the Central Bureau of Investigation (CBI), etc.
- c. Furnish the required information to the CBI, CVC, DFS, MoF- GoI etc.
- d. Liaison with the above-named agencies in matters of mutual interest
- e. Implement preventive vigilance mechanisms by way of periodical monitoring of inspection reports, audit reports, contracts, NPAs and Preventive Vigilance Inspections (PVI) of Regional offices, Training Establishments and Head Office departments
- f. Explore sensitive areas of concern
- g. Provide suggestions for systemic improvement.

#### 3. Corporate Communications

Department: Core  
Functions of the  
Department :

- 1) Devising internal and external communication strategies
- 2) Brand building initiatives
- 3) Engagement with media
- 4) Documentation and filming
- 5) Managing NABARD's online presence
- 6) Publication of magazine, brochures, coffee table books, etc.

#### 4. Corporate Planning Department:

The Corporate Planning Department (CPD) of NABARD undertakes the key responsibility of integrating various functional departments of the organisation. It is the window through which NABARD interfaces with the Government of India on policy related matters and with various international bodies for funding of developmental projects. The analysis

undertaken by the department helps the organisation in presenting macro perspectives about policy- related issues to the Government besides helping NABARD in undertaking annual credit planning and budgeting exercises.

5. Department of Economic Analysis & Research:

The Department of Economic Analysis and Research (DEAR) provides policy and action-oriented research support through macro-level data analysis and field- based feedback on issues of relevance to NABARD, the government, and other stakeholders. It specialises in knowledge-driven activities relating to agriculture and rural development, as per the mandate of NABARD.

6. Department of Information Technology:

The modernisation of IT systems, networks, and platforms is imperative for the organisation to remain relevant and develop effective and efficient solutions. The key objective of the department is to provide such robust, secure and agile IT systems and services to the bank in consonance with the latest available technology.

7. Department of Premises, Security and Procurement:

Coverage of activities of this department is broadened to take care of all works relating to our premises, logistics and infrastructure support. And is functionally bifurcated into three main Sections, viz. Premises, Security & Procurement.

8. Department of Refinance:

DOR mainly deals with Short-term refinance for production credit activities contributing to food security, Medium-term and long-term refinance for investment credit activities for giving a boost to private capital formation in agriculture. DOR also acts as a subsidy channelizing agency for various Government of India schemes.

9. Department of Storage and Marketing:

It administers the funds allocated by Government of India for supporting the creation of warehouse infrastructure for scientific storage of food grains in the country.

10. Department of Subsidiaries and Strategic Investments:

It provides focused attention to the strategic investments of NABARD

in its subsidiaries, equity investments and contributions to Alternative Investment Funds.

11. Department of Supervision:

Section 35(6) of the Banking Regulation Act, 1949 (AACS), empowers NABARD to conduct inspection of State Cooperative Banks (StCBs), District Central Cooperative Banks (DCCBs) and Regional Rural Banks (RRBs). In addition, NABARD has also been conducting periodic inspections of state level cooperative institutions such as State Cooperative Agriculture and Rural Development Banks (SCARDBs), Apex Weavers Societies, Marketing Federations etc., on a voluntary basis.

12. Farm Sector Development Department:

The objective of the department is to formulate policies and implement multifarious farm sector initiatives under various programmes aimed at conserving and managing natural resources, accelerating ground level credit flow by rural financial institutions, Promoting incremental agricultural production and productivity etc.

13. Finance Department:

Finance department plays an important role in overall functioning of NABARD. It ensures availability of funds for the Business departments and Development departments of the Bank as and when required. Core Functions of the Department are Raising of Resources, Liquidity Management (inward & outward remittances), Treasury Operations, Managing Superannuation Funds (Gratuity, Pension, etc.)

14. Human Resource Management Department:

It is engaged with the critical job of recruiting the right people, placing them appropriately, managing human resources for optimizing business, business and development support services, and other functions.

15. Inspection Department:

The major functions of the Inspection Department are as under:

- 1) To provide quick and direct feedback to the management on performance of the ROs / TEs / HODs / Subsidiaries by carrying out a critical appraisal of the performance of the constituent units in all aspects covering their operations, planning, development and regulatory work, human resource management, housekeeping, etc.
- 2) To examine the efficacy of the existing systems and procedures laid down, and adherence thereto by the constituent units and to provide feedback and early warning signals for bringing about policy

changes for implementation of more effective systems and procedures.

