



नाबार्ड के लिए ई-साइन सेवाओं
के लिए बोली का अनुरोध
Request for Quote for
Subscription of e-Sign Services for NABARD

National Bank for Agriculture and Rural Development (NABARD)

Department of Information Technology

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

Bandra Kurla Complex, Bandra (East)

Mumbai - 400051

Maharashtra

Phone: 022-26539667

Important Disclaimer:

This Request for Quote (RFP) is not an offer by NABARD, but an invitation to receive response from eligible interested bidders for providing services of e-Sign to the organization. No contractual obligation whatsoever shall arise from the RFQ process unless and until a formal contract is signed and executed by NABARD with the Bidders. This document should be read in its entirety.

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Key Dates and Information

S. No	Particulars	
1.	आरएफक्यू संख्या/RFQ Number	No.NB.DIT/787/DIT-49/01/2022-23 dated 30 January 2023
2.	आरएफक्यू जारी करने की तारीख/RFQ Issuance date	30 January 2023
3.	कोई स्पष्टीकरण/प्रश्न प्राप्त करने की अंतिम तिथि/Last date for receiving any clarification/Queries	3 February 2023, 5:00 PM Submission through email to dit@nabard.org and pravesh.gangwar@nabard.org
4.	प्री बिड मीटिंग (एमएस टीम के माध्यम से)/Pre Bid Meeting (Through MS Teams)	6 February 2023, 2:30 PM Meeting Link: https://bit.ly/3XNtZwS
5.	प्रश्नों/स्पष्टीकरणों/शुद्धिपत्र के उत्तर देने की तिथि /Date of placing replies to queries/clarifications/Corrigendum	9 February 2023
6.	बोली प्राप्त करने की अंतिम तिथि/समय Last date/time for receipt of BID	13 February 2023, 3:00 PM
7.	बिड खोलने का स्थान / Opening of Technical Bids Place:	NABARD, Department of Information Technology, 5 th Floor, 'C' Wing, Plot C-24, 'G' Block Bandra-Kurla Complex, Bandra (East) Mumbai , Maharashtra 400 051
8.	चयनित सफल बोलीदाताओं द्वारा प्रस्तुति (यदि आवश्यक हुआ) / Presentation by shortlisted successful Bidders (if required)	

The dates mentioned above are subject to change and the Bidder acknowledges that he/she cannot hold the Bank responsible for any revision in these dates. Bidders may choose to be present at the time of opening of bids. The shortlisted Bidders would be communicated the exact date and place of presentation and they should remain prepared for a presentation within a short notice. Bidders / respondents who wish to present for pre bid meeting or bid opening must possess a valid authorization letter

Subscription to E-Sign Services - General Terms and Conditions

1. Terms and Conditions

i. Definitions

- a) 'NABARD' or 'Organisation', means National Bank for Agriculture and Rural Development.
- b) 'DIT' means Department of Information Technology.
- c) 'Vendor' or 'Bidder' means the bidder of the RFQ.
- d) 'RFQ' means the Request for Sealed Quotation.
- e) 'Recipient' or 'Respondent' or 'Bidder' means the agency which has submitted the RFQ documents.
- f) 'Offer' or 'Bid' means response to RFQ documents submitted by the Recipient to NABARD.
- g) Services means E-Sign services.
- h) 'RO' means Regional Office.
- i) 'HO' means Head Office.
- j) MoF - Means of Finance.
- k) Bank means "**NABARD**".
- l) Proposal means the Technical Proposal and the Financial Proposal/bid.
- m) Bid means the response received in the prescribed format from a bidder in accordance with the RFQ.
- n) Website means NABARD "s official website "<https://www.nabard.org/>".

ii. Recipients

The RFQ document is intended for the information and action of the party to whom it is issued ("**the Recipient**" or "**the Respondent**" or "**the Bidder**") and no other person or organization.

iii. Confidentiality

The RFQ document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party without NABARD's written permission. The RFQ document is provided to the Recipient on the basis of an undertaking of confidentiality given by the Recipient to NABARD. NABARD may update or revise the RFQ document or any part of it. The Recipient acknowledges that any such revised or amended document is subject to the same terms and conditions as the original and subject to the same confidentiality undertaking.

iv. Indemnity

- a) The **Successful Bidder** shall, at his own expense, defend and indemnify NABARD against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed/engaged otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.
- b) The Bidder shall indemnify, protect and save NABARD and hold NABARD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including reasonable attorney fees), relating to or resulting directly or indirectly from
- ✓ an act or omission of the Bidder, its employees or its agents in the performance of the services provided by this contract,
 - ✓ breach of any of the terms of this RFQ or breach of any representation or warranty by the Bidder,
 - ✓ Use of the deliverables and or services provided by the Bidder,
 - ✓ Infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- c) The Bidder shall further indemnify NABARD against any loss or damage to NABARD or NABARD's premises or property, NABARD's data, loss of life, etc., due to the acts of the Bidder's employees or representatives.

