

Request for Proposal

Selection of Consulting Agency for implementation of Enterprise Level Business Continuity Management (BCM) Plan for National Bank for Agriculture and Rural Development (NABARD)

The National Bank for Agriculture and Rural Development (hereafter referred to as the 'Bank' or 'NABARD') invites sealed Request for Proposal from reputed firms/ companies for appointment of Consulting Agency for implementation of Business Continuity Management (BCM) Plan for the Bank. The consultancy would be an end-to-end consultancy to be executed in phases starting from study of the Bank's existing processes to the roll-out of BCM programme across the Bank's various Offices and Departments as mentioned in the 'Scope of Work'. The Bank is looking for consultancy from reputed consulting companies/ firms capable of providing end-to-end consultancy covering the scope of the project defined in this document. The application, duly filled in should reach Chief General Manager, National Bank for Agriculture and Rural Development, Risk Management Department, Head Office, C-24, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051 on or before 1300 hrs on 11 April, 2017. For detailed terms & conditions please refer to NABARD's website www.nabard.org.in under 'Tenders'.



**Risk Management Department,
NABARD Head Office
3rd Floor, C Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400051**

Important Disclaimer :

This Request for Proposal (RFP) is not an offer by NABARD, but an invitation to receive response from eligible interested bidders for end-to-end consultancy for implementation of a Business Continuity Management Programme in 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.

प्रस्ताव के लिए अनुरोध (आरएफपी)

आरएफपी संदर्भ सं.05 एनबी.आरएमडी.01/ आरएफपी परामर्शदाता एजेंसी (आरएमएस)/ 2016-17 दिनांक

17.03.2017

1. राष्ट्रीय कृषि और ग्रामीण विकास बैंक (यहां से आगे जिसे 'बैंक' या 'नाबार्ड' कहा जाएगा) व्यवसाय सातत्य प्रबंधन (बीसीएम) योजना के कार्यान्वयन के लिए परामर्श एजेंसी की नियुक्ति हेतु प्रतिष्ठित फर्मों/ कंपनियों से प्रस्ताव के लिए मुहरबंद अनुरोध आमंत्रित करता है. यह परामर्श आद्योपांत परामर्श होगा जिसे चरणबद्ध तरीके से निष्पादित किया जाएगा. उक्त परामर्श की शुरुआत 'कार्य के क्षेत्र' में उल्लिखित बैंक के विभिन्न कार्यालयों और विभागों में बैंक की विद्यमान प्रक्रियाओं से बीसीएम कार्यक्रम के रोल-आउट के संबंध में अध्ययन से होगी. पात्र बोलीकर्ताओं को निमंत्रित किया जाता है कि वे इस प्रस्ताव के लिए अनुरोध दस्तावेज़ में निर्दिष्ट विवरणों के अनुसार अपने प्रस्ताव प्रस्तुत करें.
2. पात्र बोलीकर्ता गोपनीयता के वचनपत्र (संलग्न फॉर्मेट के अनुसार) एवं अ-प्रतिदेय निविदा दस्तावेज़ लागत के रूप में नाबार्ड के पक्ष में आहारित और मुंबई में भुगतान-योग्य ₹10,000/- (रुपए दस हजार मात्र) के डिमांड ड्राफ्ट / पे-ऑर्डर के साथ ऑफर दस्तावेजों का पूरा सेट प्रस्तुत कर सकते हैं. दस्तावेज नाबार्ड की वैबसाइट से डाउनलोड किया जा सकता है. दस्तावेजों की प्रस्तुति से संबन्धित विवरण और तारीखें आरएफपी के अध्याय -6 में निर्दिष्ट की गई हैं.
3. निविदा प्रस्ताव के साथ आरएफपी में यथा-विनिर्दिष्ट अपेक्षित बयाना जमा राशि (ईएमडी) ₹1,00,000/- (रुपए एक लाख मात्र) मात्र अवश्य होनी चाहिए. ईएमडी को अलग लिफाफे में प्रस्तुत किया जाना चाहिए और अलग-अलग लिफाफों में दिए जाने वाले तकनीकी और वाणिज्यिक प्रस्ताव के साथ ही नाबार्ड के जोखिम प्रबंधन विभाग को सौंपा जाना चाहिए. ईएमडी या निविदा दस्तावेज़ की लागत (डिमांड ड्राफ्ट या बैंक गारंटी) के बिना या नाबार्ड द्वारा इस आरएफपी में निर्धारित फॉर्मेट के अलावा किसी अन्य फॉर्मेट में प्राप्त प्रस्ताव सीधे नामंजूर कर दिए जाएंगे.

4. जो बोलीकर्ता निविदा को खोलने की प्रक्रिया में उपस्थित रहने का विकल्प चुनेंगे, उन बोलीकर्ताओं के प्रतिनिधियों की उपस्थिति में निविदा दस्तावेज़ में उल्लिखित तारीख, समय और स्थान पर प्रस्तावों को खोला जाएगा.
5. कार्य-संबंधी और तकनीकी विनिर्देशों, निबंधनों और शर्तों तथा निविदा प्रस्ताव प्रस्तुत करने से संबन्धित विभिन्न फॉर्मों का विवरण आरएफ़पी दस्तावेज़ में दिया गया है.

Request for Proposal

RFP REF NO. 05/NB.RMD-01/RFP (BCM) /2016-17 dated 17.03.2017

1. The National Bank for Agriculture and Rural Development (hereafter referred to as the 'Bank' or 'NABARD') invites sealed Request for Proposal from reputed firms/ companies for appointment of Consulting Agency for implementation of Business Continuity Management (BCM) Plan for the Bank. The consultancy would be an end-to-end consultancy to be executed in phases starting from study of the Bank's existing processes to the roll-out of BCM programme across the various Offices and Departments of the Bank as mentioned in the 'Scope of Work'. Eligible bidders are invited to submit their proposals as per details given in this Request for Proposal (RFP) document.
2. A complete set of offer documents can be downloaded from NABARD's web-site and submitted by the eligible bidder along with the confidentiality undertaking (as per format enclosed) together with payment of a non-refundable tender document cost of ₹ 10,000/- (Rupees Ten thousand only) by demand draft/pay order in favour of NABARD and payable at Mumbai. The details of submission of the document and related dates are given in Chapter – 6 of the RFP.
3. The required Earnest Money Deposit (EMD) of Rs 1,00,000/- (one lakh only) must accompany tender offers as specified in the RFP. EMD should be submitted in a separate cover to be handed over to the Risk Management Department of NABARD along with technical bid and commercial bid in separate covers. Offers received without EMD or cost of tender document or in a format other than the one prescribed by NABARD in the RFP will be summarily rejected.
4. Offers will be opened in the presence of the bidder's representatives who choose to attend the opening of tender on the specified date, time and place mentioned in the tender document.

5. The Functional and Technical specifications, Terms and conditions, various forms for submitting the tender offer are described in the RFP document.

Tender Schedule

Tender Reference	RFP for selection of Consulting Agency for implementation of BCM plan for NABARD - Issue date 21 March 2017
Purpose	For selection of Consulting Agency for implementation of Business Continuity Management plan for National Bank for Agriculture and Rural Development (NABARD)
Last Date for submission of Tenders	Up to 1300 hrs. on 11 April, 2017
Address for submission of Tenders	Chief General Manager, Risk Management Department National Bank for Agriculture and Rural Development Head Office, 3 rd Floor C Wing, C-24, "G" Block, Bandra Kurla Complex, Bandra East, Mumbai- 400051
Date of opening of Technical Bids	1500 hrs. on 11 April, 2017
Contact Numbers	022-26539745/26539535; Fax numbers : 022-26530018 Email : rmd@nabard.org

GENERAL INFORMATION SUMMARY

1. Introduction

National Bank for Agriculture and Rural Development, is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as “NABARD” or “the Bank”) 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 are provided on the website – www.nabard.org. The organisational structure and major activities of the Bank are indicated in detail in Chapter 1.

This Request for Proposal document (“RfP document” or “RfP”) has been prepared solely for the purpose of enabling the Bank to appoint a suitable Consultant/ Consulting Agency to provide consultancy for implementation of Business Continuity Management (BCM) programme in the Bank. The objectives of the BCM Programme are detailed in Chapter 2. The Consulting Agency is expected to provide services as per the scope of work indicated in Chapter 3.

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 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 as detailed in Chapter 4.

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.

2. Information Provided

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

The details of submission of the document and related dates are as provided in Chapter 6 of this document.

3. 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., Proprietorship Firm. Partnership Firm or a Limited Company and none else.

4. 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 on the basis of undertaking of confidentiality to be given by the Recipient to the Bank (as per Annexure I). 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 Recipient shall not disclose or discuss the contents of the RfP document with any officer, employee, Consulting Agency, director, agent, or 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

Copies of the bid may be submitted in the manner prescribed, before the closing date and time and as per the terms and conditions as mentioned in Chapter 6 of the RfP.

11. Bid Validity Period

The proposal must remain valid and open for evaluation according to the terms for a period of at least 90 days from the time the RfP closes on the deadline for lodgement of RfP.

12. Acceptance of Terms

A bidder shall, by responding to the Bank for RfP, be deemed to have accepted the terms and conditions indicated in this RfP.

13. Last Date of Submission of Bids : 13:00 hrs on 11 April, 2017.

14. Date, Time and Venue of opening of Technical Bids :

Time: 1500 hrs.

Date : 11 April, 2017

Venue:

Risk Management Department, Third Floor, C Wing,
NABARD, Head Office, C-24, G-block, Bandra- Kurla Complex,
Bandra – (East), Mumbai 400051)

15 RFP related Communication with NABARD:

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

Chief General Manager,
Risk Management Department,
Third Floor, C Wing, NABARD, Head Office,

C-24, G-block, Bandra - Kurla Complex
Bandra (East), Mumbai 400051
Contact Telephone Numbers (022) 2652 4836, 2653 9501
Fax No. : (022) 26530018
E-mail ID : rmd@nabard.org

16. The Bank shall not answer any communication received from the bidders later than 1700 hrs on 29 March 2017. However, the Bank may, in its absolute discretion, seek additional information or material from any bidder/s after the RfP closes and all such information and material provided must be taken to form part of that bidder's response. Bidders shall provide details of their Fax Number, email and full address(s) to ensure that replies to RfP could be conveyed promptly.

17. In case the Bank, in its absolute discretion, deems that the originator of the question shall gain an advantage by a response to a question, then the Bank reserves the right to communicate such response to all bidders.

18. Notification

The Bank shall notify bidders as soon as practicable about the outcome of the RfP. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

19. Disqualification

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

Contact Persons: Suparna Tandon, Deputy General Manager, and Smt. Hitha G Suvarna, Manager, RMD, NABARD
Contact No. – 022 -26539745/9014

20. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Bank or any of its officers, employees, contractors, agents, or advisers.

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CHAPTER 1

INTRODUCTION

1.1 Background

1.1.1 National Bank for Agriculture and Rural Development (hereafter referred to as the Bank or NABARD) is the Apex Bank for Agriculture and Rural Development, established in terms of the NABARD Act, 1981. It commenced its operations on 12 July, 1982. The Mission of NABARD is to promote sustainable and equitable agriculture and rural prosperity through effective credit support, related services, institutional development and other innovative initiatives. The Bank carries out varied functions such as, providing refinance and direct finance, developmental and promotional functions in the areas of farm sector, off farm sector and microfinance and institutional development. Details about the Bank are available at its website : www.nabard.org.

1.1.2 The Bank has long recognized the importance of Business Continuity Management (BCM) to improve the resilience of the Bank in the event of any disruption/ crisis/ catastrophe. While the Bank already has certain elements of BCM programme in place, it has embarked on a formal BCM programme to implement and institutionalise BCM in the Bank.

1.2. Management Structure

1.2.1. As on 01 March 2017, the Bank had a staff strength of approximately 4073, comprising officers, assistants and sub staff.