- 3) 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.

#### 16. Institutional Development Department:

The rural financial system in the country needs a strong and efficient credit delivery system, capable of taking care of the expanding and diverse credit needs for agriculture and rural development. Rural Cooperative Banks (RCBs) and Regional Rural Banks (RRBs) are two important institutions involved in delivery of rural credit. Institutional Development Department (IDD) has been at the forefront in this direction, engaging directly and indirectly with Rural Financial Institutions (RFIs) since the inception of NABARD. It has been initiating various projects and programmes to encourage development of a strong rural financial eco-system, in a sustainable manner. The Department undertakes these initiatives to improve the health of RCBs and RRBs in association with Government of India (GoI), Reserve Bank of India (RBI) and State Governments and Sponsor Banks for RRBs.

#### 17. Law Department:

The Law Department of NABARD was set up to manage the bank's legal affairs and provide in-house legal consultancy to management and various Head Office Departments, Regional Offices and Training Establishments. NABARD has constituted legal services under NABARD (Staff) Rules, 1982.

The aim of Law Department is to prevent litigation and other legal problems for the institution and in case litigation becomes unavoidable, deal with the same in an efficient manner.

#### 18. Micro Credit Innovations Department:

Core functions include Promotion of Self Help Group – Bank Linkage Programme (SHG-BLP), WSHG scheme of GOI, Promotion of Joint Liability Groups (JLGs) and their financing by banks, Digitisation of SHGs- EShakti etc.

#### 19. Off Farm Development Department:

NABARD has evolved several refinance and promotional schemes for development of the Off-farm Sector and has been making constant

efforts to broad base, refine and rationalise its schemes in response to the need at the field level.

The focus has been on programmes that enable increased credit flow, provision of credit to the unreached, and provision of linkages for small, cottage and village industries, handloom, handicrafts and other rural crafts and service sector in rural areas.

20. Rajbhasha Division:

Rajbhasha Division was constituted in NABARD for ensuring implementation of official language (OL) policy of Government of India (GoI) and provisions of the Official Languages Act, 1963 (as amended in 1967) and Official Languages Rules, 1976.

21. Risk Management Department:

Core functions of the department include placement of a sound risk management framework in the Bank, Formulation, and revision of the 'Enterprise Risk Management Policy' of NABARD, Identification and diagnosis of Credit Risks in NABARD through introduction of proper policies, systems, standard operating procedures, risk rating tools and forecast mechanisms, Management of Market Risks within acceptable level etc.

22. Secretary's Department:

Secretary's Department acts as Secretariat to the Board of Directors of NABARD and attends to all liaison and coordination work with Head Office Departments/Regional Offices for execution of various directions/decisions of the Board and Board Level Committees. The Department acts as a nodal department for liaising with Government of India and Reserve Bank of India in the matters relating to the Board, NABARD Act, and General Regulations, etc.

23. State Projects Department:

The State Projects Department (SPD) provides loans from the Rural Infrastructure Development Fund (RIDF) with the objective of supporting public sector capital investment in rural infrastructure through providing low-cost fund support to State Govts and State-Owned Corporations.

24. Department of Financial Inclusion and Banking Technology:

Core Functions of the Department include giving high priority to the agenda of financial inclusion, expanding the scope of various financial literacy activities and coverage of capacity building initiatives through banks and institutions is a thrust area of Financial Inclusion Fund (FIF).

Sensitizing the staff of Regional Rural Banks (RRBs) and Rural Co-operatives Banks (RCBs) on financial inclusion in a focused manner is also included.

25. Accounts Department:

The Accounts Department of NABARD became operational in 2008, following the reorganization of the erstwhile Funds and Accounts Department (FAD), which had been managing the accounts related work for NABARD since 1982, the year in which NABARD was set up.

The Accounts Department has five sections:

- 1) Central Accounts Section
- 2) Budget Cell
- 3) Corporate Tax Cell
- 4) Compliance
- 5) Centralised Receipts Vertical

26. Strategic Planning and Product Innovation Department:

In order to provide sustainable solutions to the agriculture and rural development related issues, there is a need to design and develop suite of credit and credit plus products and services for NABARD, its subsidiaries and banking sector at large, which will enhance NABARD's engagement with stakeholders and visibility.