v. Costs to be borne by Respondents

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

vi. Legal Relationship

No binding legal relationship shall exist between any of the Respondents and NABARD until execution of a contract.

vii. Recipients' obligation to inform itself

It is the Recipient's responsibility to conduct all necessary investigations and analysis regarding any information contained in the RFQ document and the meaning and impact of that information.

viii. Errors and Omissions

Each Recipient should notify NABARD of any error, omission, or discrepancy found in this RFQ document. Notification should be addressed to the CGM, DIT, and NABARD-Head Office as per the address given in **Address for Communication**.

ix. Acceptance of Terms and Conditions

Recipient shall, by responding to NABARD with a submission, be deemed to have accepted the terms and conditions of this document in totality without any condition whatsoever **(Annexure-I)**.

x. Liabilities of NABARD

This RFQ is not an offer by NABARD, but an invitation for Vendor/Bidder responses. No contractual obligation on behalf of NABARD whatsoever shall arise from the RFQ process unless and until a formal contract is signed and executed by duly authorized officials of NABARD and the Vendor/Bidder.

2. Qualification Criteria for RFQ

- i. The Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices/poor performance/failure issued by the Govt. of India/State Govt. /Govt. Depts. /PSUs/World Bank/Asian Development Bank etc. A declaration to this effect shall be submitted by the bidder.
- ii. The Bidder should be certified by Controller of Certifying Authorities (CCA), Ministry of Electronics and Information Technology, Government of India. Copy of CCA certificate and Certificate of registration or Incorporation should be submitted as proof.
- iii. The Bidder should have proven experience of providing e-Sign services during the last three years, preferably in BFSI sector in India. [Purchase Orders for the same to be submitted]
 - ✓ Copy each of the Letters of Awards/Purchase Orders.
 - ✓ Certificates are to be enclosed while submitting the bids.
- iv. The Bidder should be financially sound, positive net worth and profit making in the last year with an average turnover of ₹1 crore in the last 3 years.
- v. The Bidder must have G.S.T./Service Tax Registration/ Trade Tax /VAT/TIN /PAN at the time of bid submission of sealed quotation. Documentary evidence in this regard is required to be submitted.
- vi. The Bidder should have to give technical onsite support on call basis and 24x7 support on email. Documentary evidence in this regard is required to be submitted.

- vii. In case of any discrepancy /Non- submission of documents NABARD has right to call for additional documents or remove discrepancy, which the document would facilitate proper assessment.

3. Lodgement of RFQ

- i. The bids submitted anywhere else other than the place indicated in the document would be liable for rejection. The bids shall be in the given format i.e. Financial Bid (Annexure – V).
- ii. The sealed envelope must be super-scribed as **“Proposal for Subscription to E-Sign Services by NABARD - Financial Bid”** as per **(Annexure- V)”**. Proposals should be dropped in the Box placed at the address given.
- iii. NABARD in its absolute discretion may reject the bids received from the Bidder in following cases:
 - a. Submission of the bid after the date and time stipulated in this RFQ Document.
 - b. Misleading/incomplete information/submission of improper/incomplete documents.
 - c. Only one bid shall be accepted from one Bidder. In case, the Bidder is submitting more than one bid, all the bids submitted by the Bidder shall be disqualified.
- iv. Erasures or Alterations

Technical and financial details must be completely filled up. Corrections or alterations, if any, should be authenticated by the authorized representative of the Company/Firm submitting the bid.

- v. Validity Period of financial bid

The proposal/commercials shall remain valid for a period of at least 180 days from the date of the submission of offer. The Bidder may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by NABARD prior to the closing date and time prescribed for submission of offer. No offer can be modified or withdrawn by the Bidder, subsequent to the closing date or time for submission of offer.