1.3. Organisational Structure

1.3.1. The Bank functions as an all India organisation having offices at various places in the country. At present, the Bank having its Head Office (HO) at Mumbai has its offices, training establishments and other offices at various locations as under :

Regional Offices (ROs)

Tier I Metro ROs		Tier II Non-Metro ROs		Tier III ROs	
1	Chennai	1	Ahmedabad	1	Agartala
2	Kolkata	2	Bhopal	2	Aizawl
3	New Delhi	3	Bhubaneswar	3	Dehradun
4	Bengaluru	4	Chandigarh (Haryana)	4	Dimapur
5	Hyderabad (A.P.)	5	Chandigarh (Punjab)	5	Gangtok
6	Hyderabad (Telangana)	6	Guwahati	6	Imphal
		7	Jaipur	7	Itanagar
		8	Jammu*	8	Panaji
		9	Lucknow	9	Port Blair
		10	Patna	10	Raipur
		11	Pune	11	Ranchi
		12	Thiruvananthapuram	12	Shillong
				13	Shimla

* In addition, there is a Cell in Srinagar.

Training Establishments

1	National Bank Staff College, Lucknow
2	Bankers Institute of Rural Development (BIRD), Lucknow
3	Bankers Institute of Rural Development (BIRD), Bolpur
4	Bankers Institute of Rural Development, (BIRD) Mangaluru

In addition, there are District Development Offices in 582 districts across the country. Fourthly, there are 12 Project Management Units for managing specific projects/programmes. Details of the DDM Offices and PMUs are available on the Bank's website, www.nabard.org.

1.3.2. Functionally, the different work areas of the Bank are handled by different Head Office Departments of the Bank, independently or in collaboration with the corresponding set up at Regional Offices of the Bank. At present, the Head Office has the following Departments :

Sl.No.	Name of Department
1	Accounts Department
2	Business Initiatives Department
3	Central Vigilance Cell
4	Corporate Planning Department
5	Corporate Communications Department
6	Department of Economic Analysis & Research
7	Department of Financial Inclusion & Banking Technology
8	Department of Information Technology
9	Department of Premises, Security & Procurement
10	Department of Refinance
11	Department of Storage & Marketing
12	Department of Subsidiaries & Strategic Investments
13	Department of Supervision
14	Farm Sector Development Department
15	Farm Sector Policy Department
16	Finance Department
17	Human Resources Management Department
18	Inspection Department
19	Institutional Development Department
20	Law Department
21	Micro Credit & Innovations Department
22	Off Farm Development Department
23	Rajbhasha Prabhag
24	Risk Management Department
25	Secretary's Department
26	State Projects Department

1.3.3. The Departments set up at the Regional Offices largely correspond to the HO Departments.

CHAPTER 2

OBJECTIVES, SCOPE OF BCM PROGRAMME AND TIMELINES FOR IMPLEMENTATION

2.1 Objectives of BCM programme

2.1.1 To put in place, in advance, measures to minimise the occurrence of disruptions as well as to mitigate the impact of such events, if and when they do occur,

2.1.2 To ensure safety and security of the Bank's staff in the event of a disaster/ crisis,

2.1.3 Restoration of Bank's critical applications and core business processes and functions,

2.1.4 Maintaining a high level of confidence that the business continuity arrangements are effective through regular testing of BCP arrangements,

2.1.5 Ensure that BCM arrangements are ongoing and subject to regular reviews, audits and exercises.

2.2 Scope of BCM programme

2.2.1 The BCM programmes shall be conducted at the enterprise level encompassing the Head Office, four Regional Offices located in West Bengal, Tamil Nadu, Punjab and Haryana and National Bank Staff College, Lucknow.

2.2.1 It will be aligned to global BCM good practices and BCM standards like *ISO 22301*.

2.2.2 It will cover aspects related to people, processes and infrastructure, including IT related infrastructure.

2.3 Timeline for implementation of BCM programme :

2.3.1 Broad timeline for the project from the date of appointment of the consultant is as under-

Phases	Tasks	Time period (in days)
1	BCM Framework	15
2	Business Impact Analysis & Risk Assessment	60

3	BCM Strategies and Business Continuity Plans	30
4	IT Disaster Recovery Review	20
5	BCM Awareness	15
6	BCM Maintenance framework	10
	Total	150

CHAPTER 3

SCOPE OF WORK OF CONSULTANT/ CONSULTING AGENCY

3.1 Scope of work

The broad Scope of Work would be as under:

1. Locations to be covered:

Departments at Head Office, Mumbai, four Regional Offices in West Bengal, Tamil Nadu, Punjab and Haryana, and National Bank Staff College, Lucknow.

2. The scope shall cover five broad areas related to BCM:

- Crisis/incident management (C/IM)
- Business recovery (BR)
- IT disaster recovery and service continuity management (IT DR/SCM)
- Supplier/third-party risk and contingency management (SRCM)
- Governance and program management (GPM)

3.2 BCM Programme Design and Implementation

a. BCM Framework

- i. **Scope of BCM:** The Consultant shall list the Departments and processes to be covered and document the same based on inputs received from the Bank;
- ii. **BCM Governance Structure:** The Consultant shall review the existing BCM Governance and Programme Management Structure and recommend improvements;
- iii. **BCM Programme Plan:** The Consultant shall prepare a detailed Programme Plan including escalation matrix and status reporting formats with well defined timelines and responsibility matrix;
- iv. **BCM Policy:** The Consultant shall prepare a comprehensive BCM Policy for the Bank;
- v. **BCM software:** The Consultant shall recommend use of BCM software for implementing the BCM programme. The Consultant shall examine the requirement of BCM software in NABARD.

b. Business Impact Analysis

- i. The Consultant shall define and document the Business Impact Analysis (BIA) approach
- ii. The Consultant shall create detailed BIA templates that should include but not be limited to the following parameters :
 - Mega and major process overview
 - Mapping Business Processes to Business Resources
 - Impacts to be considered (e.g. financial, non-financial)
 - Crisis/ Incident Management
 - IT disaster recovery and service continuity management (IT DR/SCM)
 - Supplier/third-party risk and contingency management (SRCM)
 - Business Recovery - Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs)
 - Weightages for estimating criticality of processes
 - Seasonality
 - Staff requirements for “Business As Usual” (BAU) and “Recovery”
 - Dependencies – internal and / or external
 - Existing workarounds
 - Time periods for recovery resources to be arranged e.g., after 2 hrs, 6 hrs, 12 hrs, 1-2 days, etc.
 - Recovery resource requirements at each of the above time periods
 - Applications, automation tools and utilities dependencies

The template shall be customized to cover special requirements for the Bank. The template will be reviewed by the Bank’s BCM Team and will be used only after their approval.

- iii. Conduct BIA
 1. Pilot BIA exercise
 - a. The Consultant shall conduct a BIA pilot run with the Department of Information Technology (DIT), Finance Department (FD), Department of Premises, Security & Procurement (DPSP) and Human Resources

Management Department (HRMD) in the Head Office, Mumbai.

- b. The Consultant shall identify critical business processes and underlying application systems, and recovery resources for the same.
- c. The Consultant shall present findings and learnings of the pilot run to NABARD's BCM Team.
- d. The BIA template should be reviewed based on learnings, revised and approved by NABARD's BCM Team for subsequent BIA exercise.

2. Complete BIA exercise

- a. The Consultant shall create a project plan for conducting BIA for each Department in the locations mentioned in the Scope of Work.
- b. The Consultant shall conduct BIA for each Department in the locations mentioned in the Scope of Work.
- c. Independent BIA documents shall be created for each Department and signoff shall be obtained from the Head of each Department. In case of any delay, the matter shall be escalated to NABARD BCM Team for resolution.

3. Interdependency Analysis

- a. The Consultant shall conduct an interdependency analysis of the processes documented in the BIA to identify additional critical processes

4. BIA Results

- a. The Consultant shall present the critical processes and recovery requirements of all Departments to the Bank's BCM Team and Business Continuity Committee (BCC). A summary of resources and infrastructure required for all Departments to implement their BCM strategy, as derived from the BIAs, shall be presented to NABARD. Details shall include software applications, services, technical

requirements and databases.

c. Risk Assessment (RA)

- i. **Define Risk Assessment Methodology:** The Consultant shall define and document the Risk Assessment (RA) Methodology for identifying Business Continuity risks.
- ii. The Consultant shall conduct a detailed RA across all critical processes identified during BIA.
- iii. To expedite the process, Consultant shall, to the extent feasible, leverage upon existing Risk Management practices, Risk Registers and note Business Continuity risks identified, if any,
- iv. The Consultant shall provide and present the RA report to NABARD's BCC.

d. BCM Strategies and Business Continuity Plans

- i. Define BCM Strategy
 1. Based on BIA and RA results, the Consultant shall define and document the BCM Strategy to be considered for implementation.
 2. The strategy should provide preventive measures and strategy, recovery options, and cost benefit analysis of each option for consideration by NABARD's BCC.
 3. The options shall be presented to NABARD's BCC and signoff shall be obtained on the agreed BCM Strategy.
- ii. Define the structure for operationalizing the BCM Strategy
 1. The Consultant shall define the Crisis Management Framework and Emergency Response Framework including teams, roles, responsibilities and procedures for each team.
- iii. Define Business Continuity Plans (BCP)
 1. The Consultant shall define and document detailed plan and procedures for all business functions and locations included in the scope. These shall include both an organization level BCP as well as department level BCPs.

2. The plans and procedures shall include but not to be limited to Invocation Plan, Crisis/ Incident Management Plan, Call Trees, etc. This will include IT disaster recovery and service continuity management (IT DR/SCM) as well as supplier/third-party risk and contingency management (SRCM).
3. The Consultant shall recommend use of automation tools like BCM software, automated notification systems etc., for effective Business Continuity response.
4. The Consultant shall evaluate various options in terms of efficacy, cost, criticality of functions, and suggest alternate solutions including hotdesking, etc.

iv. Vendor Management :

- i. Identification and listing out critical vendors associated with outsourced business processes;
- ii. Strategies for assessing, managing and mitigating vendor risk;
- iii. The Vendor Management Policy shall be under the overall BCP of the Bank.
- iv. Vendors shall have a BCP for their critical functions, incorporating the key interests of NABARD.

e. IT Disaster Recovery Review and Management (ITDRM)

- i. Current Readiness of IT Disaster Recovery Setup: The Consultant shall assess the readiness of the current IT Disaster Recovery Setup and determine if it meets the requirements identified in the BIA, including RTO/ RPO. The Consultant shall propose improvements for any gaps identified, including alternate business recovery solutions and system integration.
- ii. The Consultant shall review the IT Disaster Recovery Plan and ascertain if it is comprehensive to meet real DR invocation, and whether the IT Infrastructure and Recovery Plan is in line with business expectations. Any gaps found in the DR Plan shall be discussed and briefed to the NABARD BCM Team and suggestions for improvement shall be made.

- iii. The Consultant shall review the last 3 DR Drill Reports in respect of all the IT applications and suggest areas of improvement, if any.

f. BCM Awareness

- i. The Consultant shall create a detailed BCM Awareness Plan, covering awareness sessions for the following target audiences in NABARD :
 - 1. Senior Management
 - 2. BCM Committee
 - 3. BCM Team
 - 4. BCM Nodal Officers/Department BCM Coordinators
 - 5. General Staff of NABARD
- ii. The Consultant shall recommend and design innovative methods to spread BCM Awareness
- iii. The Consultant shall propose automated solutions for periodic awareness and evaluation of general staff

g. BCM Maintenance

- i. Define BCM Maintenance Framework: The Consultant shall develop the maintenance framework for BCM. This shall include maintenance schedules for all components of the BCM programme including:
 - 1. BCM Policy
 - 2. Business Impact Analysis
 - 3. Risk Assessment
 - 4. Disaster Recovery Plan
 - 5. Crisis Management Framework
 - 6. BCM Awareness and Training Program
 - 7. BCM Testing and Exercising

The Consultant shall have to submit information about elapsed time, man days' effort, number of team members deployed, etc., and make presentations to the

BCM Team, on the extent of work that has been completed and the plan for the remaining period at a mutually agreed frequency.

3.3 Definitions

3.3.1 BCM programme: “BCM programme” means the programme to implement BCM in the Head Office and Regional Offices of NABARD as specified in the scope of work.

Consultant: “Consultant” means the successful bidder who will be appointed by the Bank by floating this RFP in order to assist the Bank in implementing the “BCM programme”.

CHAPTER 4

SELECTION PROCEDURE

4.1 The selection procedure comprises a three stage process, viz: eligibility criteria, technical bids evaluation and commercial bids evaluation.

4.2 Minimum Eligibility Criteria

4.2.1 In the first stage of selection procedure, Bid scrutiny will be carried out to ascertain compliance with minimum eligibility criteria listed under Clause 5.1 and those bidders will be eliminated who do not meet the required eligibility criteria.

4.2.2 All the bidders meeting minimum eligibility criteria will be considered for technical bid evaluation.

4.3 Technical Bids Evaluation

4.3.1 Technical bids of only those bidders who comply with the minimum eligibility criteria shall be evaluated.

4.3.2 Maximum marks that can be secured under technical evaluation shall be 100.

4.3.3 Presentations shall be made by all the qualified bidders on their experience, expertise and the proposed solution for the Bank.

4.3.4 Each qualified bidder shall make a presentation regarding the agency's methodology and approach, before the team of officials from the Bank.

4.3.5 The marks from Technical Bids evaluation will be arranged in descending order and the bidders above cut off marks (75) shall be shortlisted.

4.4 Opening of Commercial Bids

4.4.1 The Commercial Bids of the shortlisted bidders as at 4.3.5 above shall be opened.

4.4.2 The maximum marks that can be secured in commercial bidding shall be 100 as detailed in para 5.3.

4.5 Final Evaluation :

4.5.1 For the purpose of calculating final score, marks obtained in technical and commercial bids evaluation will be assigned a weightage of 70 and 30 respectively i.e., in a ratio of 70:30.

4.5.2 The bidder obtaining the highest total marks will be eligible for appointment as consultant to NABARD for the specified purpose.

4.5.3 In the case of a tie between two or more bidders, the bidder with higher score under technical evaluation shall be selected.

4.6 Notification of Award

The acceptance of a tender, subject to contract, shall be communicated in writing at the address supplied by the Bidder in the tender response. Any change of address of the Bidder, shall therefore be promptly notified to 'The Chief General Manager, Risk Management Department, NABARD, Head Office, Mumbai'.

CHAPTER 5

BIDDER'S ELIGIBILITY CRITERIA AND CRITERIA FOR EVALUATION

5.1 Bidder's Minimum Eligibility Criteria

Bidders for appointment of Consultant for the BCM Programme must meet the following Minimum Eligibility criteria - Declaration along with supporting documents should be submitted as per Annex 'A'.

- a) The bidder should be a Proprietorship Firm or a Partnership Firm or a Limited Company.
- b) The bidder should have been in existence in India for at least five years as on March 31, 2016.
- c) The bidder should have been in the line of similar project consultancy at least for a period of 5 years as on March 31, 2016.
- d) The bidder should have adequate financial standing (minimum turnover of ₹ 25 crore) to undertake assignments of this magnitude and should have positive net worth continuously for the past three financial years (i.e., as on March 31, 2014, 2015 and 2016).
- e) The bidder should have earned net profit in each of the last three years (i.e., for the years ended March 31, 2014, 2015 and 2016).
- f) The bidder must warrant that it is a going concern, financially solvent, i.e., able to meet all its debts as and when they fall due.
- g) The bidder should not have been barred/ black listed by any regulatory/ statutory authority/ PSU/ Government clients.
- h) The bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the RFP requirements, it shall provide details of the case and declaration in this regard.
- i) The bidder should have prepared and successfully implemented a BCM framework in at least one bank (excluding Regional Rural Banks, Cooperative Banks and Local Area Banks) and one financial institution (excluding MFIs and NBFCs) including insurance

companies in India.

- j) The bidder should provide satisfactory performance certificates from a minimum of two customers where the bidder has implemented BCM during the last 5 years.
- k) The bidder should have an office in India with technically qualified staff to render the said services and should be able to support implementation of BCM in Mumbai and other offices mentioned in the Scope of Work.
- l) The bidder shall submit a pre contract Integrity Pact as per Annexure J.

5.2 Criteria for technical evaluation

5.2.1 Evaluation criteria for Technical Bids

Sl.No.	Criteria	Marks
1	BCM implementation experience in financial sector	
	a. BCM implementation experience with banks (2 banks - 10 marks & 1 bank - 5 marks)	10
	b. BCM implementation with other financial institutions including insurance companies (2 FIs – 10 marks, 1 FI – 5 marks)	10
2	Methodology and approach in implementing the programme	40
3	Experience of team members (proposed for NABARD) in BCM implementation for banks and financial institutions.	20
4	Certifications of team members from recognized institutes like Business Continuity Institute (BCI) / Disaster Recovery Institute (DRI) (2 Members : 20 Marks; 1 Member : 10 marks)	20
	Total	100

5.2.2 Total maximum marks for technical bid evaluation will be 100.

5.3 Commercial bidding evaluation

5.3.1 The commercial proposals of technically short listed bidders as mentioned in para above shall be opened. The commercial bids will be subjected to the following evaluation process.

5.3.2 Based on the technical evaluation criteria, each bidder shall be awarded certain marks. Only those bidders scoring 75% (75 marks out of 100) or above in the technical evaluation shall be shortlisted for commercial evaluation.

5.3.3 The nominal quote provided by the bidder whose Technical Bid qualifies shall be discounted as per the formula given below. A comprehensive “Score (S)” will be arrived at after considering the nominal commercial quote and the marks obtained in technical evaluation with relative weights of 30% for commercials and 70% for technicals. The bidder with the highest score will be declared successful.

5.3.4 Computation Methodology for arriving at “Least Price / Least Quote”

The Cut - Off score for technical bid will be 75 marks (or the top score in case none of the bidders reaches the cut-off);

In case there is only one bidder having a technical score of 75 or more, the next highest technical scorer shall be considered with minimum score of 60. In case, no bidder is having score of 75, the Bank may, at its discretion, take up 3 top scoring bidders, on technical evaluation with minimum score of 60 and compute the “Score” as per the table below. The Bank will give 70% weightage to technical score while comparing the commercial quote. The procedure is as under:

A “Score (S)” will be calculated for all qualified bidders using the following formula :

$$S \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where C stands for nominal price quoted, C_{Low} stands for the price quote of the lowest nominal bid. T stands for technical evaluation score and T_{High} stands for the score of the technically highest bidder. X is equal to 0.3.

An illustrative example is given below :

Sl. No.	Bidder Name	Technical Evaluation Marks (T)	Nominal Bid Price (C)	(C_{Low} / C) * 0.30	(T / T_{High}) * 0.70	Score (S)
1	ABC	95	71	$0.85 * 0.30 = 0.25$	$1.00 * 0.70 = 0.70$	0.95
2	XYZ	85	65	$0.92 * 0.30 = 0.28$	$0.89 * 0.70 = 0.62$	0.90
3	UVW	80	60	$1.00 * 0.30 = 0.30$	$0.84 * 0.70 = 0.59$	0.89

In the above example, ABC, with the highest score becomes the successful Least Price bidder. The price quoted by the Least Price bidder will be called “Least Price”.

The Bank reserves the right to negotiate the price with the finally short listed bidder before awarding the contract. It may be noted that the Bank shall not entertain any price negotiations with any other bidder, till the Least Price bidder declines to accept the offer.

CHAPTER 6
GENERAL GUIDELINES FOR SUBMISSION OF BID

6.1 Two-Stage Bidding Process

6.1.1. The “Technical Bid” shall contain exhaustive and comprehensive technical details, whereas the “Commercial Bid” shall contain the pricing information. The Technical Bid shall “NOT” contain any pricing or commercial information at all and in case the Technical Bid contains any price related information, then that Technical Bid shall be disqualified and shall not be processed further.

6.1.2 In the second stage, the Commercial Bids of only those bidders, which have been short-listed as per the aforementioned paragraph, on the basis of evaluation of their Technical Bids and presentation, shall be opened.

6.1.3 In the first stage, only the “Technical Bids” shall be opened and evaluated for suitability. Those bidders who qualify as per the Eligibility Criteria shall be called for making a presentation before the Bank's Panel of representatives. Those bidders who satisfy the technical eligibility requirements, as mentioned at para 5.2 shall be short-listed after the presentations.

6.2 General Guidelines

6.2.1 Bidders are expected to study and develop a fair understanding of the Bank’s existing processes and other related systems in place before submitting respective bids. For this, they may be guided by the information generally available in the public domain.

6.2.2 Bidders are advised to study the bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.

6.2.3 The Bank may call for any clarifications/additional particulars required, on the technical/ commercial bids submitted. The bidder shall be required to submit the clarifications/ additional particulars in ‘writing’ within the specified date and time. The bidder's offer shall be disqualified, in case the clarifications/ additional particulars sought are not submitted within the specified date and time.

6.2.4 In case of any clarification required by the Bank to assist in the examination,

evaluation and comparison of bids, NABARD may, at its discretion, ask the bidder for clarification. The response / clarification thereof shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

6.2.3 Bids once submitted shall be treated as final and no further correspondence shall be entertained in this regard. No bid shall be modified after the deadline for submission of bids.

6.2.4 No bidder shall be allowed to withdraw the bid, if the bidder happens to be the successful bidder.

6.2.5 The Bank has the right to reject any or all bid(s) received without assigning any reason whatsoever.

6.2.6 The Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.

6.2.7 The commercial bid should contain quotation (expressed in INR only) for end-to-end consultancy services as envisaged in the Objectives of the Project and Scope of Consultancy services stated earlier in this document.

6.2.8 The bidder must organize the bid in accordance with the format specified in the tender document. Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.

7
6.2.9 The bidder shall submit the Bids properly filed or bound so that the papers are not loose.

6.2.10 The bids shall be submitted as follows :

- No. of Envelopes (Non window, sealed) to be submitted: Two (2) Envelopes
- Envelope 1 containing: Technical Bid (Submit 1 hard copy & CD)
- Envelope 2 containing: Commercial Bid (Only one bid to be kept).

6.2.11 The Technical Bid shall contain the technical proposal to the requirement of the Bank as specified in Annex 'A' along with Annex 'B', Annex 'D', Annex 'F' Annex 'G', Annex 'H', Annex 'I' and Annex 'J'.

6.2.12 The Commercial Bid shall be submitted as per Annex 'C' along with Annex 'E'.

6.2.13 The technical bid shall be organized and submitted as per the following sequence:

- a) Table of Contents (list of documents enclosed)
- b) Technical bid along with Annex 'B' and Annex 'F', 'G', 'H', 'I' & 'J'
- c) Compliance certificate for all the terms and conditions as per Annex "D"
- d) All copies of certificates, documentary proofs, etc.
- e) A CD-ROM containing soft copy of the proposal. The CD-ROM should NOT contain any price bid/information and the face of the CD should be signed with permanent marker pen (black) by the signatory of technical bid.

6.2.14 All the relevant pages of the bids (except literatures, datasheets and brochures) are to be numbered and signed by an authorized signatory. The number should be a unique running serial number across the entire document.

6.2.15 The bidder will submit an undertaking specifying that the bidder has already obtained all necessary statutory and obligatory permissions, if any required, to carry out such project works in India.

6.2.16. The Bids shall be addressed and submitted to:

The Chief General Manager,
Risk Management Department
National Bank for Agriculture & Rural Development,
Head Office
3rd floor, "C" Wing,
Plot No. C-24, "G" Block
Bandra Kurla Complex, Bandra (E)
Mumbai 400 051
India.

6.2.17 Receipt of the bids shall be closed at 1300 hours on 11 April 2017. Bids received after 1300 hours on 11 April 2017, shall not be accepted by the Bank under any circumstances. The Bank shall not be responsible for any delay due to postal service or any other means. Faxed copies of any submission are not acceptable and shall be liable to be rejected by NABARD.