This Department will provide critical insights into the environment, create a visible focus, reinforce proficiency and realize shared sense of purpose besides helping the Bank in taking informed decisions.

27. Department for Data Management Analytics and Business Intelligence:

It is envisaged to be a centralized data repository equipped with machine learning and artificial intelligence capabilities for data mining and use Analytics & Business Intelligence tools to leverage business development & product offerings. The new Department will be functioning with three verticals viz, Data Management, Analytics and Business Intelligence.

28. Department of Climate Adaptation and Sustainability:

To deliver increased focus towards climate action, the Department of Climate Action and Sustainability (DCAS) has been established in NABARD. With its agile and targeted focus NABARD is aiming to play a leading role in this domain towards a holistic, sustainable, climate resilient future.





## ANNEXURE-U

### Definitions

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

1. **NABARD** (also referred as Bank, purchaser) means National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as “NABARD”) having its Head Office at Plot No. C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices (ROs)/Training Establishments (TEs) in different cities across the country, shall include their successors and assignees for orders placed by NABARD.
2. **RO** means Regional Offices of NABARD
3. **TEs** means Training Establishments of NABARD
4. NABARD intends to issue this bid document, hereinafter called **Request For Proposal or RFP**, to the vendor, to participate in the bid for the “Software Factory” as per scope of work, terms and conditions in this RFP.
5. **Vendor, Successful Bidder:** shall mean Individual, agency, Firm or Company (whether incorporated or not) selected by NABARD for the performance of the Contract and shall include its legal representatives, successors and permitted assigns.
6. **SI** stands for System Integrator.
7. **OEM** stands for Original Equipment Manufacturer.
8. **Bidder** shall mean any Person or Persons, Firm or Proprietor who participates in this Bid indicating his / her / their interest & offering the Project / Work and its successful completion.
9. **Supplies, Project, Work** mean specified job(s) and/ or work(s) of this tender for delivery and installation of goods or services as mentioned in the RFP.
10. The **Contract** shall mean the agreement between the parties as derived from the Contract Documents.
11. The **Contractor** is Same as Vendor.
12. **EMD**, Earnest Money Deposit i.e, Money (or equivalent) deposited

along with, the bid indicating willingness to abide by the rules of the bid process and assuring NABARD the Vendor's capability to take up the project and complete in stipulated time.

13. **SD**, Security Deposit i.e, Performance Bank Guarantee deposited with NABARD as a performance guarantee for the quality specifications of the Software Factory & and other services to be rendered during the warranty period.
14. **Work order** or **Purchase order** or **PO** means Letter of intent given by NABARD to the successful bidder of the bid expressing interest and intention for entering into a contract with the successful bidder for carrying out the proposed job(s) mentioned in the bid.
15. **Officer-in-charge** shall primarily refer to the officer of NABARD to whom this bid is submitted, or any other officer within the same department who has been designated by him/her from time to time to handle the proceedings of this bid.
16. **HRMS** means Human Resource Management System
17. **CLMAS** means Centralized Loan Accounting Management System
18. **TALMS** means Treasury Asset & Liability Management System
19. **OSS** means Off-site Surveillance
20. **ILMS** means Integrated Library Management System.
21. **NABNET** is the internal web portal of NABARD
22. **Complete Agreement:** The terms and conditions of the RFP along with work order shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized Official of NABARD and the Vendor.
23. **Acceptance by NABARD:** Authorized officer(s) of NABARD must certify & sign all the installation reports and the invoice(s) for the Bill of Material.
24. **Downtime** is the time during which the Software Factory is not operational.
25. **Uptime** means the time during which the Software Factory application is operational for usage by the end users

26. **Failure** is the condition that renders NABARD unable to perform any of the defined functions on the Software Factory Solution.
27. **Restoration** is the condition when the vendor demonstrates that the Software Factory is in working order and NABARD acknowledges the same.
28. **ADF** means Automated Data Flow
29. **DW** means Data Warehouse
30. **FTEs** Full time Equivalentents
31. Go- live: The prerequisite of the Go-live for the applications being developed on the proposed LCAP are the following: -
  - a. Sign-off of the UAT for the application by the competent authority (as per the signed SRS/PFD).
  - b. VAPT and its closure
  - c. Deployment in DC and DR