4. Other Terms and Conditions

i. Adherence to Terms and Conditions

- a. The Bidders who wish to submit responses to this RFQ should note that they should abide by all the terms and conditions contained in the RFQ. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

ii. Right to Accept or Reject the Quotation/Proposal

- a. NABARD does not bind itself to accept the lowest bid or any or all Quotations and

b. Reserves to itself the right to

- i. accept or reject any or all the 'Quotations', either in whole or in part without assigning any reasons for doing so,
- ii. Waive or change any formalities, irregularities, or inconsistencies in proposal format.
- iii. Extend the time for submission of proposals.
- iv. Use the information/ clarifications provided in response to RFQ by bidder in any form, for evaluation purpose.
- v. Cancel the RFQ at any stage, without assigning any reason whatsoever.
- vi. Change the time schedule of the RFQ for inviting the bids or evaluation thereof.
- vii. Modify any specifications related to technical requirements

c. If any conditions are violated at the time of submission of 'Quotations', they will be Liable to be summarily rejected.

iii. **Professional advice**

- a. The vendor should provide professional, objective and impartial advice at all times and hold the NABARD's interests paramount and should observe the highest standard of ethics while executing the assignment.

iv. **Adherence to Standards**

- a. The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. The Bidder should provide a fully compliant system with latest certification/standards prevailing in the industry and ensure their time to time pupation.
- b. NABARD reserves the right to ascertain information from other institutions to which the bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of bidder selection and any strong adverse comment/action about product or service would make the bidder ineligible for further assessment/processing.

v. **Expenses**

- a. NABARD shall not pay any amount towards expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the fees as per the final price of the successful bidder.

vi. **Dispute Resolution**

- a. NABARD and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, NABARD and the vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.
- b. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to sole Arbitrator appointed by NABARD and the award of the Arbitrator shall be final and binding on the parties. The arbitration proceedings and the venue of the arbitration shall be at Mumbai. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself.

vii. **Service Level Agreement**

Successful bidder has to enter into SLA with NABARD

viii. **Usage of third party software**

The Bidder will be solely responsible for any license required, fees, charges to be paid or any other legal requirements related to Operating System, software, scripts used for development and implementation of the Web Portal & Mobile App .NABARD will not have any responsibility and will not be liable to pay any fee, charge in this regard.

5. Right to alter Scope of Work

NABARD reserves the right to alter the Scope of Work on the same terms and conditions.

6. Training

- i. The Bidder shall provide onsite training to the staff of NABARD with the manuals for user/administrator portal at no extra cost.
- ii. The training should cover all details for use of the application, use of Administrator Web Portal & Mobile App with user search details, reports generated, configuration of volume and velocity check, define limits, alerts / push notification including hands-on tips for basic troubleshooting.

7. Acceptance Test

- i. NABARD may carry out/arrange through representative(s) of the vendor, User Acceptance Test.
- ii. The acceptance test would involve installation on various handsets and ease of operation of the solutions offered.
- iii. The acceptance test would include adherence to requirements and performance tuning of the application and the portal.

- iv. No additional charges shall be paid by the NABARD to the Vendor for rectifying the findings/observations of the acceptance tests.

8. Determination of Vendor/Bidder:

NABARD will open the bids on the stipulated day and time in the presence of authorized representatives of the Bidders. Even if only one Bidder/no Bidder is present, the bids will be opened. The decision in regard to engagement of a Bidder for the job referred to in the RFQ document will be generally based upon its technical capability and lowest financial bid. The mode of payment of fee i.e. the final price of the successful Bidder will be as to be agreed upon between NABARD and the selected Bidder.

9. Terms of Payment

Payment shall be made against Invoices. All applicable taxes, if any, at the time of release of payments, shall be deducted at source as per prevailing rate while making any payment. Payment would be made as per rate quoted in the range of the number of subscriptions availed by NABARD.

10. Force Majeure

- i. The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.
- ii. For the purpose of this clause. "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.
- iii. In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- iv. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavour to find a solution to the problem.
- v. Notwithstanding above, the decision of NABARD shall be final and binding on the Bidder.

11. Order cancellation

- i. NABARD reserves its right to cancel the entire/unexecuted part of the work contract at any time by assigning appropriate reasons in the event of one or more of the following conditions: -
 - a. Delay in delivery of the subscription beyond two weeks from the date of acceptance/receipt of the work order (except with written permission from NABARD).
 - b. Any other appropriate reason in view of NABARD.

Annexure II

Scope of Work

In order to facilitate the signing of documents remotely while maintaining the legal and confidential sanctity of the transaction, NABARD is in process of subscribing to the services of E-Signature from vendors approved by Controller of Certifying Authorities (CCA), Government of India. The signing of the documents using the services of the vendor should be valid and in line with the Information Technology Act 2000 as amended, guidelines issued by Ministry of Corporate Affairs (MCA) and other applicable laws.

Some documents may be issued by officials of NABARD's departments/ROs and circulated within the organization whereas certain documents may require signature from third parties such as consultants, auditors, service providers etc.