6.2.18 Each bidder shall be required to submit Application Money of Rs.10,000/- (Rupees Ten Thousand) by way of Bankers Cheque/Demand Draft/Pay Order favoring "National

Bank for Agriculture and Rural Development”, Payable in Mumbai, which amount shall be non refundable, and shall be submitted separately along with the RFP document. The bidder shall also be required to submit Earnest Money of Rs.1,00,000/- (Rupees One Lakh only) by way of a separate Bankers Cheque/ Demand Draft/ Pay Order favouring “National Bank for Agriculture and Rural Development”, Payable in Mumbai, which, shall be submitted separately along with the RFP document. The Earnest Money Deposit shall be refunded to all the bidders except the one who shall be finally selected for award of the contract. The selected successful bidder shall be required to enter into an agreement with the Bank with respect to award of contract and the Earnest Money Deposit shall be adjusted against the Security Deposit payable. If the selected bidder fails to enter into agreement of contract, the Earnest Money Deposit shall be subject to forfeiture at the discretion of the Bank. No interest shall be payable by the Bank on the Earnest Money Deposit. The Application Money/ Earnest Money documents shall not be inserted in the envelope containing the RfP Response documents. The RfP document may be downloaded from the Bank’s website www.nabard.org. The Bank reserves the right to change the requirements of the RfP. However, any such changes will be posted in NABARD’s website.

6.2.19 Queries relating to the RfP may be sent to NABARD by 1700 hours on 29 March 2017 through e-mail, at the following address : rmd@nabard.org. Any clarifications to queries raised by bidders or any change in requirement, will be posted on the Bank’s. Accordingly, the bidder must ensure that such clarifications / changes have been considered by them, before submission of bids. The Bank shall not have any responsibility in case of omissions on the part of any 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, ask the bidder for clarification. The response / clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

6.2.20 The technical bids shall be opened at 1500 hours on 11 April, 2017. No bid shall be rejected at the time of opening of the technical bid.

6.2.21 The offer shall be made strictly as per the formats specified.

6.2.22 The bid shall be signed by the bidder or any person duly authorised to bind the

bidder to the contract. The signatory shall submit a declaration and through authenticated documentary evidence establish that he/ she is empowered to sign the tender documents and bind the bidder. All pages of the tender documents except brochures, if any, may be signed by the authorised signatory.

6.2.23 A declaration may be given by the bidder stating that "No relative of the bidder is working in the National Bank of Agriculture and Rural Development". If anyone working in NABARD is related to the bidders, the name, designation and the Department where the person is posted may be given.

6.2.24 The bid shall contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.

6.2.25 The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

6.2.26 No columns of the tender shall be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.

6.2.27 Technical details shall be duly filled in. Correct technical information of the services being offered shall be filled in. Providing information by using terms such as "OK", "ACCEPTED", "NOTED", "AS GIVEN IN BROCHURE/ MANUAL" or use of any Special Characters such as -, ", @, _,# is not acceptable. The Bank reserves the right to treat offers not adhering to these guidelines as unacceptable.

6.2.28 The Bank may at its discretion abandon the process of the selection of Consultant any time before notification of award.

6.2.29 All information (bid forms or any other information) to be submitted by the bidders may be submitted as a softcopy in 'MS – Word' in a CD and shall be kept in the respective sealed covers. The CD should **NOT** contain any price bid/information.

6.2.30 The bidders may note that no bid information is to be furnished to the Bank through e-mail except when specifically requested and such queries are to be confirmed in writing.

6.2.31 The bids shall be opened in the presence of authorised representatives of the bidders. However, the representative of the bidder shall produce an authorisation letter from the bidder to represent them at the time of opening of Technical/Commercial bids. A maximum of two representatives shall be allowed to represent any bidder. In case the bidder's representative/s is/are not present at the time of opening of bids, the quotations/bids shall still be opened at the scheduled time at the sole discretion of the Bank.

6.3 Instructions for Sealing and Marking of Technical Bids

6.3.1 RfP responses shall be submitted in original, in sealed envelopes, shall clearly identify the CONSULTANT/ CONSULTING AGENCY submitting them and shall be labeled "TECHNICAL Bid". The envelope shall then be sealed in one envelope or parcel marked "**RfP for Consultancy services for implementing BCM programme in NABARD**" in the top left hand corner. The envelope shall be dated with the current date in the top right hand corner.

6.3.2 The soft copy of the Technical Bid shall be submitted in MS Word Document format on the CD and enclosed in "Technical Bid".

6.4 Instructions for Sealing and Marking of Commercial Bids

6.4.1 Tender responses in one original and one copy shall each clearly identify the CONSULTANT submitting them and shall be labelled "Original".

6.4.2 RfP responses shall be submitted in original, in sealed envelopes, shall clearly identify the CONSULTANT/CONSULTING AGENCY submitting them and shall be labelled "COMMERCIAL Bid". The envelope shall then be sealed in a separate envelope or parcel marked "**RfP for Consultancy Services for implementing BCM Plan in NABARD – Not to be opened before Technical Bid evaluation**" in the top left hand corner. The envelope shall be dated with the current date in the top right hand corner.

6.4.3 Please note that no information other than the price shall be furnished along with this offer.

6.4.4 The soft copy of the Commercial Bid shall be submitted in 'MS Word' Document

format on the CD and enclosed in “Commercial Bid”.

6.5 Bid Submission

6.5.1 Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. Submission of more than one Technical and one Commercial bid per bidder would be liable for rejection of the entire bid of the concerned bidder. The Technical and Commercial bids shall be put in separate covers and all such covers shall be put in one single cover and delivered at the address mentioned above at 6.2.16.

6.5.2 The cost of bidding and submission of the bids is entirely the responsibility of the bidders, regardless of the conduct or outcome of the tendering process.

6.5.3 Bids may be sent by registered post or by hand delivery, so as to be received at the address given at 6.2.16 as per the bid schedule.

6.5.4 Bank will not accept bids delivered late for any reason whatsoever including any delay in the postal service, courier service or delayed bids sent by any other means.

6.6 Clarification on the tender documents

6.6.1 For any clarification with respect to this RFP, the following Bank officials, nominated as points of contact, may be contacted -

Name & Designation	1. Suparna Tandon, Deputy General Manager 2. Hitha G Suvarna, Manager
Telephone No.	022-26539745; 022-26539014
Fax No.	022-26530018
Email Id	rmd@nabard.org

6.6.2 It may be noted that all queries, clarifications, questions etc., relating to this RfP, technical or otherwise, must be in writing only and shall be addressed to the nominated point of contact. The Bank is not liable to answer any communication initiated by bidders later than five business days prior to the due date for lodgement of RfP.

6.6.3 Written requests for clarification may be submitted to the Bank through e-mail at

the nominated point of contact and clarifications for such queries shall be provided by the Bank or its representative to all the agencies.

6.6.4 In case the Bank, in its absolute discretion, deems that the originator of the query shall gain an advantage by a response to a question, then the Bank reserves the right to communicate such response to all bidders. The Bank may, in its absolute discretion, engage in discussion or negotiation with any bidder (or simultaneously with more than one bidder) after the RfP closes to improve or clarify any response.

6.6.5 Request for clarification should be submitted in the format given below.

Implementation of BCM programme in NABARD - Bidder’s request for clarification

Name of the Organisation submitting request	
Name & Position of the Person submitting request	
Full formal Address of the organization including Phone Number, Fax Number, & Email point of Contact	
Bidding Documents Reference/s requiring clarification (please indicate clause No.)	Points of clarifications required
<p>Signature :</p> <p>Name : Date :</p> <p><i>(Name and signature of authorized person issuing this request for clarification)</i></p>	

6.7 Amendments to tender document

6.7.1 Amendments to the Tender Document may be issued by the Bank for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, prior to the deadline for the submission of bids, which will be placed on the Bank’s

website.

6.7.2 The amendments so placed on the Bank's website shall be binding on all the bidders. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the RFP. Further, in order to provide prospective bidders reasonable time to take the amendment into account in preparing their bid, the Bank may, at its discretion extend the deadline for submission of bids.

6.7.3 The Bank may extend the time for submission of all proposals and such an extension shall be duly and publicly notified in the Bank's website.

6.7.4 The Bank may share the information/ clarifications provided in response to RfP by any bidder, with all other bidder(s)/others, in the same form as clarified to the bidder raising the query.

6.7.5 The Bank reserves the right to ascertain information from the other banks and institutions to which the bidders have rendered their services for execution of similar projects.

6.7.6 Clarifications, if any, required by the bidder shall be informed through e-mail at the nominated point of contact.

6.8 Language of Bids

6.8.1 All bids and supporting documentation shall be submitted in English.

6.9 Period of Bid Validity

6.9.1 The Bids shall be treated as valid for a period of 90 days from the closing date for submission of the bid.

6.10 Format for Signing of Bid

6.10.1 All Forms and Declarations which are part of this document as annex shall be

submitted and signed by the authorised signatory. Unsigned bids shall entail rejection of the bid.

6.11 Correction of Errors

6.11.1 In case of a discrepancy between the amounts in figures and in words, the amount in words shall prevail.

6.11.2 Instances of manual correction in respect of the amount mentioned in the bid shall not be considered unless duly authenticated.

6.12 Acceptance or Rejection of Bid

6.12.1 The Bank reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

6.12.2 The Bank reserves the right to select the next most responsive bidder in case the first most responsive bidder evaluated for selection fails to enter into an agreement within a specified time frame.

6.13. General Terms and Conditions

6.13.1 The bidders who wish to submit responses to this RfP shall abide by all the terms and conditions contained in the RfP. In case the responses contain any extraneous conditions put in by the respondents, such responses shall be disqualified and shall not be considered for the selection process.

6.13.2 The Bank and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any bidder/consultant/ person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it, whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

6.13.3 The information, submissions, including any accompanying documents, provided by the bidders in response to this bid document shall become the property of the Bank and shall not be returned under any circumstances. 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, and to disclose and/or use the contents of the submission as the basis for processing of RfP, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

6.13.4 Additional Information Relating to Submission of Bid :

The Bank reserves the right to:

- Reject any or all of the responses received in response to the RfP, without assigning any reason whatsoever.

- Reject a response/proposal if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if (a) it is not in conformity with the instructions mentioned in this tender document and/or (b) It is not strictly as per prescribed form and format and/or (c) It is not properly/duly signed and/or (d) It is received through Fax, Telex or Telegram and/or (e) It is received after expiry of the due date and time and/or (f) It is incomplete including non-furnishing of the required documents and/or (g) It is evasive or contains incorrect information and/or (h) There is canvassing/ lobbying/ influencing of any kind and/or (i) The bid is submitted anywhere other than in the tender box. The Bank is not obliged to provide any reasons for such acceptance or rejection.

- Cancel the RfP/ Tender at any stage, without assigning any reason whatsoever.

- Waive or change any formalities, irregularities, or inconsistencies in this proposal (format and delivery). Such a change/ waiver shall be duly and publicly notified in the Bank's website before the closure of the bid date.

- The Bank
- may, in its absolute discretion, seek additional information or material from any bidders after closure of the RfP, and all such information and material provided must be taken to form part of that bidder's response. Bidders shall provide details of their Fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.

a.

6.13.5 The proposed team members shall possess knowledge and experience in respect of the scope of work as specified in Chapter 3 and only experienced personnel shall be deployed as per the requirements of the Project. The key personnel identified by the consultant for the project shall carry out their activities from the premises of the Bank, Mumbai / as decided by the Bank.

6.13.6

6.14 No legal binding relationship:

Responses to this RfP document shall not be construed as an obligation on the part of the Bank to award a work order for any services or combination of services.

Failure if any, on the part of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids either in part or in full, without assigning any reason whatsoever.

It may be noted that no legal binding relationship shall exist between any of the Respondents of this RfP and the Bank, until execution of a contractual agreement.

6.15

Authorised Signatory

The selected bidder shall indicate the names of the authorised personnel who will discuss and correspond with the Bank, with regard to the obligations under the contract. The

selected bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by its Company Secretary, authorising an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

6.16 Signing of Contract :

By submitting a proposal, the Bidder agrees to promptly contract with NABARD for any work awarded to the Bidder. Failure on the part of the awarded bidder to execute a valid contract with NABARD will relieve NABARD of any obligation to the bidder, and a different bidder may be selected.

The Consultant shall be required to enter into a contract with NABARD, within 15 days of the award of the tender or within such extended period as may be decided by the Bank.

6.17 Contents and Forms for Responses

6.17.1 This contains the table of contents for the tender response. In order to facilitate evaluation and comparison of tender responses, bidders shall submit their response in this format. A failure to do so may result in the tender being eliminated at the examination stage as unresponsive.

6.17.2 Should the bidder have additional information to submit that cannot be encompassed by the current table of contents, additional sections may be added at the end. Should this option be exercised it may be noted that this additional information shall not be used for evaluation of the technical bid.

6.17.3 The bidder shall be required to submit the response in hard copy and soft copy (in CD). All CDs submitted shall be neatly labeled and shall also include the name of the bidder.

a) A hard copy of the credential letters from banks/ clients neatly bound, labeled and segregated into different areas in similar projects undertaken and executed shall also be submitted.

b) Scanned copy of the credential letters from banks/ clients neatly bound, labeled and segregated into different areas in similar projects undertaken and executed (BCM programme /other related programmes, etc.) shall be submitted.

c) The bidder shall submit the soft copy of all documents for the RfP organised in appropriate directory structures. For example, the financial information shall be under the Financial Information Directory. Information shall not be submitted in an unorganised manner.

6.18 Technical Bid

6.18.1 Executive Summary may be provided in the following order:

- a) Introduction to the project
- b) Background of the bidder
- c) A brief summary of understanding of the Bank's requirements
- d) Methodology proposed and
- e) Suggested time lines

6.18.2 The Technical Bid shall be in accordance with the following:

- a) Introduction (Purpose/ Objectives/ Scope)
- b) Management Summary (overview of the bidder, overview of the proposed solution, proposed time table, rollout strategy).

6.18.3 Tender forms as presented at Annex 'A' shall be filled and submitted along with Annex 'B', Annex 'D', Annex 'F', Annex 'G', "Annex H", "Annex I" and "Annex J".

6.19 Commercial Bid

The Commercial Bid shall contain the following:

- a) Consultant's Professional Fee
- b) The bid amount shall be quoted as detailed in Annex 'C'. The bid amount shall mention the cost separately from the applicable tax components, if any.
- c) Schedule of Tendered Prices - A copy of the Commercial Bid in the tender document at Annex 'C', duly completed along with Annex 'E'.
- d) Notes on the Schedule of Tendered Prices - Any notes or comments that the bidder wishes to make relating to the Commercial Bid. Bidders shall note that a fixed price is required and that anything that seeks to limit or qualify such a fixed price is likely to be regarded unfavourably.

6.20 Tender Forms

6.20.1 Technical Bid:

- a) A copy of the Declaration in respect of fulfilment of Pre-Qualification Eligibility Criteria, supplied as at Annex 'A', duly completed along with documents in respect of fulfilment of Pre-Qualification Criteria.
- b) A copy of the TECHNICAL Tender Form, supplied as at Annex 'B', duly completed along with Annexes 'D', 'F' and 'G', 'H', 'I' and 'J'.

6.20.2 Commercial Bid:

A copy of the COMMERCIAL Tender Form, supplied as at Annex 'C', duly completed along with Annex 'E'.

CHAPTER 7

BROAD TERMS AND CONDITIONS OF THE CONTRACT

7.1 Broad Terms and Conditions

7.1.1 The following are the general terms and conditions proposed to be included in the Contract. However, the terms and conditions are not conclusive and the Bank reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary, before signing the final agreement.

7.1.2 The Bidder, selected for consultancy services for the project, shall have to enter into a service agreement directly with the Bank. The service agreement shall contain various terms and conditions relating to payment, delivery and acceptance of the design, etc. All the diagrams, drawings, documents, specifications and other related literature & information, provided by the bidder for the solution and agreed to by the Bank, shall also form a part of the agreement.

7.1.3 The bill for the consultancy services shall be furnished along with the prices thereof, as per the terms and conditions contained in this document. The Consultant/ Bidder shall undertake to ensure that the prices are reasonable and in the range of prices for similar/ same services available in the market. In case of any irregularity being detected at any point of time in respect of the above, the Bank shall have the right to take appropriate action against the Consultant/ Bidder, as deemed fit by the Bank. Any additional or different terms and conditions proposed by the bidder shall be liable to be rejected unless expressly assented to in writing by NABARD and accepted by NABARD in writing.

7.1.4 The bidder shall strictly adhere to the delivery dates or lead times identified in the proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the bidder's performance. In the event that the Bank is forced to cancel an awarded contract (related to this RfP document) due to the bidder's inability to meet the established delivery dates, that bidder shall be responsible for any re-procurement costs suffered by the Bank. The liability of bidder in such an event shall be limited to the amount actually spent by the Bank for

procuring similar alternative deliverables and services or to 20% of the total contract value/cost whichever is higher.

7.1.5 The bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations of implementing the project. The bidder also acknowledges that the Bank having relied on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RfP document, the Bank expects the bidder to fulfil all the terms and conditions of this RfP document.

7.1.6 The bidder represents that the proposed documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the project and shall be prepared and maintained in accordance with the highest industry standards. The bidder represents and undertakes to obtain and maintain validity throughout the contract, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder.

7.1.7 All terms and conditions, payments schedules, time frame for expected service levels as per this RfP shall remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any inferences or conclusions made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever, for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for the project, etc., as mentioned in this RfP document.

7.1.8 The Bank and the bidder covenant and represent the following:

- It is duly incorporated, validly existing and in good standing and is functioning as per the laws of the State in which such Party is incorporated.
- It has the corporate power and authority to enter into Agreements and perform its obligations thereunder. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations thereunder are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

7.1.9 The execution, delivery and performance under an Agreement by such Party:

- i. Will not violate or contravene any provision of its documents of incorporation;
- ii. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- iii. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- iv. To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or shall contain any untrue or misleading statement or omits or shall omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been

disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

- v. The Bank shall not return the bid documents to the Bidder(s).
- vi. The Bank shall not be held liable for costs incurred during any negotiations on proposals or proposed contracts or for any work performed in connection therewith.

7.2 Forfeiture of Bid Security

In case a bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form, or in case the successful bidder fails to accept the work order/ sign the Contract, the Bank shall be at liberty to set off/ adjust the proceeds of the performance security towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the bidder in the event of the security being not enough to fully cover the loss/ damage.

7.3 Definitions

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

- (a) "NABARD" means National Bank for Agriculture and Rural Development
- (b) "The Contract" means the work order issued by NABARD, Head Office, Mumbai. and acceptance of the same by the bidder of services, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (c) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- (d) "The Services" means consultancy and related services and other such obligations of the Bidder as applicable under the Contract;
- (e) "TCC" means the Terms and Conditions of Contract contained in this section;
- (f) "The Bidder" or "the bidder" or "bidder" means the bidder providing or intending to provide the Services under this Contract;

7.4 Adherence to Standards

7.4.1 The services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in the Technical Specification, indicated in this RfP as well as the Technical Bid submitted by the bidder and/or agreed to between the Bank and the bidder, and when no applicable standard is mentioned, the deliverables shall be supplied under the authoritative and appropriate international standards of such deliverables and such standards shall be the latest issued by the concerned institution/s.

7.4.2 The Consulting Agency shall adhere to all the applicable laws of the land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

7.4.3 NABARD reserves the right to conduct an audit/ongoing audit of the consulting services provided by the Consulting Agency.

7.5. Income Tax Clearance Certificate (ITCC)

The Bidder, selected for providing consultancy services for the project, must submit the ITCC and other documentary evidence before the final payment is effected.

7.6 Governing Language

All correspondences and other documents pertaining to the contract shall be in English.

7.7 Applicable Laws

The Contract shall be governed and interpreted in accordance with the Indian Laws.

7.8 Notices

7.8.1 Any notice given by one party to the other pursuant to the contract shall be sent to the other party (as per the address mentioned in the contract) in writing either by hand delivery or by registered post or by courier and shall be deemed to be complete only on

obtaining acknowledgement thereof; or by facsimile or by other electronic media and in which case, the notice will be complete only on confirmation of receipt by the receiver.

7.8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

7.9 Contract Amendments

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an amendment. Such an amendment can and shall be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as a part of the contract. The details of the procedure for amendment shall be as specified in the contract.

7.10. Use of Contract Documents and Information

7.10.1 The bidder shall not, without the Bank's prior written consent, disclose the Contract or any provision thereof, or any specification 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 Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for the purposes of such performance.

7.10.2 The bidder shall treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Bank.

7.10.3 Any document, other than the Contract itself, enumerated in Clause 6.10.1, shall remain the property of the Bank and all copies thereof shall be returned to the Bank on termination of the Contract.

7.10.4 The bidder shall not, without the Bank's prior written consent, make use of any document or information except for the purposes of performing the Contract. Further, Work, Study Reports, documents, etc., prepared under this contract shall become the property of the Bank.

7.11 Indemnification

7.11.1 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 RfP. The bidder shall, at its own cost and expenses, defend and indemnify the Bank against all third-party claims including those of the infringement of Intellectual Property Rights, patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India. The bidder shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

7.11.2 The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible to refund to the Bank such compensation paid by the Bank thereof, including all expenses in court and legal fees.

7.11.3 The Bank shall give notice to the bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.

7.11.4 The bidder shall also be liable to indemnify the Bank, at its own cost and expenses, against all losses/ damages, which the Bank may suffer on account of violation by the Bidder of any or all national/ international trade laws, norms, standards, procedures, etc.

7.12 Term of Assignment

The Consulting Agency under this RfP shall be appointed for a period extending until setting up of the enterprise wide BCM Maintenance Framework as indicated in scope in Chapter 3.

7.13 Cancellation of Contract and Compensation

7.13.1 The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank under the following circumstances:

- a) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- b) The bidder goes into liquidation voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- d) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- e) If deductions on account of liquidated damages exceed 10% of the total contract price.

7.13.2 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.

7.13.3 The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/ order.

7.14 Performance Bank Guarantee

7.14.1 The successful bidder shall at his own expense deposit with the Chief General Manager, Risk Management Department, National Bank of Agriculture & Rural Development, Head Office, Mumbai, within thirty (30) working days of the date of notice of award of the tender, a Performance Bank Guarantee from a Scheduled Commercial Bank, payable on demand in terms of Annex Form 'H', for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the bidder.

7.14.2 Without prejudice to the other rights of the Purchaser under the Contract in the matter, the proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. The Bank shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default. The Performance Bank Guarantee may be discharged upon the Bank being satisfied that there has been due performance of the obligations of the bidder under the contract. The Performance Bank Guarantee shall be valid till the end of the contract and shall be discharged and returned to the bidder on successful completion of contract period or successful performance of the contract, whichever is later.

7.14.3 The performance security shall be denominated in the currency of the Contract and shall be by way of bank guarantee or any other form acceptable to the Bank.

7.14.4 Failure of the successful bidder to comply with the above requirement, or failure of the bidder to enter into a contract within 30 days or within such extended period, as may be specified by the Chief General Manager, Risk Management Department, National Bank of Agriculture & Rural Development, Head Office, Mumbai, Mumbai, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

7.14.5 In case, the bidder does not perform under the contract to the full satisfaction of the Bank during the contract period, the Bank shall reserve the right to reject the services rendered under the contract in its entirety or partially, as the case may be, and the bidder

shall be liable to refund the full or proportionate amount, if already paid for the said services. In this regard, the decision of the Bank shall be final. The guarantee shall be a continuing guarantee, valid till the expiry of the contract period.

7.14.6 Any deficiency or deficiencies observed by NABARD during the contract period or before, in the performance or quality of the services rendered can separately or collectively be subject to deduction of sums as compensation from the Bank Guarantee deposited with NABARD. This shall be in addition to other remedies available to it under the contract or otherwise if the selected bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.

7.14.7 The Project will be deemed to have completed on submission to and acceptance by NABARD. No interest will be payable on the Bank Guarantee.

7.15 Execution of PA/NDA and Certificate of Originality

The Consulting Agency shall execute (a) Principal Agreement (PA), which shall include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by NABARD and (b) Non-Disclosure Agreement (NDA). The Consulting Agency shall execute the PA and NDA within one month from the date of acceptance of Letter of Appointment. The Consulting Agency shall also provide a Certificate of Originality, certifying the originality of the dossiers/models submitted by the Consulting Agency to the Bank on their letter head. The date of agreement shall be treated as date of engagement and the completion of the assignment shall be worked out with reference to the date of engagement.

7.16 Period of Contract

7.16.1 The Bank shall engage and appoint a consultant to provide services as detailed in the Scope of Work in Chapter 3 for the Objective and Description of the Project as detailed thereunder and in consideration of remuneration payable by NABARD to

consultant in terms of Para 7.17.1.

7.16.2 The consultant shall complete the assignment within a period of 150 days from the date of acceptance of the appointment order or such extended period as may be mutually agreed upon.

7.17.1 Prices

7.17.1 The price charged by the bidder for the services performed under the Contract shall not vary from the contracted prices.

7.17.2 No adjustment of the contract price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Bank to the bidder for completion of the contractual obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract.

7.17.3 The price shall be inclusive of all applicable taxes (at actuals) excluding service tax. The Bank may include service tax as a part of the total remuneration on production of documentary evidence. The Bank shall not pay any amount/ expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the “Agreed Professional Fee”. The expenses incurred by the Consultants for travel to the Regional Offices selected for the BCM implementation in terms of para 2.2.1 or within Mumbai shall not be reimbursable by the Bank.

7.17.4 The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity. The entire benefits/advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to the Bank.

7.17.5 By submitting the bid for consultancy, the bidder shall be deemed to have accepted all the terms and conditions mentioned in the RfP document. The rates quoted by the bidder/ Consulting Agency shall be adequate to complete the assignment according to the specification and conditions attached thereto. The bidder/ Consulting Agency shall

accordingly take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/ contract amount with taxes, royalties, VAT and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment. The Bank shall not be liable for any tax related additional claim whatsoever in this respect during the period of contract or thereafter.

7.17.6 The TDS amount on prevailing rates and terms shall be deducted from the Consulting Agency running account/ final bills. Necessary certificates shall be issued to the Consulting Agency by the Bank.

7.18 Resolution of Disputes

7.18.1 The bids and any contract resulting therefrom shall be governed by and construed according to the Indian Laws.

7.18.2 All disputes or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the matter may be referred (after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute/ differences), to a single arbitrator, acceptable to both the parties, in accordance with the Arbitration and Conciliation Act, 1996, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of the contract, executed between the Bank and the bidder.

7.18.3 If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, then the sole arbitrator shall be appointed as hereinafter provided.

7.18.4 In case the bidder raises a dispute and the same is referred to arbitration, the Bank shall send to the bidder a list of three names of persons who shall be presently unconnected with the Bank or the bidder. The bidder shall, on receipt of the names as aforesaid, select any one person so named to be appointed as sole arbitrator and communicate his name to the Bank, within 30 days of receipt of such names. The bidder shall, thereupon, without delay, appoint the said person as the sole arbitrator. In case the bidder fails to select any person as sole arbitrator within 30 days of receipt of the panel, the Bank shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by the Bank from the above list of persons.

7.18.5 The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as in force and as amended from time to time. Where the parties appoint an Arbitrator, as per the procedure mentioned hereinabove, the award of the Arbitrator shall be final and binding on the parties. It is hereby agreed that in all disputes referred to the Arbitrator, the Arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a reasoned award. It is hereby agreed that the Arbitrator shall not have powers to order any interim measures whatsoever during the course of arbitration.

7.18.6 The fees, if any, of the Arbitrator shall initially be paid in equal proportion by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator shall be directed to be finally borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator as the case may be in the award.

7.18.7 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. The language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

7.18.8 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 or by e-mail and confirmed in writing to the other party's specified address which has to be acknowledged by the receiver in writing.

7.18.9 The award shall be final and binding on both the parties and shall apply to the Contract.

7.18.10 In case, the decision of the sole arbitrator is not acceptable to either party, the disputes/ differences shall be referred to joint arbitrators, one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be governed by the provisions of the Rules of Arbitration of the Indian Council of Arbitration under the exclusive jurisdiction of the courts at Mumbai, India and also the provisions of the Arbitration and Conciliation Act, 1996.

7.18.11 The work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by the Bank, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

7.19 Delays in the Bidder's Performance

7.19.1 The bidder shall strictly adhere to the implementation schedule, as specified in this document and also specified in the contract, executed between the Parties for performance of the obligations, arising out of the contract and any delay in completion of the obligations by the bidder shall enable the Bank to resort to any or both of the following:

- a) Claiming Liquidated Damages.
- b) Termination of the service agreement fully or partly and claim liquidated damages.

7.20 Liquidated Damages

7.20.1 A liquidated damage is an estimate of the loss or damage that the Bank may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the contract relating to delivery and acceptance, etc., in providing consultancy for BCM Programme by the bidder and the bidder shall be liable to pay the Bank a fixed amount for each day of delay/ non-performance of the obligations by way of liquidated damages, details of which shall be specified in the Contract. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidated damages, if any, accruing to the Bank, as above, from any amount payable to the bidder either as per the contract, executed between the parties or under any other agreement/ contract. The Bank reserves the right to recover such amount from performance guarantee.

7.20.2 Liquidated Damages are not applicable for reasons attributable to the Bank or Force Majeure. However, it is the responsibility/ onus of the bidder to prove that the delay is attributed to the Bank and/ or Force Majeure. The bidder shall submit the proof, duly authenticated, that the delay is attributed to the Bank or Force Majeure.

7.21 Force Majeure

7.21.1 The Bidder or the Bank shall not be responsible for delays, restrictions, interference or non performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilisations, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, blockade, acts of God, plague or other epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations, or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations and on occurrence of such delays, restrictions, interference or non performance of any or all contractual obligations, notwithstanding anything here before contained, the party

affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

7.21.2 In case a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and any change thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform his obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

7.22 Payment Terms

7.22.1 Payment shall be made after acceptance/ deemed acceptance of milestones indicated in para 2.3.1. The deliverables shall be deemed to be fully and finally accepted by the Bank in the event such that the Bank has not submitted its response by way of acceptance or rejection in writing to the consulting agency within 30 days from the date of submission of the deliverable or when the Bank has commenced usage of the deliverable in its business, whichever is earlier. In case of rejection of any deliverable by the Bank, the consulting agency shall have a maximum time period of 15 days for correction. The payment shall be made by the Bank in Indian Rupees.

7.22.2 The bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms shall not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. Once a contract price is arrived at, the same must not be subject to escalation during the performance of the contract.

7.22.3 The Bank shall release payment of the agreed Professional Fees to the Consulting Agency, for which contract will be executed, in stages, on completion of the various major activities, after deduction of applicable taxes at source. No advance payments shall be made. Further, it may be noted that the criteria indicated below is only for the purpose of

effecting professional fees payment. The Consulting assignment shall cover the entire scope of work mentioned in Chapter 3 and the Consulting Agency shall deliver all the “Deliverables” as mentioned under Para 2.3.1 of this RFP document.

7.22.5 The Bank shall release the payment within 15 working days from the date of receipt of invoice. In case of dispute/s, payment shall be made within 10 working days of resolution of the dispute/s. No penal interest shall be payable for delayed payment.

7.22.6 The release of payments and retention money will be further subject to conditions mentioned below :

- The Consulting Agency shall delegate all the scope into deliverables.
- All the deliverables as mentioned in Chapter 3 shall be covered phase wise.
- The documents, reports and drafts submitted by the Consulting Agency are subject to acceptance by the Bank and shall be as per RBI Guidelines and industry norms.
- All the recommendations submitted by the Consulting Agency should be supported by documentary evidence.
- The bidder shall not change the Project Manager during the entire period of execution of the scope unless consented in writing by the Bank.
- The bidder shall make outlay of resource proposed to be deployed in the bid document for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

7.23 Taxes and Duties

The bidder shall be entirely responsible for obligations vis-à-vis fiscal authorities relating to all taxes, stamp duties, license fees, and other such levies, as applicable to it, imposed within and outside India.

7.24 Confidentiality

7.24.1 All materials generated during the project cycle by the Bank along with or by the Consultant for the Bank, including but not limited to, gap analyses, studies, ideas, reports, surveys, projections, certifications, memoranda, customer lists and financial reports, etc.,

shall be the property of the Bank and shall be treated as “Confidential” by the Consultant to be appointed under this RfP (except such information and materials as may be established to be in the public domain). The same shall not be disclosed or parted with by the consultant to third parties without the Bank’s prior written approval even after the expiry of the contract or completion of the project. In other words, these are to be treated permanently as “Confidential”. The work/ study carried out by the consultant shall be the sole property of the Bank. Information collected or provided to the consultant shall be confidential and shall not be used by him for any other purpose.

7.24.2 At no point shall the consultant use the name of the Bank without prior written permission to advertise itself.

7.24.3 The Consultant shall take appropriate action with respect to their employees to ensure that the obligations of non-use and non-disclosure of confidential information as hereinbefore mentioned are fully satisfied.

7.25 Compliance in obtaining approvals/ permissions/ licences:

The bidder shall promptly and timely obtain all such consents, permissions, approvals, licences, 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 Regulations/ 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 therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

7.26 Termination

The Bank reserves the right to terminate the contract at any point of time during the implementation phase without showing any reasons thereof, by giving a written notice of 30 days to the bidder. In such case payment would be made commensurate with the level of completed work. If the bidder becomes bankrupt or otherwise insolvent, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. Further, the Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- i. Failure of the successful bidder to accept the contract;
- ii. Delay in offering services;
- iii. Delay in completing of the assignment
- iv. In addition to the cancellation of the contract, the Bank reserves the right to appropriate the damages through encashment of Bid Security / Bank Guarantee given by the bidder.

7.27 Work Space/ staff members required to carry out the assignment

7.27.1 The key persons identified by the Consulting Agency for the project shall carry out their activities from the Bank Head Office, Bandra Kurla Complex, Mumbai-400051, or any other suitable location as provided by the Bank. The Consulting Agency shall furnish the work space required by them a minimum of one month in advance.

7.27.2 The requirement of the staff members from the Bank along with their expected skill sets shall be requested a month in advance for different phases and areas of implementation. The expected skill sets shall be from the available resource of the Bank that can be put at the disposal of the consultancy contract.

7.28 Project Team Members

The key persons identified by the Consulting Agency shall possess the following qualifications/ experience :

- MBA/ PG – Finance
- FRM-GARP/ International-CFA/ CA/ PG (Diploma) in Risk Management/ Financial Engineering.
- Should have been a part of team which has provided consultancy in BCM to public/ private sector banks/ AIFIs in India.

7.29 Single Point of Contact

The selected bidder shall have a local office in India. The selected bidder shall provide details of a single point of contact, viz., name, designation, address, e-mail address, telephone/mobile no., etc. The Escalation Matrix shall also provide full details.

7.30 Intellectual Property Rights and Design Ownership

7.30.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of services in any part thereof in India, the bidder shall act expeditiously to extinguish such claim. If the Consulting Agency fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank reserves the right to issue notice to the bidder of such claim, if it is made, without delay.

7.30.2 All the drafts, notes, documents, discussion papers, presentations, etc., prepared by the Consultants and submitted to the Bank in connection with the Project, all the notes and other documents prepared in the course of execution/ process of development of the Project submitted/ not submitted to the Bank shall be and remain the property of the Bank and all intellectual property rights pertaining thereto and other rights thereto shall vest in the Bank. All the designs, documents, etc., that remain in the custody of the Consultant during the progress of the project shall be delivered by the Consultants to the the Bank on completion of the project. The Consultant shall not use or allow anyone to use such designs, documents, software, etc., without the prior written permission of the

Bank and any such act without the written permission of the Bank shall constitute violation of Intellectual Property Rights.

7.30.3 The Bank shall not share the document/ materials, etc., with any external party except as required by the regulator or under any law of the land or for the purpose of audit.

7.31 Substitution of Project Team Members:

During the assignment, the substitution of key staff such as Project Manager, Team Leader etc., identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome undue delay or that such changes are critical to meet the obligations under the contract. In such circumstances, the consultant shall do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the consultant during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the right to insist upon the consultant to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

7.32 Professionalism:

The consultant shall provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

7.33 Vicarious Liability

7.33.1 The consultant shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the consultant and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue

or arise, by virtue of engagement of employees, agents, contractors, subcontractors, etc., by the consultant, for any assignment under the contract. All remuneration, claims, wages dues, etc., of such employees, agents, contractors, subcontractors, etc., of the consultant shall be paid by the consultant alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the consultant's employees, agents, contractors, sub-contractors etc. The consultant shall agree to hold the Bank, its successors, assignees and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may be caused to the Bank through the action of consultant's employees, agents, contractors, subcontractors etc.

7.33.2 The consultant or any of its holding/ subsidiary/ joint-venture/ affiliate/ group/ client companies or any of their employees/ officers/ staff/ personnel/ representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/ officers/ staff/ representatives/ personnel/ agents.

7.34 Non Payment of Professional Fees

In case any of the items/ activities as mentioned in the price bid and as mentioned in Annex 'C' are not taken up by the Bank during the course of this assignment, the Bank shall not be liable to pay the professional fees quoted by the consultant in the Price Bid against such activity.

7.35 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the consultant, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

7.36 Joint Bidding and Sub Contracting

The consultant shall not jointly bid or subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the consultant under the contract without the prior written consent of the Bank.

7.37 Non-Solicitation

The consultant, during the term of the contract and for a period of one year thereafter shall not, without the express written consent of the Bank, directly, or indirectly : a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the Bank, in rendering services under the contract; or b) induce any person who is an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

7.38 Domestic Presence of the Consultant

The Consultant shall have presence in India during the entire period of contract.

7.39 Extension of contract

The Bank, at its discretion and with mutual agreement with the consultant may extend the term of contract even after completion of the implementation of the BCM programme for such period, terms and conditions as mutually agreed. For the purpose of computing the monetary values for such extended contract, the man month rate as revealed in this bid shall be used as base with adequate mark up on CPI index (urban) (base for the index would be the month and year in which the implementation is completed).

ANNEX A

DECLARATION IN RESPECT OF FULFILMENT OF ELIGIBILITY CRITERIA

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Risk Management Department,
Head Office,
C-24, "G" Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai- 400051

Dear Sir,

Subject: Basic information about the Bidder and declaration regarding Pre-Qualification (PQ) criteria-Implementation of BCM programme for NABARD.

We hereby declare that we have read the Request for Proposal (RfP) for appointment of consultant for end-to-end consultancy for implementation of BCM programme for NABARD in its entirety and provide following information for fulfilling the Pre-Qualification criteria as mentioned in Chapter 5.1:

PART A

Sl. No.	General Information	
1	Registered Name of the Bidder	
2	Details of the Company, Firm registration	
3	Registered Address of the Firm/ Company	Location
		Street
		Locality
		City
		PIN Code
		Country
		Telephone
		Fax

		Others
4	Name of Directors / Partners	
5	Name of the CEO/Managing Director	
6	Address for correspondence	Location
		Street
		Locality
		City
		PIN Code
		Country
		Telephone
		Fax
		Email
		Others
7	Name of the contact person	

8	Designation of the contact person	
9	Contact person's address and contact number (if different from that given at Sl No 2)	Location
		Street
		Locality
		City
		PIN Code
		Country
		Telephone
	Email	
	Others	
10	Organisational Structure (<i>enclose organisational chart</i>)	

PART B

Sl. No.	Pre Qualification Criteria	Fulfilled Completely Yes/No)	List of Documentary Evidence Enclosed	Remarks
1	Be a Proprietorship Firm/ Partnership Firm/ Limited Company. (Documentary evidence enclosed, such as Certificate of Incorporation, etc.)			
2	The bidder firm or company in existence in India for at least five years as on March 31, 2016. In case of mergers/ acquisitions/ restructuring or name change, the date of establishment of earlier / original Partnership Firm/			

	Limited Company can be factored in. Documentary evidence enclosed, such as Certificate of Incorporation etc.)			
3	In the line of similar project consultancy for at least for a period of 5 years as on March 31, 2016. (Documentary evidence should enclosed, such as certificates from organisations for which similar project consultancy has been carried out)			
4	Have adequate financial standing (minimum turnover of Rs. 25 crore) to undertake assignments of this magnitude and should have positive net worth continuously for the past three financial years (i.e. March 31, 2014, 2015 and 2016). (The last three financial years' audited Balance Sheets and Profit and Loss Account reports should be enclosed) Note : [(Net Worth = Capital Funds (Paid- up Equity Capital + Paid-up preference shares + Free Reserves) - (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets)]			
5	The bidder should have earned net profit in each of the last three years. (The last three financial years' audited Balance Sheets and Profit and Loss Account reports should be enclosed).			
6	The bidder must warrant that it is a going company/ firm, financially solvent, i.e., able to meet all its debts as and when they fall due. (Certificate from a Chartered			

	Accountant that the bidder is financially solvent, i.e., it is able to meet all its debts as and when they fall due).			
7	Not have been barred/ black listed by any regulatory/ statutory authority/ PSU/ Government client/ Bank/ FI.			
8	The bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the RFP requirements, it shall provide details of the action(s) and declaration in this regard.			
9	The bidder should have prepared and implemented a BCM framework in at least 1 Bank (excluding RRBs, Cooperative Banks & LABs), and at least 1 F.I. (except NBFCs/ MFIs and/or Insurance Companies, in India.			
10	The bidder should provide satisfactory performance certificates from a minimum of two customers where the bidder has implemented BCM during the last 5 years. The BCM certificate shall contain a brief description of the project/s undertaken.			
11	The bidder should have an office in India with technically qualified staff to render the said services and should be able to support implementation of BCM in Mumbai and other offices mentioned in the Scope of Work.			

2. In case the Bank needs additional information/ clarification, we shall furnish the same within the time frame as specified by the Bank.

3. In case, the Bank finds any deviation, information furnished is incorrect or misrepresented, the Bank may take decision as deemed fit, without giving any explanation.

Yours faithfully,

(Signature and seal)

Name:

Designation:

Place:

Date:

ANNEX B

TECHNICAL BID FORM-BCM PROGRAMME

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Risk Management Department,
Head Office,
C-24, “G” Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai- 400051

Dear Sir,

1	Name of the Bidder	
2	<p>Experience :</p> <ol style="list-style-type: none"> 1. BCM implementation experience with banks 2. BCM implementation experience with financial institutions and insurance companies 	<p>Project details of each project to be given in the following format, with documentary evidence.</p> <ul style="list-style-type: none"> • Project name • Project description, including technical details • Role of the company, whether complete end-to-end involvement or for a particular module • Project location • Client name • Client address • Client contact person, contact no • Project starting date • Project ending date
3	Methodology and approach in implementing the programme	Bidder can provide this in the format they think appropriate. The methodology and approach should cover the scope of work in its entirety
4	Experience of team members in BCM implementation for banks, insurance companies and financial institutions	<p>Name of the project manager from the bidding entity</p> <ul style="list-style-type: none"> • Name of the proposed project manager • List of BCM projects handled by the project manager • Name of the team members in the proposed team for BCM consultancy who had handled consultancy assignments in BCM for Public Sector Banks, Private Sector Banks, Financial Institutions and Government departments in India/overseas along with name of the clients handled and total experience in the BCM domain • Name of the team members in the proposed team for BCM consultancy who had handled

		consultancy assignments in BCM other than banks, insurance companies and financial institutions and total experience in the BCM domain
5	Certifications of team members from recognized institutes like Business Continuity Institute (BCI) / Disaster Recovery Institute (DRI)	<ul style="list-style-type: none"> • List of team members along with a copy of their certifications in the BCM domain

(Signature and seal)

Name:

Designation:

Place:

Date:

ANNEX C

COMMERCIAL BID FORM – BCM PROGRAMME

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Risk Management Department,
Head Office,
C-24, “G” Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai- 400051

Dear Sir

Sl.No.	Activity	Consultant's Professional Fee (Amount in Rupees)
1	BCM Framework	
2	Business Impact Analysis	
3	Risk Assessment	
4	BCM Strategies and Business Continuity Plans	
5	IT Disaster Recovery Review	
6	BCM Awareness	
7	BCM Maintenance	
	Total	
	Service Charges	
	Grand Total	

1.The above quoted fee is the lump sum (fixed price) amount and any add on in any form will not be payable by the Bank for whatsoever reason.

2. The fee includes all taxes, duties, levies etc. Service Tax is included .

3. The fee also includes the cost of deliverables for all the phases of BCM Programme.

4. Bank will deduct the tax at source, if any, as per the law of the land.

5. Further, we confirm that we will abide by all the terms and conditions contained in the Request for Proposal document.

(Signature and seal)

Name:

Designation:

Place:

Date:

ANNEX D
COMPLIANCE CERTIFICATE - TECHNICAL BID

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Risk Management Department,
Head Office,
C-24, "G" Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai- 400051

Dear Sir,

**Tender dated ----- TECHNICAL BID for Consultancy Services for
Implementing Business Continuity Management (BCM) programme in
NABARD**

Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer consultancy services for implementing Business Continuity Management (BCM) programme in NABARD and to meet such requirements and provide such services as are set out in the Tender Document.

We attach hereto the Tender Response as required by the Tender document, which constitutes our bid.

We undertake, if our Tender is accepted, to adhere to the implementation plan and timelines put forward in our Tender Response or such adjusted plan as may subsequently be mutually agreed between us and NABARD or its appointed representatives.

If our Tender Response is accepted, we will obtain a performance bank guarantee in the format given in the Tender Document issued by a Scheduled Commercial Bank in India for a sum equivalent to 10% of the contract sum for the due performance of the contract.

We agree to abide by this Tender Response for a period of ninety days from the date fixed for Tender opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This Tender Response,

together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We agree that you are not bound to accept the lowest or any Tender Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the goods/ products specified in the Tender Response without assigning any reason whatsoever.

We declare that we have not been blacklisted/ debarred by any regulatory/ statutory authority/ PSU/ Government Client/ Bank/ FI.

We declare that, as on date, no legal action has been initiated against us for any cause in any legal jurisdiction/ That, as on date legal action has been initiated against us in respect of(as per details enclosed), however, the same does not affect our ability to deliver the RfP requirements.

It is hereby confirmed that we are entitled to act on behalf of our corporation/ company/ firm/ organization and empowered to sign this document as well as such other documents which may be required in this connection.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely, the “Prevention of Corruption Act, 1988”.

Dated this Day of 2017

.....

(Signature)

(in the capacity of)

Duly authorised to sign the Tender Response for and on behalf of :

.....

...

(Name and address of Bidding Company)

(Seal/Stamp)

Witness name: Witness name:

Witness address:.....Witness address:.....

Witness signature:.....Witness signature:.....

Attachment: Board Resolution delegating signing powers to authorised signatories.

Tender Technical Response

Certificate as to Authorised Signatories

I, certify that I am Secretary/----- of the
.....

(Name of the bidding entity) and that

(Name of the firm/ company's signatory) who signed the above Tender is authorised to bind the firm/ company by authority of its governing body.

.....

(Seal) (Secretary)

ANNEX E
COMPLIANCE CERTIFICATE - COMMERCIAL BID

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Risk Management Department,
Head Office,
C-24, "G" Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai- 400051

Dear Sir,

Tender dated -----2017 "COMMERCIAL BID for Consultancy Services for Implementing Business Continuity Management (BCM) programme" in NABARD

Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer consultancy services Implementing Business Continuity Management (BCM) programme in NABARD and to meet such requirements and provide such services as are set out in the Tender Document for a total bid price of:
..... **(Indian Rupees in words and figures).**

We attach hereto the Tender Commercial Response as required by the Tender document, which constitutes our bid.

We undertake, if our Tender is accepted, to adhere to the implementation plan put forward in our Tender Response or such adjusted plan as may subsequently be mutually agreed between us and NABARD or its appointed representatives.

If our Tender Response is accepted, we will obtain a performance bank guarantee in the format given in the Tender Document, issued by a Scheduled Commercial Bank in India, for a sum equivalent to 10% of the contract sum for the due performance of the contract. We agree to abide by this Tender Response for a period of ninety days from the date fixed for Tender opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed. This Tender Response, together with your written

acceptance thereof in your notification of award, shall constitute a binding contract between us.

We agree that you are not bound to accept the lowest or any Tender Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the goods/ products specified in the Tender Response without assigning any reason whatsoever.

It is hereby confirmed that I/ We are entitled to act on behalf of our corporation/ company/ firm/ organization and empowered to sign this document as well as such other documents which may be required in this connection.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India, namely the “Prevention of Corruption Act 1988”.

Dated thisDay of 2017

.....

(Signature)

(in the capacity of)

Duly authorised to sign the Tender Response for and on behalf of :

.....

(Name and address of Bidding Company)

(Seal/Stamp)

Witness name:.....Witness name:.....

Witness address:.....Witness address:.....

Witness signature:.....Witness signature:.....

- Attachment:
- Board resolution delegating signing powers to authorised signatories
 - Tender Commercial Response

Certificate as to Authorised Signatories

I, certify that I am Secretary of the
.....

(Name of the bidding entity) and
that.....

(Name of the firm/ company's signatory) who signed the above Tender is authorised to
bind the firm/ company by authority of its governing body.

(Seal)

.....
(Secretary)

ANNEX F
ESTIMATED EFFORT AND TIME

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Risk Management Department,
Head Office,
C-24, "G" Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai- 400051

Dear Sir,

Estimated effort and elapsed time details are as under :

Sl. No.	Activity/Task (Chapter 3)	Estimated Time	Effort in Man Days	Number of Team Members who will be engaged	Remarks
1	BCM Framework				
2	Business Impact Analysis				
3	Risk Assessment				
4	BCM Strategies and Business Continuity Plans				
5	IT Disaster Recovery Review				
6	BCM Awareness				
7	BCM Maintenance				

(Signature and seal)

Name:

Designation:

Place:

Date:

**ANNEX G
PROPOSED TEAM PROFILE**

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Risk Management Department,
Head Office,
C-24, "G" Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai- 400051

Dear Sir,

Following is the detail of proposed team members :

Sl. No.	Name of the person (project manager, team leader, team member)	Qualification (professional, certification, accreditation)	Expertise (in terms of years and areas of expertise)	Public Sector Banks, Private Sector Banks, Financial Institutions
1				
2				
3				
4				
5				
6				
7				

Documentary proofs are to be enclosed to substantiate the claims made.

(Signature and seal)

Name:

Designation:

Place:

Date:

ANNEX H

PERFORMANCE BANK GUARANTEE

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Risk Management Department,
Head Office,
C-24, "G" Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai- 400051

Dear Sir,

PERFORMANCE BANK GUARANTEE - Consultancy Services for Implementing Business Continuity Management (BCM) programme in NABARD

WHEREAS

M/s. (name of Bidder), a Proprietorship Firm/ Partnership Firm/ Limited Company registered under the -----Act, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into an Agreement dated (hereinafter, referred to as "the said Agreement") with you (NABARD) for end to end consultancy services, as detailed in the scope of work for the consultant for the project in the RfP document, for Business Continuity Management Programme of NABARD, as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs..... (in words and figures), being 10% of the Contract Price of Rs. ... (in words and figures), as per the said Agreement, as security against breach/ default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

I. In the event of our constituent committing any breach/ default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs..... (in words and figures) without any demur.

II. Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

III. This Performance Bank Guarantee shall be valid only up to completion of end to end consultancy, and as per the satisfaction of NABARD;

IV. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Agreement until the completion of the end to end consultancy as per said Agreement.

V. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honour the same without demur.

VI. In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.

VII. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.

VIII. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

IX. In case it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (NABARD).

X. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.

XI. Notwithstanding anything contained herein above, our liability under this Performance Guarantee is restricted to Rs..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favour.

2. We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our

constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

I. Our liability under this Performance Bank Guarantee shall not exceed Rs. (in words and figure);

II. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before completion of the warranty period for end to end consultancy. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated this day 2017

Yours faithfully,

For and on behalf of the Bank, (Signature)

Designation

(Address of the Bank)

Note :

a) This guarantee will attract stamp duty as a security bond under Article 54(b) of the Mumbai Stamp Act, 1958.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

ANNEXURE I
UNDERTAKING FOR CONFIDENTIALITY
(To be submitted on the Official Letter Head of the Bidder)

Strictly Private and Confidential

Ref. No.....

Date :

The Chief General Manager
Risk Management Department
NABARD Head Office
3rd Floor, E Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (E)
Mumbai - 400051

Dear Sir

Undertaking of Confidentiality

We acknowledge that during the course of bidding for Request For Proposal (RFP) floated for appointment of Consultant/ Consulting Agency for implementation of Business Continuity Management (BCM) Programme in National Bank for Agriculture and Rural Development (NABARD) and during the course of implementation thereof, we shall have access to and be entrusted with confidential information. For the purposes of this document, the phrase “Confidential Information” shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, constituting Intellectual Property or otherwise), whether oral or written, relating to NABARD and its business that is provided to us pursuant to this Undertaking.

In consideration of NABARD 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 as permitted by item 5 below.
4. We shall not disclose or divulge any of the confidential information to any other client of _____[name of Consulting Agency]
5. This Undertaking shall not prohibit disclosure of confidential information:
 - To our partners / directors and employees who need to know such confidential information to assist with the bidding for RFP floated for Appointment of Consulting Agency who will study the existing procedures relating to the existing Business Continuity Management in NABARD, assist NABARD in formulating and implementing an effective Business Continuity Management (BCM) Plan in NABARD;
 - With your prior written consent, such consent not to be unreasonably withheld;
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
 - To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.
6. Upon your request, we shall arrange delivery to you of all confidential information, and copies thereof, that it is in documentary or other tangible form, except:
 - For the purpose of a disclosure permitted by item 5 above; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
7. This Undertaking shall not apply to confidential information that:
 - Is in the public domain at the time it is acquired by us;
 - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
 - Is already in our possession prior to its disclosure to us; and
 - Is independently developed by us.

8. 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.

9. We acknowledge that the confidential information will not form the basis of any contract between you and us.

10. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.

11. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Undertaking shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

12. 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.

We have read this Undertaking fully and confirm our agreement with its terms.

Yours Sincerely

Seal & Signature of the bidder

Name:

Position:

Date:

ANNEXURE J

PRE CONTRACT INTEGRITY PACT

General

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, the National Bank for Agriculture and Rural Development (NABARD), represented by Shri _____ (hereinafter called “NABARD ”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “Service Provider” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS NABARD proposes to procure the services of consultancy and the Service Provider is willing to offer/has offered the same and

WHEREAS the Service Provider is a Proprietorship Firm/ Partnership Firm/ Limited Company, constituted in accordance with the relevant law in the matter and NABARD is a body corporate established under the NABARD Act, 1981 having its Head Office at Plot No.C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling NABARD to obtain the desired consultancy services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling NABARD to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and NABARD will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows :

Commitments of NABARD

1.1 NABARD undertakes that no official of NABARD, connected directly or indirectly with the contract, shall demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the service provider , either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 NABARD shall, during the pre-contract stage, treat all service providers alike, and shall provide to all service providers the same information and will not provide any such information to any particular service providers which could afford an advantage to that particular service providers in comparison to other service providers s.

1.3 All the officials of NABARD will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the service providers to NABARD with full and verifiable facts and the same is prima facie found to be correct by NABARD, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by NABARD and such a person shall be debarred from further dealings related to the contract process. In such a

case while an enquiry is being conducted by NABARD the proceedings under the contract would not be stalled.

Commitments of the Service Provider

3. The Service Provider commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The Service Provider will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NABARD, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The Service Provider further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NABARD or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with NABARD for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with NABARD.

3.3 The Service Provider shall disclose the name and address of agents and representatives and Indian service providers shall disclose their foreign principles or associates.

3.4 The Service Provider shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ contract.

3.5 The Service Provider further confirms and declares to NABARD that the Service Provider is the integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NABARD or any of its functionaries, whether officially or unofficially to the award of the contract to service providers, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Service Provider, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NABARD or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Service Provider will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Service Provider will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Service Provider shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by NABARD as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Service Provider also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Service Provider commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Service Provider shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 In case the Service Provider or any employee of the Service Provider or any person acting on behalf of the Service Provider either directly or indirectly is a relative of any of the officers of NABARD, or alternatively if any relative of an officer of NABARD has financial interest/stake in the Service Provider's firm, the same shall be disclosed by the Service Provider at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

3.13 The Service Provider shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NABARD.

Previous Transgression

4.1 The Service Provider declares that no transgression has occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify the Service Provider /Consulting Agency's exclusion from the tender process.

4.2 The Service Provider agrees that if it makes incorrect statement on this subject, the Service Provider /Consulting Agency can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the Service Provider shall deposit an amount of Rs. _____ as Earnest Money, with NABARD, through any of the following instruments :

- i. A Banker's Cheque/ Demand Draft or a Pay Order in favour of _____
- ii. Any other mode or through any other instrument acceptable to NABARD.

5.2 The Security Deposit/performance bank guarantee shall be valid upto the period of complete conclusion of the contractual obligations to the complete satisfaction of both the service provider and NABARD.

5.3 No interest shall be payable by NABARD to the service provider on Earnest Money for the period of its currency.

Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the service provider or any one employed by it or acting on its behalf (whether with or without the knowledge of the service provider) shall entitle NABARD to take all or any one of the following actions, wherever required :-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Consulting Agency. However, the proceedings with the other Consulting Agency(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by NABARD and NABARD shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the Consulting Agency.

iv. To recover all sums already paid by NABARD, and with interest thereon at 2% higher than the prevailing MCLR of State Bank of India. If any outstanding payment is due to the Consulting Agency from NABARD in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Consulting Agency, in order to recover the payments, already made by NABARD, along with interest.
- vi. To cancel all or any other contracts with the Consulting Agency. The Consulting Agency shall be liable to pay compensation for any loss or damage to NABARD resulting from such cancellation/rescission and NABARD shall be entitled to deduct the amount so payable from the money(s) due to the Consulting Agency.
- vii. To debar the Consulting Agency from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of NABARD.
- viii. To recover all sums paid in violation of this Pact by Consulting Agency(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NABARD with the Consulting Agency, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by NABARD to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

6.2 NABARD will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the Consulting Agency or any one employed by it or acting on its behalf (whether with or without the knowledge of the Consulting Agency), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of NABARD to the effect that a breach of the provisions of the Pact has been committed by the Consulting Agency shall be final and conclusive on the Consulting Agency. However, the Consulting Agency can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause

7.1 The Consulting Agency undertakes that it has not provided/nor providing similar services or sub services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that similar services or sub services was provided by the Consulting Agency to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Consulting Agency to NABARD, if the contract has already been concluded.

Independent Monitors

8.1 NABARD has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by NABARD.

8.6 The Consulting Agency(s) accepts that the Monitor has the right to access without restriction to all Project documentation of NABARD including that provided by the Consulting Agency. The Consulting Agency will also grant the Monitor, upon his request

and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Consulting Agency/Subcontractor(s) with confidentiality.

8.7 NABARD 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of NABARD within 8 to 10 weeks from the date of reference or intimation to him by NABARD / Consulting Agency and should the occasion arise submit proposals for correcting problematic situations.

Facilitation of Investigation

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, NABARD or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Consulting Agency and the Consulting Agency shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

10.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of NABARD.

Other Legal Actions

11.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the Consulting Agency/ Seller, including warranty period, whichever is later. In case the Consulting Agency is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

NABARD
Name of the Officer
Designation

Consulting Agency
Chief Executive Officer

NABARD

Witness
1. _____

Witness
1. _____

2. _____

2. _____