The services may include following features:

1. GUI based desktop application, smartphone application (iOS and Android both) and web portal for e-signing of document.
2. Management console to enroll, process, activate, deactivate and manage users.
3. Regular reminders to the parties of pending documents for signing.
4. Multiple signatories on same document.
5. Confirmation of E-Sign with document copy of records.
6. Each page of the document to be digitally signed.
7. E-signing by capturing photograph(s) of the document.
8. Mobile OTP validation.
9. MIS reports on the signed and pending documents, signatories and audit logs.
10. Provide secure digital storage of document.
11. Transfer of documents from application/utility to the organization server.
12. Ability to approve signing through email.
13. Notification to signatory on usage of their signature.
14. Security features to alert and prevent a possible misuse of signature.
15. Proper and simultaneous stamping of documents when they are signed.
16. Positioning and alignment of sign and date on the document.

The vendor should ensure that all systemic changes or new requirements necessitated out of government/other regulatory guidelines or NABARD requirements as per the RFQ are made available from day one of the RFQ going live at no additional cost during the period of contract.

Annexure III

**Letter to NABARD, Head Office, Mumbai on Bidder's letterhead for
Acceptance of Terms and Conditions of RFQ***

**The Chief General Manager
Department of Information Technology,
National Bank for Agriculture & Rural Development
1st Floor, 'C' Wing, Plot No C-24, 'G' Block,
Bandra-Kurla Complex,
Bandar (East) Mumbai-400051.**

Dear Sir,

Sub: NABARD, Head Office, Mumbai's Request for Quotation for Subscription of E-Sign Services for NABARD – Acceptance of Terms and Conditions

1. With reference to the above Request for Quotation (RFQ), having examined and understood the instructions, terms and conditions forming part of your above inquiry, we hereby enclose our offer for supply of our services as detailed in your above referred inquiry.
2. We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred (RFQ) and enclosures. We also confirm that the offer shall remain valid for 180 days from the date of offer.
3. We also understand that NABARD is not bound to accept the offer either in part or in full. If NABARD rejects the offer in full or in part, NABARD may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

***Not to be indicated on Letter head.**

Bidder's/Company's Profile & Experience Matrix

S. No.	Particulars	Compliance
1.	Name of Company/Firm	
2.	Address of Company/Firm	
3.	Phone No.	
4.	Fax No.	
5.	Website (Yes/No) If Yes, URL address	
6.	Email	
7.	Mumbai Address, Phone, Fax & Email of Company/Firm, if any	
8.	Premises owned/lease/on rent at Mumbai (Attach proof)	
9.	Memorandum and Article of Association showing objectives of the Company/Firm (Attach)	
10.	Certificate of Controller of Certifying Authority (CCA), Government of India	
11.	GST Registration No.	
12.	PAN	
13.	Name & Designation of CEO/Director/Managing Director	
14.	Mobile No. and Email of the CEO/Director/MD	
15.	Name & Designation of Contact Person	

16.	Mobile No. and Email of the Contact Person	
17.	Balance Sheet, Income Tax Return and GST Returns for last 3 years(Attach)	

We confirm that all the information/statements/documents submitted herewith are true and correct.

Place:

Date:

**Authorized Signatory of Company/Firm
Name & designation**

Annexure V**Financial Bid**
(On Company's letter head) ***Subscription to E-Sign Services for NABARD (based on components given in the scope of work in Annexure-IV).**

The bid submitted in the following format shall be fixed for the number of users. NABARD will initially on board approximately 200 users for E-Sign, additional users shall be on boarded based on requirement and payment shall be made on pro-rata basis.

(Amount in ₹)

S. No	Number of Subscribed Users (A)	Price/User/Year (B)	Taxes (C)	Total (D=B+C)	Total Cost/Year (E= A x D)
1.	200				

Note: The subscription to e-Sign services for additional users will be based on the quoted price or lesser. All quotes to be in INR with no linkage with foreign currency fluctuations, external/internal dependencies etc.

The Bidder shall provide onsite training to the staff of NABARD with the manuals for user/administrator portal at no extra cost.

Place:**Authorized Signatory of Company/Firm Date:****Name & Designation:*****Not to be indicated on Letter head.**

Annexure VI

Undertaking for Information Security

(This undertaking should be on the letterhead of the Bidder duly signed by an authorized signatory)*

To,

**The Chief General Manager
Department of Information Technology,
National Bank for Agriculture & Rural Development
5th Floor, 'A' Wing, Plot No C-24, 'G' Block,
Bandra-Kurla Complex, Bandra (East)
Mumbai - 400051**

Sub: RFQ for Subscription of E-Sign services for NABARD

We hereby undertake that the proposed Web Portal & Mobile Application to be supplied will be free of malware, free of all obvious bugs and free of any covert channels (of the version of the application being delivered as well as any subsequent versions / modifications done).

Yours faithfully,

Authorized Signatory

Name:

Designation:

Name of the Company/Firm

***Not to be indicated on Letter head.**

Annexure VII

Undertaking of Confidentiality

(This undertaking should be on the letterhead of the Bidder duly signed by an authorized signatory)*

To,

**The Chief General Manager
Department of Information Technology,
National Bank for Agriculture & Rural Development
5th Floor, 'A' Wing, Plot No C-24, 'G' Block,
Bandra-Kurla Complex, Bandra (East)
Mumbai - 400051**

Sub: RFQ for Subscription of E-Sign services for NABARD

We hereby undertake that we shall not reproduce, transmit, or make available of the RFQ document to any other party (ies) without NABARD's written permission. We shall maintain confidentiality of the documents.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Name of the Company/Firm

***Not to be indicated on Letter head.**

Annexure VIII

Non-Disclosure Agreement Form

(On bond paper value Rs.100, to be submitted by successful bidder only)

This Non-Disclosure Agreement made and entered into at this.....day of 2019

BY AND BETWEEN

..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (hereinafter referred to as the Implementation partner, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its registered office at NABARD Head Office, C-24, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051 (hereinafter referred to as "NABARD" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

The Vendor/Bidder and NABARD are hereinafter collectively referred to as "the Parties "and individually as "the Party"

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Quotation (RFQ) for **Subscription of E-Sign Services for NABARD.**
2. _____ (hereinafter referred to as
Vendor/Bidder) has through an RFQ process, bid for the work and in the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor/Bidder some Confidential Information (as hereinafter defined), to enable the Vendor/Bidder to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
3. The Vendor/Bidder is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFQ or otherwise shall remain confidential.
4. The Vendor/Bidder is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and or proprietary to NABARD.
5. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.
6. Receiving Party means who receives the confidential information.

7. Disclosing Party means who discloses the confidential information.

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

1. Confidential Information

- (i) “Confidential Information” means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the Vendor/Bidder during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor/Bidder to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";
Confidential Information also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
- (ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.
- (iii) “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- (iv) The Vendor/Bidder may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.
- (v) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.
- (vi) Confidential Information does not include information which:

- a) Is or subsequently becomes legally and publicly available without breach of this Agreement.
 - b) Was rightfully in the possession of the Vendor/Bidder without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the Vendor / Bidder shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the Vendor / Bidder.
 - c) Was rightfully obtained by the Vendor/Bidder from a source other than NABARD without any obligation of confidentiality,
 - d) Was developed by for the Vendor/Bidder independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.
 - e) The Vendor / Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - f) Is released from confidentiality with the prior written consent of the other party.
- (vii) The Vendor / Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Vendor / Bidder.
- (viii) Confidential Information shall at all times remain the sole and exclusive property of Disclosing party. Upon termination of this Agreement, Confidential information shall be returned to the Disclosing Party or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of the Parties in respect of the Confidential Information.
- (ix) In the event Vendor/Bidder is legally compelled to disclose any Confidential Information, Vendor/Bidder shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. Vendor/Bidder shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the System Integrator will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure

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

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

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

3. Publications

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

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Vendor/Bidder hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor/Bidder further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with. Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The Vendor/Bidder agrees and undertake to treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

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

6. Return of Confidential Information

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

7. Remedies

- 7.1 The Vendor/Bidder acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Vendor/Bidder will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. NABARD shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor/Bidder, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees).
- 7.2 Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- 7.3 Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- 7.4 Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - a) Suspension of access privileges
 - b) Change of personnel assigned to the job
 - c) Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Vendor / Bidder or its employees or advisors or representatives.
 - d) Termination of contract
- 7.5 Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence

or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

- 9.1 Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- 9.2 Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- 9.3 The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- 9.4 For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Vendor/Bidder to NABARD shall be the property of the NABARD and shall not be considered as confidential information to the NABARD. However, such service / solutions or other deliverables shall be considered as confidential information by the Vendor/Bidder and shall not be disclose such details to any third parties without having the express written permission of the NABARD.
- 9.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- 9.6 In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- 9.7 Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- 9.8 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 9.9 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

10. Suggestions and Feedback

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in

absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law

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

12. General

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

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

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

Designation:

Place:

Signature

For _____ Ltd and on behalf of
Name : Designation: Place: Signature
IN THE PRESENCE OF
Signature Name: Date: Signature Name: Date: