



**REQUEST FOR PROPOSAL (RFP)
FOR SUPPLY, INSTALLATION,
CONFIGURATION, TESTING, COMMISSIONING
AND MAINTENANCE OF
ORACLE DATABASE APPLIANCE (X8-2-HA OR
HIGHER)**

National Bank for Agriculture and Rural Development (NABARD)

Department of Information Technology

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Bandra Kurla Complex, Bandra (East).

Mumbai - 400051.

Maharashtra.

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Important Disclaimer:

This Request for Proposal (RFP) is not an offer by NABARD, but an invitation to receive response from eligible interested bidders for the Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Oracle Database Appliance (X8-2-HA or Higher). No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the Bidders. This document should be read in its entirety.

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Glossary

Sl.No	Acronym	Definition
1.	CVC	Central Vigilance Commission
2.	DD	Demand Draft
3.	DIT	Department of Information Technology
4.	EMD	Earnest Money Deposit
5.	NABARD	National Bank for Agriculture and Rural Development
6.	PBG	Performance Bank Guarantee
7.	RFP / RfP	Request for Proposal
8.	ODA	Oracle Database Appliance (X8-2-HA or Higher)

Tender Details

National bank for Agriculture and Rural Development (NABARD) invites e-tender and prospective bidders interested to bid must apply online through NABARD e-procurement site <https://nabard.eproc.in>. The bidder shall submit two separate e-bids for the work - Pre Qualification Bid and Commercial/Financial bid. The details are given below:

Tender Reference No and Date	No.NB.HO.DIT/400/DIT-014-8/2022-23 dated 08 July 2022	
Tender For	Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Oracle Database Appliance (X8-2-HA or Higher)	
Cost of RFP (Non-Refundable)	<p>No cost will be charged for the tender document downloaded by the bidders. Rs.1000/- (Rupees One Thousand Only) in the form of DD in favour of NABARD payable at Mumbai should be deposited if Hard Copy is to be supplied.</p> <p>In terms of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, the MSEs registered with National Small Industries Corporation under Single Point Registration Scheme for participation in Government purchases, shall be exempt from payment of cost of tender documents. Further, the vendors empanelled with NABARD will also be supplied tender documents free of cost. However, they will have to produce documentary evidence in support of seeking such exemption.</p>	
Earnest Money Deposit (Refundable)	Remittance of Rs. 4,00,000/- (Rupees Four Lakhs Only) to NABARD's Account. The UTR No for this transaction has to be indicated in the Bid Document.	
	Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
	Bank Name	NABARD
	Branch Name	HEAD OFFICE, MUMBAI
	IFS CODE	NBRD0000002
	Account Number (VAN)	NABADMN07
	<p>OR</p> <p>Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 180 days from the date of opening of tender as per format given in Annexure - I.</p>	
Date of Issue of RFP	08 July 2022 3:00 PM	
Last date for submission of pre-Bid queries	18 July 2022 6:00 PM	

Date of Pre-Bid Meeting	20 July 2022 2:00 PM
Last date & time for submission of Bid	05 August 2022 3:00 PM
Opening of Technical Bid	08 August 2022 11:00 AM
Opening of Commercial Bid	Will be intimated to shortlisted bidders at a later date
Opening of tenders	e-tendering at https://nabard.eproc.in
No. of e-bid documents to be submitted online	Including Cost for RFP Document + EMD (UTR No. & date/BG) + Documents as per Check List (Annexure - P)
Contact Numbers	022 2653 9750
Email	dit@nabard.org , clmas@nabard.org

Note: -

1. Before bidding, the bidders are requested to carefully examine the RFP document and the terms and conditions specified therein. If any bidder requires any clarification on this RFP, they may notify NABARD in writing or by email at the NABARD's mailing address indicated in the RFP. Bidders should notify the NABARD of any error, omission or discrepancy found in this RFP document before last date and time for pre-bid queries.
2. NABARD makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
3. All costs and expenses (whether in terms of time or money) incurred by the bidders in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by NABARD, will be borne entirely and exclusively by the bidders.
4. The bidders must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

5. All bids (Pre Qualification & Commercial) must be submitted at the same time, giving full details on <https://nabard.eproc.in>.
6. It should be specifically noted that the contents of Pre Qualification offer must not reveal commercials.
7. NABARD reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
8. No further discussion/interface will be entertained with bidders whose bids have been disqualified during Pre Qualification.
9. Bids will be opened in the presence of bidders' representatives who choose to attend on the bid opening date. No separate intimation will be given in this regard to the bidders for deputing their representatives. However, the date and time for the opening of Commercial bid shall be intimated separately by phone/email. The representative(s) has/have to submit an authority letter duly signed by the bidder, authorizing him to represent and attend the bid opening on behalf of the bidder. The format of the authorization letter is given in [Annexure - B](#).
10. NABARD reserves the right to change the dates mentioned above or in the RFP, which will be communicated through NABARD's web site.
11. Non-enclosure of Earnest Money Deposit (EMD) of Rs. 4,00,000/- (Rupees Four Lakhs Only) in the name of NABARD or equivalent amount of Bank Guarantee will result in rejection of bid.
12. The bidder shall ensure compliance of Central Vigilance Commission guidelines (CVC) issued/ to be issued from time to time pertaining to the work covered under this RFP.
13. No binding legal relationship will exist between any of the bidder and NABARD until execution of a contractual agreement to the full satisfaction of NABARD.
14. **All Invoices, Licenses should be made in the name of CGM, DIT, NABARD, HO, Mumbai with official email Id as dit@nabard.org**
15. **Public Procurement Policy on Micro and Small Enterprises (MSEs):**
 - a) NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
 - b) These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
 - c) Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
 - d) Agencies/Bidders desirous of availing exemptions/preference under above provisions should submit a copy of proof of Registration as MSEs and ownership of the same by SC/ST along with the tender/RFP.
 - e) The bidder to note that, in the current RFP splitting of order is not applicable.

Instructions for Bidders

1. Request for Additional Information

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

2. Rejection / Acceptance of Bid

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

3. Cancellation of Bid

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

4. Period of Validity of Bids

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

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

5. Who can submit the bid?

- A. The Indian firm / company / organization only shall submit the bid. The eligibility of the bidder will be decided as per the parameters provided in [Annexure - H](#). The term bidder used in this RFP refers to the entity who has submitted the bid.
- B. One bidder cannot submit more than one bid. In case more than one bid is submitted by the bidder, all the bids will be rejected.
- C. The bidder is responsible to carry out the entire end to end implementation of the solution as per the scope of work specified in this RFP.
- D. Two firms / companies / organizations shall not partner with each other to bid jointly for this project.

Chapter - 1

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 NABARD are provided on the website – www.nabard.org.

This Request for Proposal document (“RFP document” or “RFP”) has been prepared solely for enabling NABARD to set up **Oracle Database Appliance (X8-2-HA or Higher)**

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

Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. Address for communication is as given in the cover page unless other-wise 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. NABARD 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 the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NABARD.

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., an Indian firm /Company/Society registered in India and no one 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 NABARD. NABARD may update or revise the RFP document or any part thereof. The Recipient acknowledges that any

such revised or amended document shall be received subject to the same confidentiality undertaking. The format for Confidentiality undertaking is provided in [Annexure - F](#). The Recipient shall not disclose or discuss the contents of the RFP document with any officer, employee, consulting agency, director, agent or other person associated or affiliated in any way with NABARD or any of its customers or suppliers without the prior written consent of NABARD 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 NABARD, 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 NABARD 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 NABARD 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 NABARD of any error, omission, or discrepancy, if any, found in this RFP document.

10. Bid submission Terms

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

- a) The documents may be submitted to NABARD e-tender portal.
- b) Copies of the RFP response may be submitted in the manner prescribed before the closing date and time as mentioned in Tender Schedule of the RFP; Tenders not submitted on the prescribed forms will be rejected.
- c) All submissions, including any accompanying documents, shall become the property of NABARD. Bidders shall be deemed to license, and grant all rights to NABARD to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP response, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.
- d) The bidder shall be required to submit an Earnest Money Deposit of Rs.4,00,000/- (Rupees Four Lakhs Only) by way of a separate Bankers Cheque/Demand Draft/Pay Order favouring National Bank for Agriculture and Rural Development, payable in Mumbai, which, must be submitted separately along with the RFP response. Alternatively, bidder

can also submit a Bank Guarantee in lieu of EMD ([Annexure - I](#)) issued by Scheduled Commercial Bank valid for 180 days from the date of opening of tender. The Earnest Money Deposit shall be refunded to all bidders except selected bidder. In case the selected bidder fails to enter into an Agreement of Contract within the stipulated date and as per stipulated terms and conditions, the Earnest Money Deposit shall be subject to forfeiture at the discretion of NABARD. No interest shall be payable by NABARD on the Earnest Money Deposit. The Application Money/ Earnest Money Deposit instruments shall not be inserted in the envelope containing the RFP Response documents. The RFP document may be downloaded from the NABARD's website www.nabard.org. The RFP download declaration, as per [Annexure - C](#) is to be furnished by the bidder. NABARD reserves the right to change the requirements. However, any such changes will be posted on NABARD's website.

- e) Queries relating to the RFP, if any, may be raised by the Bidders through emails to be received at the NABARD's email ID within the stipulated date and time. Any clarifications to queries raised by bidders or any change in requirement, shall be posted on the NABARD's Website. Bidders may ensure that such clarifications / changes have been considered by them before submitting bids. NABARD shall not be liable for omission, if any, on the part of the bidder. In case of any clarification required by NABARD to assist in the examination, evaluation and comparison of bids, NABARD may, at its discretion, seek clarification from the bidder. The response / clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- f) All the information required as per the bidding document shall to be provided by the bidder. Incomplete information may lead to rejection of the proposal.
- g) Bids once submitted shall be treated as final and no further correspondence shall be entertained. No bid shall be modified after the deadline for submission of bids.
- h) No bidder shall be allowed to withdraw the bid once submitted.
- i) NABARD reserves the right to reject any or all bid(s) received without assigning any reason whatsoever.
- j) NABARD shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.
- k) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, in such case NABARD, reserves the right to reject such tender at any stage.
- l) The contract shall be governed by and interpreted in accordance with the laws of India from the time being in force. All disputes arising out of this tender will be subject to jurisdiction of courts of law at Mumbai, Maharashtra.

Chapter-2

Scope of Work

Objective: The primary objective of this procurement is to migrate the Applications and Databases of existing enterprise applications and host new applications & databases in both DC as well as DR by adhering to guidelines and related documents issued by RBI, Government, or other regulatory entities.

Purpose:

This Request for Proposal (RFP) is to invite proposals from eligible vendors for Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Oracle Database Appliance (ODA) (X8-2-HA or Higher) for NABARD's Datacentre (DC) at Navi Mumbai and Disaster Recovery (DR) center at Faridabad location respectively. The shortlisted vendor will assist NABARD in the Supply, Installation, Configuration, Testing, Commissioning, Migration, Training, Maintenance and Support of the ODA (X8-2-HA or Higher) devices at NABARD's DC & DR.

The Bidder should note that:

- The purpose behind issuing this RFP is to invite pre-qualification and commercial bids from the eligible bidders and selection of bidder(s) for the above purpose.
- The selection process consists of the following two phases:
 - 1) Minimum Eligibility Criteria (Pre Qualification)
 - 2) Commercial Evaluation

Scope of work (DC & DR)

1. Delivery, Installation, Configuration, Testing and Commissioning of Oracle Database Appliance complying with the technical specifications given in **Appendix - A**, along with the necessary hardware, software, accessories and relevant documentation at NABARD's DC & DR. Post commissioning support from the SI required for 6 months for managing the device including 3 months handholding to the existing/new ITSM vendor which can be extended by another 3 months.
2. Warranty/ATS and Maintenance of the procured appliances and the associated hardware and software.
3. Migration of the existing Enterprise Applications and Databases as mandated by NABARD and Post migration support for 6 months.
4. Training & Documentation
5. General Services

Delivery, Installation, Configuration, Testing & Commissioning:

- i. All steps required to commission the ODA at NABARD's DC and DR need to be carried out. They should include but not be limited to the following -
 - a. The supply, installation, and configuration of ODA X8-2-HA (or above)
 1. Unboxing Oracle Database Appliance
 2. Racking and mounting of the appliance
 3. Power on Oracle Database Appliance

4. Create required KVMs as per the deployment architecture for database and applications
 5. Installation of required Operating system on the VMs / Templates
 - b. Vlan Creation
 - c. Upgrade to latest ODA image
 - d. Network Configuration for KVMs
 - e. Installation of Oracle Database xxx version
 - f. Auto Backup Setup for VMs of ODA
 - g. Create and test VM Failover
 - h. Configuration of Database High Availability
 - i. Setup of Replication of various Databases from DC to DR and vice versa
 - j. Replication of Database from DC and DR and vice versa
 - k. Integration of setup with NAS Storage (External) and provisioning of RMAN Backup.
 - l. Development and Deployment of auto switchover to the DR. Automated switching Option for DC & DR Setup.
- ii. System Integrator to provide such packing of the Products and required insurance required to prevent its damage or deterioration during transit to the location given by NABARD. The packing shall be sufficient to withstand rough handling during transit and exposure to extreme weather conditions during transit and open storage.
 - iii. System Integrator will have to supply the Products in 'Factory Sealed Boxes' with OEM seal.
 - iv. Delivery, installation and commissioning of the Products shall be made by System Integrator in accordance with the product approved / ordered and within the time schedule given in the [Appendix - A](#) of this document.
 - v. The delivery shall be deemed complete when the Products/components/associated software/firmware are received in good condition at the designated locations, mentioned in this RFP.
 - vi. Prior to installation, configuration and Integration, the System Integrator will need to study the existing setup at NABARD's Datacentres and prepare detailed implementation plan. On approval of the same by NABARD, installation and integration of ODA has to be carried out.
 - vii. The installation will be deemed to be completed when
 - a. the Product including all the hardware, accessories/components, firmware/system software, and other associated components have been supplied, installed, integrated and operationalised within NABARD's existing network and system as per the technical specifications
 - b. All the features, as per the technical specifications, are demonstrated and implemented on NABARD's existing network and system, to NABARD's satisfaction.
 - c. Migration of the applications & databases as identified by NABARD.

System Integrator, working with the OEM, has to resolve any issue faced during the installation and operationalisation of the hardware.

- viii. System Integrator will supply all associated documentation relating to the Products/hardware, system software/firmware, etc. The Products shall be considered accepted (commissioned and operationalised) after the signing of the acceptance test plan document jointly by the representative of NABARD and the engineer from System Integrator.
- ix. For the additional hardware, system and other software/firmware required with the hardware ordered for, the following shall apply: -
 - a. System Integrator shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's authorized representatives only.
 - b. System Integrator shall provide complete legal documentation of all sub systems, licensed operating systems, licensed system software/firmware and licensed utility software and other licensed software.
 - c. In case System Integrator is providing software/firmware which is not its proprietary software then System Integrator should have valid agreements with the software/firmware vendor for providing such software/firmware to NABARD, which includes support from the software/firmware vendor for the proposed software for the entire period required by NABARD.
 - d. The ownership of the supplied hardware shall be that of NABARD from the date of put to use.
- x. Post commissioning, System Integrator/OEM should support the managing of the device for 6 months which can be extended by another 3 months

Warranty/ATS:

- i. System Integrator/OEM shall comprehensively support the Product and its associated hardware/components including OS/firmware (preventive maintenance, critical hot fixes, service packs, and major upgrades) during the Warranty period of 1 year.
- ii. During the Warranty period, System Integrator/OEM will have to undertake comprehensive support of the entire Product (hardware, components, operating software, firmware, etc.) supplied by them at no additional cost to NABARD.
- iii. During the Warranty period, System Integrator/OEM shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Product and its components as per NABARD's requirements.
- iv. Onsite comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in product.
- v. Support (Warranty) would be on-site and comprehensive in nature from the System Integrator/OEM.
- vi. In the event of system breakdown or failures at any stage, following shall be provided.
 - (a) Diagnostics for identification of systems failures
 - (b) Protection of data/ Configuration

- (c) Recovery/restart facility
- (d) Backup of system software/ Configuration
- (e) Any other action deemed necessary to restore the system
- vii. System Integrator/OEM shall be available for on-call/on-site support during any maintenance activity or at the time of switching over from DC to DR and vice-versa during mandatory DR Drills or as per requirement. No extra charge shall be paid by NABARD for such needs, if any, during the support period.
- viii. System Integrator support staff should be well trained to effectively handle queries raised by the authorized user(s) of NABARD.
- ix. Updated escalation matrix shall be made available to NABARD, each time the matrix is changed.

Migration of the existing Enterprise Databases & Applications:

NABARD intends to migrate its enterprise applications e.g., Core banking system, HRMS, etc to the Oracle Database Appliance. Apart from one-time implementation and commissioning services for the proposed hardware, the System Integrator and OEM shall undertake application and database Migration Services and Support Services after Go-live.

- i. Post commissioning of the proposed hardware (ODA), System Integrator, with the support from the OEM, shall undertake the task of migration of the enterprise applications and databases identified by NABARD.
- ii. System Integrator shall develop a detailed project plan to complete the migration activities. The migration project plan shall include the approach as well as the activities required for testing iterations and a test environment migration.
- iii. System Integrator shall study and review the current applications and its infrastructure while designing the migration solution and developing the project plan. The migration activity shall be taken up post approval of the detailed project plan by NABARD.
- iv. System Integrator shall carry out the test run with limited data. Post acceptance of the test run by NABARD, System Integrator would initiate the final migration, which shall be subject to test and audit of the data by NABARD or an agency identified by NABARD to ensure accuracy of the migration activity. Post acceptance of the final migration, activity would be considered as completed. Otherwise, System Integrator is supposed to repeat the exercise until NABARD accepts it.
- v. System Integrator shall ensure there is comprehensive support from the OEM during the migration exercise so that the issues are addressed as per standards specified in the SLA.
- vi. System Integrator shall ensure proper documentation and lessons learnt are made available with NABARD during and after the migration project.

Training & Documentation:

- i. System Integrator shall submit training plan to ensure that NABARD and its designated ITSM staff are trained properly to continue with the maintenance and monitoring of the Product.

- ii. System Integrator shall provide, at their cost, all trainings at a location and the mode agreed to by NABARD.
- iii. System Integrator shall develop and share the training material on all aspects of the Product and its associated tools (hardware, software, firmware etc.) that will be utilized.
- iv. System Integrator shall provide all operational system documentation, system administrator operations manual, system maintenance documentation and final system test plans, test scripts & test cases.

General Services:

- i. System Integrator/OEM shall ensure that key personnel with relevant skill-sets are available at designated locations for installation and commissioning of the Product.
- ii. System Integrator shall designate a skilled Project Manager who may be asked to periodically update and report to NABARD on the project. The updates shall have to be provided in written form and during the status review meetings.
- iii. System Integrator shall ensure that the quality of methodologies for delivering the Products/Services, adhere to quality standards/timelines stipulated thereof.
- iv. System Integrator shall provide and implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by OEM free of cost. System Integrator should bring to notice of NABARD all releases/ version changes.
- v. System Integrator shall follow NABARD's Change Management process and obtain a written permission from NABARD before applying any of the patches/ upgrades/ updates. System Integrator has to support older versions of the OS/ Firmware/ Middleware etc in case NABARD chooses not to upgrade to latest version.
- vi. System Integrator shall provide maintenance support for the Product including embedded software/ OS/ middleware etc. over the entire period of Contract.
- vii. System Integrator shall provide legally valid firmware/software. The detailed information on license count and type of license should be provided to NABARD.
- viii. System Integrator/OEM shall keep NABARD explicitly informed about the end of support dates on related Products including embedded software/ OS/ middleware etc. as and when the same is released by OEM.
- ix. Device should provide audit trail and logs for each and every transaction /activity performed in the system and generate audit report/logs as and when needed.

This is an end-to-end project and all the items required for making the device operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document.

Appendix - A

DC & DR	
Parameters	Oracle Database Appliance X8-2-HA (or above)
Processor	32-core Intel 2.4 Giga Hertz per server or higher
Memory	512 GB per server
Networking	Per server: 6 x 10/25 GbE Fibre ports
Networking(internal)	25 GB connectivity between computer's and servers
Storage	six 7.68 TB SSDs offering 46 TB (raw) storage
Virtualization	Oracle KVM, OVM
Oracle Software	<ul style="list-style-type: none">o Oracle Linux (Pre-Installed)o Appliance Manager (Pre-Installed)
Inbuilt Software	Oracle Appliance Kit command line interface (OAKCLI) and Appliance manager

Chapter 3 Criteria for Evaluation of Bids

3.1 The evaluation process will include:

- i. Pre Qualification evaluation of RFP response, which includes scrutiny of proposal to ensure that the Vendor/Bidder meets the eligibility criteria, has implementation experience, solution offered complies with functional technical specifications.
- ii. The Commercial Bid of only the qualified Vendors/Bidders meeting the minimum eligibility criteria will be opened on a date and time to be notified by NABARD.
- iii. The Commercial evaluation shall have weightage of 100% for final evaluation.
- iv. The final decision regarding selection of Vendor/Bidder will be taken by NABARD.

3.2 Commercial Evaluation:

The details of the commercial format have been given in [Annexure - K](#)

S No	Name of the Projects/Individual components
1	Oracle Database Appliance (X8-2-HA or Higher) along with necessary licenses – Supply, Delivery, Installation and Commissioning
2	Application and Database Migration to ODA and post migration support
3	Training to NABARD identified resources
4	Comprehensive ATS/Warranty coverage cost for 1 year both at DC and DR
5	Comprehensive Device management Support for 6 months which can be extended by another 3 months
6	Cost of additional 512GB Memory per server, Networking and Networking (Internal) and six 7.68 TB SSDs with lock in period of 3 years, if NABARD intends to avail the additional items apart from offered in the Base system (Not counted for awarding L1)

Bid will be awarded to L1 out of all qualified bidders subject to adherence to terms and conditions. If L1 has not accepted the workorder or found to be ineligible on a later date, L2 can be promoted as L1 and NABARDs decision in this regard shall be final.

3.3 Identification of L1:

- i. The envelope containing Commercial bids will be opened only for the bidders meeting eligibility criteria as defined in [Annexure - H](#).
- ii. TCO quoted in Commercial bid will be considered and the bidder quoting the least TCO will be L1.
- iii. In case the cost of higher version (X9-2-HA) is quoted by any of the System Integrator (SI), the lowest TCO quoted by all such vendors with higher version only are considered for arriving at L1 and quotations of vendors with lower version (X8-2-HA) will not be considered for arriving at L1.
- iv. The work order will be issued to the L1 vendor subject to adherence to terms and conditions. The successful bidder shall acknowledge the receipt of the work order within 07 days from the date of work order and shall thereby confirm their acceptance of the work order in its entirety without exceptions by returning duplicate copy of work order duly signed and stamped in token of their acceptance.

Chapter 4

4 Service Level Requirements

1. The vendor should provide 24*7 Support through Email, onsite and Phone without any additional cost to NABARD and as and when required by NABARD for the components mentioned in the Scope of work.
2. Vendor will provide on-site support for addressing ODA related issues, if required by NABARD.
3. Support Lines

Service Description	
Support during Business Operation Hours of NABARD 8 AM to 8 PM (Monday to Friday)	Support through Telephone and Email
Support after Business Operation Hours of NABARD	Ticket logging through email /SMS after regular business hours. All tickets will be responded as per Support Priority Levels defined in PART – B of Schedule - I.
Time when scheduled maintenance will be performed	Scope & schedule to be agreed mutually with NABARD's Operations Team. SI and OEM support required during the scheduled maintenance.
Escalation Matrix	Successful bidder to share the escalation matrix for support and escalation from both SI and OEM. Format in Annexure - L .

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

Chapter -5

Delivery and Payment Schedule

Payment shall be made as per the following:

5.1 Expected Delivery Schedule

1. The bidder will return the duly signed duplicate copy of the Purchase order within 07 days from the date of purchase order.
2. All Schedules will be calculated from the Zero Date, i.e. Date of issue of Purchase Order.
3. The Signing of SLA contract should be completed within 15 days of acceptance of Purchase Order.
4. The device should be delivered within 90 days of issue of Purchase Order and should be made Go-Live within 30 days of delivery under any circumstances.
5. Warranty/ATS period: 1 year of comprehensive Warranty from put to use

5.2 Payment terms

Payment will be made in a phased manner for the components of Purchase order as under:

5.2.1 Delivery, Installation, Configuration, Testing and Commissioning of Oracle Database Appliance

- 50% of TCO on sign off confirmation by NABARD for Delivery, Installation, Configuration, Testing and Commissioning of Oracle Database Appliance at both DC and DR
- 10% of TCO on completion of Device management Support for 6 months
- If 3 months extension availed, Cost quoted for Device management Support for 3 months extended period, shall be paid on completion of the same.

5.2.2 Migration

- 10% of TCO on Post-migration sign off by NABARD
- 5% of TCO on completion of support period of 6 Months for Migration.

5.2.3 Training to NABARD

- 5% of TCO on completion of training to identified resources.

5.2.4 Warranty/ATS cost – 20% of TCO to be paid on providing Warranty contract obtained from OEM

1. Bids shall be quoted, and payment shall be made, in Indian Rupees only for the services
2. The bids shall be quoted exclusive of GST. The GST should be indicated separately as per the Commercial Bid Form given in [Annexure – K](#).
3. The rates quoted in the tenders shall be firm and shall not be subjected to variations on account of fluctuations in market rates, currency conversion rates, taxes or any other reasons whatsoever for the project period.
NABARD may extend the contract on terms agreed to by NABARD and the Vendor as per the cost quoted in Commercial Bid form. Under no circumstances, the bidder can quote price more than that provided in the Commercial Bid Form.

4. All payment will be made as per payment terms.
5. No additional payment apart from the tender bid value will be done under any circumstances.
6. All payments will be made by adopting electronic clearing system and electronic fund transfer.
7. Deduction of Income Tax, Goods and Services Tax, TDS and other applicable statutory duties would be as per the extant laws.

Chapter-6

Other Important Terms and Conditions

1. Inspections and Tests

NABARD shall have the right to inspect and test the devices at the time of delivery and installation to check their conformity to the Technical specifications, in which the bidder will have to provide necessary support.

2. Bidder's Obligations

i. The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

ii. The Bidder's representative & local office at Mumbai will be the contact point for NABARD.

iii. The Bidder will treat all data and information about NABARD, obtained in the execution of his responsibilities as confidential and will not reveal such information to any other party without the prior written approval of NABARD. The Bidder will submit Confidentiality Undertaking in format provided in [Annexure - F](#).

3. Order Cancellation / Termination of Contract

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

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

4. Effect of Termination

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

i. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

ii. In case NABARD wants to continue with the bidder's services after the completion of this contract then the bidder shall offer the same or better terms to NABARD. Unless mutually agreed, the rates shall remain firm.

iii. NABARD shall make such prorated payment for services rendered by the bidder and accepted by NABARD at the sole discretion of NABARD in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.

iv. Termination shall not absolve the liability of NABARD to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

5. Indemnity

i. The selected bidder shall indemnify, protect and save NABARD against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. The format for Letter of Indemnity is given in [Annexure - M](#)

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

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

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

6. Liability of The Selected Bidder

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

ii. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of

power, vested or instructions issued by NABARD under the Contract to be issued for this tender. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract

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

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

7. Negligence

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

8. Force Majeure

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

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

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

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

9. Changes to RFP

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

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

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

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

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

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

10. Information Ownership

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

11. Publicity

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

12. Compliance with Laws

Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify NABARD about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall

indemnify, keep indemnified, hold harmless, defend and protect NABARD and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

13. Resolution of Disputes

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

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

14. Jurisdiction

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

15. Privacy & Security Safeguards

The bidder shall not publish or disclose in any manner, without NABARD's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any NABARD's location. The bidder shall develop procedures plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all the data of NABARD and sensitive application software. The bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without NABARD's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any location of NABARD.

16. Guarantees

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

17. Contract Re-Negotiation

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

18. Corrupt and Fraudulent Practices

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

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

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of NABARD and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive NABARD of the benefits of free and open competition.

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

19. Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

20. Non-Disclosure Information

The Selected Bidder shall not, without NABARD's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NABARD in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with NABARD as per the prescribed format provided in [Annexure - E](#).

21. No Commitment to Accept Lowest or Any Offer/Bid

NABARD shall not be under obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. NABARD has the right to re-issue tender/bid. NABARD reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. NABARD will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of NABARD in this regard shall be final, conclusive and binding upon the bidder.

22. Signing of The Bid

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

23. Costs of Preparation & Submission of Bid

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

24. Confidentiality of The Bid Document

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

25. Disclaimer

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

26. Standards of Performance:

The bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with the generally accepted professional standards and practices. The bidder shall always act in respect of any matter relating to this contracts faithful advisor to NABARD. The bidder shall always support and safeguard the legitimate interests of NABARD, in any dealing with the third party. The bidder shall abide by all the provisions/acts/rules etc. of Information Technology law prevalent in the country. The bidder shall conform to the standards laid down in RFP in totality.

27. Intellectual Property Rights:

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

28.Miscellaneous:

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

Annexure - A
Bid submission & Conformity Letter

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

Date--/--/2022

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

Dear Sir/ Madam,

Subject: Response to RFP Ref No NB.HO.DIT/400/DIT-014-8/2022-23 dated 08 July 2022 for Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Oracle Database Appliance (X8-2-HA or Higher).

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

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

If our Bid is accepted, we will obtain the Performance Bank Guarantee from a Bank for a sum equivalent to 03 percent of the Contract Price for the due performance of the Contract, in the form prescribed by NABARD.

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

We confirm that our prices are valid for a period of minimum one year from the date of acceptance of Purchase order.

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

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

We understand and accept that NABARD is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any

subsequent deviations sought by us, whether orally or in writing, and NABARD's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We understand that NABARD is not bound to accept the lowest or any Bid received.

Thanking you,

Yours sincerely,

Date
Place

Signature of Authorised Signatory
Name of Authorised Signatory
Designation
Name of the Organisation
Seal

Annexure - B
Letter of Authorisation to Bid

Ref No: _____

Date: --/--/2022

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

Dear Sir,

Subject: Authorization Letter for submitting bid documents.

REF: Your RFP Ref No NB.HO.DIT/400/DIT-014-8/2022-23 dated 08 July 2022

This has reference to your above RFP for Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Oracle Database Appliance (X8-2-HA or Higher). Mr/Mrs/Miss _____ is hereby authorised to submit the bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organisation for all the systems/ goods required by NABARD as called for vide the NABARD's request for proposal vide RFP Ref No NB.HO.DIT/400/DIT-014-8/2022-23 dated 08 July 2022 on behalf of our organization.

We confirm that all the prices quoted in tender by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this RFP.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted)

Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

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

Ref No: _____

Date: --/--/2022

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

Sir,

Subject:

Kindly refer to your RFP Ref No NB.HO.DIT/400/DIT-014-8/2022-23 dated 08 July 2022 published on the website *www.nabard.org* downloaded from electronic media. We wish to confirm that we have downloaded the complete RFP document from the website /electronic media. We shall submit the RFP document as per your prescribed specifications for Pre Qualification & Commercial Bid.

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

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

Yours Sincerely,

Date:

Signature of Tenderer with Seal:

Phone:

Fax No.:

E-mail address:

Annexure - D
Pre Contract Integrity Pact
(On Bond Paper Value of Rs 100/-)

Between

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

And

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

Preamble

The Buyer intends to award, under laid down organizational procedures, contract/s for The Buyer values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Buyer

(1) The Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Buyer will, during the tender process treat all Bidder(s) with equity and reason. The Buyer will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Buyer will exclude from the process all known prejudiced persons.

(2) If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to

obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

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

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

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

Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABARD is :

Shri Pramod Kumar Sangewar, IRSS (Retd) H.No. 12-5-65/1, Flat No. 109 Sri Harsha Sethuram Unique Vijayapuri Colony, South Lalaguda, Secunderabad-500 017, Telangana State.	OR	Dr. Sanjay Kumar Panda, IAS (Retd) 515, Ward No.3 Sideshwar Sahi Cuttack City, Cuttack district Odisha - 753 008

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Buyer, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

BUYER

Name of the Officer

Designation

NABARD

Witness

1. _____

2. _____

BIDDER

Chief Executive Officer

Organisation

Witness

1. _____

Annexure - E
Non-Disclosure Agreement Form

On bond Paper Value Rs 100/-

This Non-Disclosure Agreement made and entered into at this.....day of 2022

BY AND BETWEEN Company Limited, a company incorporated under the

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

AND

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

The System Integrator and NABARD are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Proposal of Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Oracle Database Appliance (X8-2-HA or Higher), the scope of which is specified in RFP Ref No NB.HO.DIT/400/DIT-014-8/2022-23 dated 08 July 2022 and whereas _____ (Name of Vendor) has through an RFP process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the System Integrator some Confidential Information (as hereinafter defined), to enable the System Integrator to carry out the aforesaid exercise (hereinafter referred to as "the Purpose").

2. The System Integrator is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.

3. The System Integrator is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.

4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

5. Receiving Party means who receives the confidential information.
6. Disclosing Party means who discloses the confidential information.

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

1. Confidential Information

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

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

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

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

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

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

Confidential Information does not include information which:

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

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

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

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

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

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

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

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event System Integrator is legally compelled to disclose any Confidential Information, System Integrator shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. System Integrator shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the System Integrator will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure

The System Integrator shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the System Integrator who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The System Integrator shall take appropriate measures by

instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The System Integrator agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

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

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

3. Publications

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

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The System Integrator hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The System Integrator further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The System Integrator agrees and undertake to treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the

Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

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

6. Return of Confidential Information

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

7. Remedies

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

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with 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 Recipient or its employees or advisors or representatives.
- d. Termination of contract

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

8. Entire Agreement, Amendment, Assignment

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

9. Miscellaneous

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

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

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

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

Name :

Designation:

Place:

Signature

IN THE PRESENCE OF

Signature

Name:

Date: Signature

Name:

Date:

Annexure - F
Confidentiality Undertaking

Ref No: _____

Date:--/--/2022

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

Dear Sir,

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Oracle Database Appliance (X8-2-HA or Higher), we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to NABARD and its business that is provided to us pursuant to this Undertaking.

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

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

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

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

Yours Sincerely

Signature and Stamp of Company

Authorised Signatory

Designation:

Date:

Annexure - G
Non-Blacklisting Declaration
(On the Organisation's, letterhead)

Part A. In the case of a Proprietary Concern:

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

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

Part B. In the case of a Partnership Firm:

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

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

Part C. In the case of Company:

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

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

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

Place: Signature of Bidder: _____

Date: Name of Signatory: _____

Annexure - H
Bidder's Minimum Eligibility Criteria Check list

Sr. No.	Criteria	Supporting documents required as proof to be submitted
1	The Bidder is registered as a company in India for providing IT solutions as per Companies Act 1956 and exists for at least 3 years with all necessary a valid sales/ GST registration	Copy of the certificate of incorporation and certificate of commencement of business issued by the Registrar of Companies. Evidence for ST/GST registration. Certificate from authorized signatory/ Company Secretary of the bidder indicating that they are in IT Solution for last 3 years
2	The bidder should have minimum experience of implementing Oracle hardware Infrastructure Solution in India for last three years as on the date of the RFP.	PO or Credential letter from customers who have implemented Oracle Database appliance Solution from the vendor to be submitted.
3	The Bidder must have an average turnover of minimum Rs.5 crore during last three financial year(s) 2019-20, 2020-21 and 2021-22	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.
4	The Bidder should be profitable organization on the basis of Operating PAT for at least 2 out of last 3 financial years.	Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant
5	The bidder should neither have been blacklisted for deficiency in service by any Regulatory authority or any Public Sector Bank during the last 3 years nor has withdrawn his bid after being selected as L1 and also have not been blacklisted by any public sector Bank earlier.	Bidder should submit a declaration to the effect as per the format provided in Annexure - G . If this declaration is found to be false, NABARD shall have the right to reject bidder's offer and if the bid has resulted in a contract, the contract is liable to be terminated
6	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned) in the past (At least 5 client references are required)	1. 2. 3. 4. 5.

7	Bidder should have MAF Partnership with Oracle	Bidder should submit original ink signed Manufacturer Authorization Form (MAF) from OEM mentioning the tender number and OEM onsite maintenance Warranty/ATS. Also, membership certificates to be submitted
8	<p>a) The bidder must be providing Oracle Database appliance Solution for 5 customers who are operating from India as on RFP date.</p> <p>b) Of the above submitted credentials, atleast one (1) credential should be of a BFSI Organization in India who have implemented Oracle Database appliance</p>	PO or Credential letter from customers who have implemented Oracle Database appliance Solution from the vendor to be submitted.
9	No Partnership / Consortium bidding is allowed.	Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory
10	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the Bid signing in favour of Bidder representative who would be signing all the pages of the bid.	Board Resolution / authorization letter from the board of directors / or Power of Attorney to be submitted.
11	The bidder should submit Pre-Contract Integrity Pact as per format provided in the RFP.	Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (to be borne by the bidder) as per format given in Annexure –D need to be enclosed.
12	Details of Qualified professionals on the roll of the firm handling Oracle Hardware related implementation and their certifications (List to be provided by Company's HR department) - More than 10 professionals	

Annexure - I
Format for furnishing Bank Guarantee In lieu of Earnest Money Deposit

Ref No.....

Dated: --/--/2022

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

Dear Sir

WHEREAS the National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as NABARD, which expression shall, include its successors and assigns) has invited tenders for Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Oracle Database Appliance (X8-2-HA or Higher).

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

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

(4) AND WHEREAS at the request of the Tenderer, NABARD has agreed not to insist for payment of the said Bid Security (BS) in cash and accept the guarantee from a Scheduled Commercial Bank in lieu thereof and have agreed to accept the same from us, the Bank i.e. _____ (Name of the bank) on behalf of the tenderer, as hereinafter contained.

In the premises aforesaid and in consideration of NABARD having agreed at our request to exempt the tenderer from depositing the said Bid Security (BS) in cash. We, _____ Bank having our Head Office at _____ and one of our Branches at _____ do hereby unconditionally and irrevocably guarantee unto the NABARD that the Tenderer will execute the Agreement soon upon

acceptance of the tender by NABARD and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the said tender (read with any amendments made thereto by mutual consent of NABARD and the Tenderer) and commission the said hardware in the satisfaction of the NABARD / its Consultants within the time stipulated therein, failing which WE the _____ Bank shall, on demand and without demur, pay unto the NABARD the sum of Rs. -----/- (Rupees----- only) at its office at Mumbai.

We _____ Bank further covenant that:

- (a) We shall pay the aforesaid sum on demand made in writing by NABARD without reference to the Tenderers and notwithstanding any dispute or difference that may exist or arise between the NABARD and the tenderers;
- (b) that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABARD.
- (c) that the decision of NABARD on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;
- (d) that the notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;
- (e) that any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by NABARD to the Tenderer or any variation in the said tender / contract terms made by mutual agreement between NABARD and the Tenderer or any other act or deed on the part of NABARD which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender / contract or by payment of the sum.
- (f) that this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the tenderers to submit the said tender and enter into the said contract or any change in the constitution or dissolution of the Tenderers or change in its name;
- (g) that it shall not be necessary for NABARD to exhaust its remedies against the Tenderers before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which the NABARD may have obtained or may hereafter be

obtained from the Tenderers at the time when this guarantee is invoked is outstanding and unrealized;

(h) that we hereby agree that this guarantee shall be valid and be in force for a period of 180 days, i.e. up to _____ and we hereby agree to renew this guarantee for such further period or periods at the request of NABARD in the event of the works specified in the Tender are finally awarded to the Tenderers and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.

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

Yours faithfully

For and on behalf of
_____***Bank***
(Authorized Official)

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

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

1. Particulars of Bank account:

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

2. I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold NABARD responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : _____

Date : _____

Signature of the party / Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Bank's stamp

Authorised Signatory of the Bidder with Seal

Date:

Place:

Annexure – K
Commercial Bid Form

The commercial bid should contain the total project cost, on a fixed cost basis. NABARD will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, air fares, train fares etc. The format for the commercial bid is given below:

S No	Name of the Projects/Individual components	Cost(INR)(exclusive of taxes) Valid for project/contract period
1	Oracle Database Appliance (X8-2-HA or Higher) along with necessary licenses	
2	Data Migration to ODA (Per Application and Database)	
3	Training to NABARD resources	
4	Comprehensive Warranty/ATS cost for 1 year both at DC and DR	
5	Comprehensive Device management Support for 6 months which can be extended by another 3 months	
	Total	
1	Cost of additional 512GB Memory per server, Networking and Networking (Internal) and six 7.68 TB SSDs with lock in period of 3 years, if NABARD intends to avail the additional items apart from offered in the Base system (Not counted for awarding L1)	

Taxes will be as per applicable rates.

Name and Signature of the Bidder:

Business Address:

Date:

Place:

**Annexure - L
Escalation Matrix**

1.Name of organisation: _____

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

Any change in designation/ substitution will be informed to NABARD immediately

Signature:

Name of Representative:

Designation:

Company Seal:

Annexure - M
Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

Ref No: _____

Date:--/--/2022

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

Dear Sir

Subject: _____

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire for Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Oracle Database Appliance (X8-2-HA or Higher), subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

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

We, the said _____ Limited hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or

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

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

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

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

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

Further, since NABARD's data could be migrated and since we would be managing the services, We, the said _____ Limited shall be responsible for any loss/compromise or damage to NABARD's data.

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

SCHEDULE

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

Yours faithfully

(Name and Designation) of Authorized Official

Annexure—N
Service Support Form

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

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

NOTES:

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

Company Seal Signature of the Bidder

Annexure – O
Pre Bid Queries Form

Clarifications required:

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

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

(The pre-bid queries are to be submitted in above format and in word document only. These should not be submitted in PDF or Excel format. The queries may be shared through mail to dit@nabard.org and copy may be marked to clmas@nabard.org)

Annexure - P
Document Check List

Bidder's should submit following documents as part of Pre Qualification & Commercial Bid.

Sl. No	Check List	Annexure	Enclosed Yes / No
	Pre Qualification Bid		
1.	Bid Submission & Conformity Letter	<u>A</u>	
2.	Letter Of Authorisation To Bid	<u>B</u>	
3.	RFP Download Declaration	<u>C</u>	
4.	Pre-Contract Integrity Pact	<u>D</u>	
5.	Non-Disclosure Agreement	<u>E</u>	
6.	Confidentiality Undertaking Format	<u>F</u>	
7.	Non-Blacklisting Declaration	<u>G</u>	
8.	Bidder's Minimum Eligibility Criteria Checklist	<u>H</u>	
9.	Format for furnishing bank Guarantee in lieu of Earnest Money Deposit	<u>I</u>	
10.	Bank Mandate Form	<u>J</u>	
11.	Migration plan		
	Commercial Bid		
1.	Commercial Bid Form	<u>K</u>	

	Documents to be submitted by Successful Bidder	Annexure	Enclosed Yes / No
1.	Escalation Matrix	<u>L</u>	
2.	Letter Of Indemnity And Undertaking	<u>M</u>	
3.	Service Support Form	<u>N</u>	
4.	Service Level Agreement	<u>Q</u>	

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

Annexure – Q
SERVICE LEVEL AGREEMENT
FOR
ORACLE DATABASE APPLIANCE (X8-2-HA OR HIGHER)

This SERVICE LEVEL AGREEMENT, made on this _____ (day) of _____, 2022 (hereinafter referred to as the “**SLA/Agreement**”)

BY AND BETWEEN:

National Bank for Agriculture and Rural Development, a body corporate established under the Act of Parliament i.e., National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, Block G, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 represented herein by its Authorised Representative Shri _____, (Name, Designation & Department) (hereinafter referred to as “NABARD” which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors, assigns) of the FIRST PART;

AND

_____, a _____ incorporated under the (_____) and having its registered office at _____, together with its Affiliates and represented herein by its Authorised Signatory, (Shri _____, (name, designation & vertical or division, etc.) hereinafter referred to as the “System Integrator”, which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors and permitted assigns) of the SECOND PART.

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

WHEREAS:

- A. NABARD is engaged in the business of providing and regulating credit and other facilities for the promotion and development of economic activities in rural areas with a view to promoting integrated rural development and securing prosperity of rural areas, and for matters connected therewith or incidental thereto.
- B. The System Integrator is engaged in the business of _____
- C. NABARD had issued a Request for Proposal (“**RFP**”) vide ref No. NB.HO.DIT/400/DIT-014-8/2022-23 dated 08 July 2022 for provision of Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Oracle Database Appliance (X8-2-HA or Higher), and had selected the System Integrator as the successful bidder as per the terms of the RFP.
- D. Accordingly, Parties have entered into an agreement on or about the date hereof for the provisions of services for commissioning Oracle Database Appliance (X8-2-HA or Higher) (“**Principal Agreement**”).

- E. Pursuant to the Principal Agreement, the System Integrator agrees to provide Support Services (*as defined hereinafter*) in relation to the Supply, Installation, Configuration, Testing, Commissioning and Maintenance of the Oracle Database Appliance (X8-2-HA or Higher) to NABARD.
- F. The Parties have now decided to enter into this Agreement to record the terms and conditions which will govern the Support Services rendered by the System Integrator to NABARD during the Term (*as defined hereinafter*).

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS

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

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

“**Agreement**” means this Service Level Agreement together with the Recitals, Schedules and Annexures hereto, as amended, modified or supplemented from time to time, in accordance with the terms herein;

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

“**Business Day**” means any day of the week except Sunday or any day on which the banks in India are closed for business;

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

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

“**Customization**” means making changes to an Off-the-Shelf software/hardware to meet NABARD’s requirements

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

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

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

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

“Force Majeure” means occurrence of one or more of the following events which are beyond the reasonable control of the Parties despite having exercised all reasonable care and due diligence, and which are unforeseen, unavoidable or insurmountable, and which arise after the Effective Date and which prevent total or partial performance of this Agreement by either Party. Such events shall include:

- a. war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade and military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
- b. act of terrorism, sabotage or piracy;
- c. act of authority whether lawful or unlawful, compliance with any Law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;
- d. act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, nuclear catastrophe, volcanic activity, land slide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease;
- e. explosion, fire, destruction of facilities, and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;
- f. general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; or
- g. any other cause beyond the reasonable control of the applicable Party.

Provided that the current ongoing situation regarding COVID-19 and/or lockdowns due to COVID-19 shall not be considered as Force Majeure Event under this Agreement.

“Go-Live” means the Supply, Installation, Commissioning, Migration, Training and Support of Oracle Database Appliance (X8-2-HA or Higher) is complete as under:

- The supply, installation and commissioning of Oracle Database Appliance (X8-2-HA or Higher) and all the necessary softwares are completed
- Migration as defined in Scope of work is completed.

- The training is completed for the NABARD resources as defined in Scope of work.
- The system at both DC and DR is running smoothly as expected and received signoff from competent authority.

“Intellectual Property” means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including patents, trademarks, copyright, integrated circuits, trade secrets, know how, design rights, discoveries, ideas, concept notes, business methods, software codes (including source code, object code executable file) and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests;

"Materials" includes source codes, concepts, documents, property, information and the subject matter of any category of Intellectual Property (including all associated documents, data, libraries, tools, and other items and materials necessary or desirable to enable any person or its agents/contractors to fully understand, use, modify and maintain such Intellectual Property);

“NABARD Data” means any information or material:

- a. disclosed or submitted, directly or indirectly, to the System Integrator or its Authorised Representative(s) by NABARD in order to perform or in connection with the Support Services;
- b. learnt or generated or obtained by the System Integrator or its Authorised Representative(s) as a result of performing the Support Services; and
- c. which shall include information relating to NABARD’s customers, technology, operations, facilities, consumer markets, products, capacities, procedures, security practices, business affairs and other proprietary information,
- d. in any media whatsoever (including electronic) and in each case which is in the possession, custody or control of the System Integrator or and as such data is modified, added to or stored from time to time.

“Personnel” shall mean NABARD’s employees, executives, board members or individuals engaged in day to day business of NABARD or as may be designated by NABARD;

“Recipient” means the Party receiving Confidential Information;

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

"Response Time" means the elapsed time between the receipt of a Support Call and the target time within which System Integrator Support as verified by a written confirmation to NABARD.

"Resolution Time" means the time between the receipt of a Support Call and the target time within which System Integrator resolves the issue as verified by a written confirmation to NABARD.

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

“Service” means any installation, support which makes good of failed service either pre agreed or as requested by NABARD

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

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

"Support" means implementation support in the form of Supply, Installation, Commissioning, Migration, Training and Maintenance Support implementation of the ODA and maintenance of the desired Service Levels to provide quality customer service to NABARD.

"Support Term" is the period starting from the date of this Agreement, consisting of Warranty/ATS Maintenance of duration for the delivery of Support. It will also mean such further extensions or renewals undertaken in accordance with this Agreement.

"Service Levels" refers to the performance standards required to be complied with by the System Integrator in relation to providing the Support Services under this Agreement, including the standards as set forth in Schedule I and other standards in relation to the required availability, response times, etc. as may be mutually agreed to between the Parties;

“Third Party” means a legal entity, or person(s) that is not a Party to this Agreement, but does not include Affiliates;

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

“Trouble Ticket” means the ticket raised by the Service Desk on receipt of notification by NABARD of any problem;

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

2. INTERPRETATION

The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant statute / legislation. If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the schedules or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.

3. SCOPE OF DOCUMENT

This Agreement has been executed in relation to Supply, Installation, Configuration, Testing, Commissioning and Maintenance of the Project between the Parties. The detailed Service Levels have been set out in this Agreement in the Schedule I

This Agreement shall ensure the following:

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

4. SUPPORT SERVICES

The details of Support Services to be provided by the System Integrator in relation to the Principal Agreement referred to by NABARD, along with the respective Service Levels, are outlined in Schedule I to this Agreement. The System Integrator shall provide all other services, functions, responsibilities and tasks that are required for, and incidental to, the proper performance and provision of the Support Services expressly specified in Schedule I.

4.1. Service Levels

The System Integrator shall comply with the relevant Service Levels set out in Schedule I of this Agreement. In the event, Service Level is not specified for any particular Support Services to be provided under this Agreement, the System Integrator's performance will be at par with the performance expectation of NABARD with respect to such Support Services.

4.2. Maintaining Service Levels

4.2.1 The System Integrator shall be responsible for implementing and operating all measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable Service Levels.

4.2.2 The System Integrator shall submit monthly reports on the 7th day of each calendar month to NABARD, with such details and in the format, as may be mutually agreed between the Parties, specifying compliance with the Service Levels.

4.2.3 System Integrator shall provide additional services including advisory and consultancy on such terms and conditions as may be mutually agreed between the Parties. These services shall be made available for such fee as shall be determined by the Parties on the basis of the time to be spent and materials required for such services.

5. Warranty

5.1 System Integrator will provide Warranty/ATS for ODA for a period of duration as agreed in the RFP. While NABARD and System Integrator agree that the

WARRANTY is for a minimum period of 1 year, the Agreement shall be automatically renewed on yearly basis, unless otherwise decided by NABARD by giving a 30 days' prior written notice to the other. The hardware support during this period will cover provision of spares and will cover hardware and firmware updates and upgrades. During the WARRANTY period, System Integrator will provide the Off-Site Hardware Support for the device

- 5.2 System Integrator shall offer comprehensive support under WARRANTY, etc. supplied at Data Centre (DC) and Disaster Recovery (DR). The support will also cover proactive system health check and reporting. However, this monitoring shall require NABARD's permission with relevant access levels to the Systems.
- 5.3 WARRANTY support shall be provided on 24 x 7 x 365 basis with predefined time lines during office Hours i.e. 8 AM to 8 PM and Beyond office hours as per administrative exigencies (As per agreed time lines). The Support shall include parts replacement and associated efforts to perform the parts replacements.
- 5.4 The System Integrator shall sign agreements with OEMs for any support services required from them and shall be responsible for any SLA in this regard, which shall be agreed between NABARD and System Integrator.
- 5.5 During the WARRANTY Period, System Integrator shall provide the Upgrades and Updates to be patched on to the systems.

6 AUDIT SERVICES

- 6.1 If it is desired by NABARD/Reserve Bank of India or any regulatory authority of the country, the System Integrator shall subject themselves to an audit of the systems and processes followed by the System Integrator for the product supplied to NABARD as also the processes/services, by which, support is being provided to NABARD, including support services, escalation methodologies, change management processes, etc. as per the risk parameters finalized by the NABARD/ such auditors.
- 6.2 The System Integrator shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the NABARD or as per mutual agreed proportion. No Audit or inspection will be allowed till System Integrator has received at least 5 business days' prior written notice for Audit or inspection conducted by NABARD, while prior notice may not be given for Audit or inspection conducted by Regulatory authority.
- 6.3 Where any deficiency has been observed during audit of the System Integrator on the risk parameters finalized by NABARD or in the certification submitted by the auditors, it is agreed upon by the System Integrator that it shall correct/ resolve the same within such timelines as prescribed by NABARD. All costs for such correction/resolution shall be borne by the System Integrator. The System Integrator shall provide certification of the auditor to NABARD regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies were observed.
- 6.4 NABARD reserves the right to call and/or retain any relevant material information/reports including audit or review reports undertaken by the System Integrator (e.g., financial, internal control and security reviews) and findings made on the System Integrator in conjunction with the services provided to NABARD.

7. PERSONNEL AND INSPECTION OF RECORDS

- 7.1 The System Integrator shall coordinate with the Authorised Representatives of NABARD, for continuous monitoring and assessment by NABARD of the Support Services provided under this Agreement.
- 7.2 The System Integrator shall appoint sufficient number of individuals in order to ensure that the Support Services are provided to NABARD in a proper, timely and efficient manner. The System Integrator shall provide NABARD with the names of the individuals who shall be involved in carrying out the Support Services and shall obtain approval in writing from NABARD before making any change in such team. The individuals appointed by the System Integrator shall be those indicated by the System Integrator under its response to the RFP. Any additional individual shall be appointed subject to prior written approval from NABARD.
- 7.3 The System Integrator shall maintain electronic books of accounts, log-books and any other operating records that it may deem necessary in connection with the rendering of Support Services under this Agreement. The System Integrator shall retain all such electronic books of accounts and operating records relating to the Support Services for a period of 7 (seven) years after the expiry or earlier termination of the Agreement.
- 7.4 In order to enable NABARD to comply with Applicable Laws, the System Integrator shall furnish such documents and information, in addition to the books and electronic records maintained by the System Integrator in terms of Clause 7.3 (Personnel and Inspection of Records) above, as may be requested by NABARD, from time to time, in relation to the Support Services rendered by the System Integrator under this Agreement at its own cost.
- 7.5 Upon receipt of formal communication from NABARD, whether during the Term or thereafter, the System Integrator shall permit NABARD and/or its Authorized Representative(s) to, during normal business hours on any Business Day, access its premises to inspect the electronic records maintained by the System Integrator in relation to the Project.
- 7.6 If required under Applicable Law, whether during the Term or thereafter, the System Integrator shall provide access to any Governmental Authority to inspect records, documents, books and accounts of the System Integrator maintained in relation to the Support Services rendered under this Agreement.
- 7.7 Manpower hiring – the duties/ obligations, regulatory compliance on the part of the System Integrator, particularly compliance with respect to the Contract labour Act and other labour laws to be fulfilled by the System Integrator

8. SUPPORT BY NABARD

- 8.1 NABARD shall provide System Integrator with necessary access to NABARD's Personnel and its equipment, only as necessary for provision of Support Services by the System Integrator.
- 8.2 NABARD shall provide supervision, control and management of the use of the Support Services. In addition, NABARD shall implement procedures for the protection of information in the event of errors or malfunction of the equipment.
- 8.3 NABARD shall document and report all detected errors or malfunctions of any software or programs to the System Integrator. NABARD shall take all steps

necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from System Integrator.

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

9. TRAINING SERVICES

- a. System Integrator to offer training to NABARD's employees and ITSM Support as defined in the RFP on the software/hardware covering features, facilities, operations, implementation, trouble shooting, system administration, audit, MIS including report generation, etc.
- b. System Integrator shall provide handholding support during pre and post implementation and rollout phases with the adequate number of competent support persons for the period as specified in the RFP.
- c. System Integrator to provide manuals for reference in handling of operation and running the software/hardware etc.
- d. Training - While On-site training is the norm, web based training could also be considered keeping in view exigencies as decided mutually. Where Web based training is provided, on-site training could be considered at a later point. Online and offline content also to be part of Training set up and knowledge transfer.

10. PERFORMANCE MEASUREMENTS

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

11. PERIODIC REVIEW PROCESS

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

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

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

12. EXCLUSIONS

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

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

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

13.ADDITIONAL SERVICES

- a. System Integrator may provide additional services such as advisory and consultancy on such terms and conditions as may be mutually agreed between the parties. These services will be made available on a time and materials basis.
- b. NABARD regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the system. The System Integrator shall make suitable changes as per the recommendations emerging from VAPTs emerging within the contract period at no additional cost to NABARD. The vulnerabilities so identified may be fixed by the System Integrator within the predefined timeline as follows:

#	Severity	Impact	Resolution Time
1	Critical & High category Vulnerabilities	Exploitation could result in elevated privileges. Exploitation of the vulnerability likely results in root-level compromise of servers or infrastructure devices. Exploitation could result in a significant data loss or downtime.	Within 30 (thirty) days of intimation
2	Medium Category Vulnerabilities	Exploitation provides only very limited access to attacker.	Within 45 (forty-five) days of intimation
3	Other Category Vulnerabilities	Very little impact on an organization's business or operations.	Within 90 (ninety) days of intimation

- c. In cases of System Integrator dealing with applications hosted over third-party infrastructure outside NABARD DC, necessary logs generated by the

applications to be provided by the System Integrator to the NABARD on a quarterly basis or whenever needed by the NABARD (whichever is earlier).

14. INTELLECTUAL PROPERTY OWNERSHIP

Each Party agrees that it will not have any ownership claim in the other Party's Background Intellectual Property; and grants the other Party and the Third Party sub-contractor appointed in terms of Clause (Appointment of Sub-contractors), a non-exclusive, royalty-free license for the use of any Background Intellectual Property made available by the granting Party for the purpose of carrying out the Support Services.

15. CONFIDENTIALITY

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

16. SUBCONTRACTING

- a. System Integrator may engage the services of sub-contractors to perform any of its duties with the prior written permission of NABARD. Unless otherwise agreed in writing, no sub-contracting of such duties shall relieve System Integrator of responsibility for their due performance.
- b. The System Integrator shall ensure that the sub-contractor is bound by the terms of this Agreement as applicable. A copy of contract details entered between System Integrator and sub-contractor to be made available by the System Integrator to NABARD within 30 days of engaging the sub-contractor.
- c. System Integrator agrees that it shall not transfer/assign to any of its rights and/or obligations under this agreement to any entity including affiliates without the prior written permission from NABARD.

- d. If the parties undergo a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this agreement shall be considered to be transferred to the new entity and such an act shall not affect the rights and obligations under this Agreement.
- e. NABARD, including its' auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another System Integrator.
- f. The System Integrator shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, background checks and other due diligence to examine their antecedents and ensure their suitability for such engagement. The System Integrator shall retain the records of such verification and shall produce the same to NABARD as and when requested.
- g. In relation to a Third Party sub-contractor appointed in terms of this Clause 16 (Subcontracting), NABARD may, withdraw its approval and direct the System Integrator to terminate the appointment of such Third Party subcontractor with immediate effect or within such other period as may be prescribed by NABARD in its sole discretion, if NABARD determines that the Third Party subcontractor is in breach of this Agreement or if NABARD is not satisfied with the quality of Support Services rendered by such Third Party sub-contractor. Upon receipt of notice by NABARD, the System Integrator shall terminate the appointment of such Third Party sub-contractor, provided that nothing contained in this Clause 16 (Subcontracting) shall effect the right of the System Integrator to appoint any other Third Party sub-contractor in terms of this Clause 16 (Subcontracting).

17. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained anywhere in this Agreement, NABARD shall not be liable to the System Integrator for any special, consequential, incidental, exemplary, punitive, or indirect damages arising from, relating to, or in connection with this Agreement or any Schedules, Annexures or attachments hereto including, without limitation to, any damages resulting from loss of profits, loss of savings, loss of business, loss of use, or loss of data, arising out of or in connection with this Agreement or of any other obligations relating to this Agreement, whether or not the Party has foreseen or been advised of the possibility of such damages as well as for costs of procurement of substitute services by anyone.

18. REPRESENTATIONS, WARRANTIES AND COVENANTS

- a. System Integrator hereby represents and warrants to NABARD that:
 - i. it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organisation;
 - ii. it has taken all necessary actions, corporate or otherwise, as applicable to it to authorize or permit the execution, delivery and performance of this Agreement and the transactions contemplated hereunder, and this Agreement when executed and delivered by it is

- a valid and binding obligation of such Party enforceable in accordance with its terms;
- iii. neither the execution, delivery and performance of this Agreement, nor the performance of the transactions contemplated in the Agreement by it, will (i) constitute a breach or violation of its charter documents, (ii) conflict with or constitute (with or without the passage of time or the giving of notice) a default under or breach of performance of any obligation, agreement or condition that is applicable to it, (iii) contravene any provision of any Law applicable to it, or (iv) require the consent of any Third Party, including any Governmental Authority, by it other than as set out in this Agreement;
 - iv. there are no claims, investigations or proceedings before any court, tribunal or Governmental Authority in progress or pending against or relating to it, which could reasonably be expected to prevent it from fulfilling its obligations set out in this Agreement;
 - v. it is not bankrupt or insolvent under the Applicable Laws of its jurisdiction and there are no insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it, or is pending or, to the best of its knowledge, threatened in writing, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.
 - vi. System Integrator shall provide the Support Services in accordance with the generally accepted industry standards and practices relating to such Support Services and in accordance with requirements specified by NABARD in writing;
 - vii. the System Integrator has the requisite infrastructure, facilities and systems, including adequate skill, know-how, and manpower to fulfil its obligations under this Agreement on its own and shall undertake all Support Services and obligations under this Agreement on a first priority basis;
 - viii. System Integrator shall exercise highest standards of skill, care, and due diligence in performance of its Support Services and obligations under this Agreement;
 - ix. System Integrator has adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to provide uninterrupted performance of Support Services under this Agreement consistent with the standards agreed hereto;
 - x. The System Integrator shall provide Support Services in accordance with the specifications set out under this Agreement;
 - xi. System Integrator will not violate the Intellectual Property Rights of Third Parties whilst providing the Support Services;

- xii. System Integrator shall provide Support Services in the premises of NABARD or in an enclosed environment wherein no third party or any employees of the System Integrator will have access to such premises. Only such personnel/ Third party sub-contractors (as per Clause) of the System Integrator who are working to or engaged for providing the Support Services under this Agreement between the System Integrator and NABARD shall have the restricted access to such enclosed environment.
- xiii. System Integrator shall ensure that the employees of the System Integrator/ Third Party sub-contractors who are engaged in providing the Support Services under this Agreement shall have executed/ execute such confidentiality documents as may be required by NABARD and shall have confidentiality obligations not lesser than those prescribed under this Agreement.
- xiv. The System Integrator shall be fully and completely responsible and liable for all acts, omissions, liabilities undertaken by personnel employed / engaged by the System Integrator and shall be solely responsible for any and all claims, payments and benefits payable to such personnel employed by the System Integrator.
- xv. The System Integrator further undertakes to exercise all due diligence with regard to and shall maintain strict controls and physical and digital safeguards in connection with the Support Services.
- xvi. any material, codes, applications, front ends, etc created, developed or being used for providing the Support Services under this Agreement shall not be shared with or shown to or discussed with any other entity whatsoever, for any purpose including any development, sales pitch, demonstration or publicity or as examples or otherwise.
- xvii. no representation or warranty by it contained herein or in any other document furnished by it to NABARD or to any government instrumentality in relation to the Support Services contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.
- xviii. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or Personnel of NABARD in connection therewith.
- xix. The System Integrator shall not, whether during or after the Term of this Agreement, make any announcements or statements to any person that are or may be derogatory, defamatory or prejudicial to NABARD, or any of its Affiliates, directors, Personnel, officers, agents or advisors, in any manner.

- xx. Appropriately qualified personnel appointed by the System Integrator shall perform Support Services as listed in Schedule I with due care and diligence and to such high standards of quality as it is reasonable for NABARD to expect in all the circumstances post the expiry of this Agreement.

19. WARRANTIES POST SLA EXPIRY

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

20. NOTICES

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

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

Address of NABARD Name & Designation: Postal Address/ Office Address: Contact No. Copy Sent to:	Address of System Integrator Name & Designation: Postal Address/ Office Address: Contact No. Copy Sent to:
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21. INDEMNIFICATION

- a. System Integrator shall indemnify and agrees to defend and to keep NABARD and its Affiliates and agents, officers, directors, employees successors and permitted assigns indemnified, from any and all Losses suffered arising from, or in connection with, any of the following:
 - i. the non-performance and non-observance of any of the terms and conditions of this Agreement by the System Integrator;
 - ii. acts or omissions of the System Integrator which amount to negligence or wilful misconduct;
 - iii. any infringement or alleged infringement by the System Integrator of a Third Party’s Intellectual Property;
 - iv. any infringement or alleged infringement by the System Integrator of NABARD’s Intellectual Property and/or Material
 - v. failure by the System Integrator to fulfil its obligations under any applicable Law.

- b. The System Integrator shall, at his own expense, defend and indemnify NABARD against any Losses in respect of any damages or compensation payable in relation to any non-compliance with Applicable Law including (i) non-payment of wages, salaries, remuneration, compensation or the like and (ii) any Losses arising out of or in relation to any accident or injury sustained or suffered by the System Integrator's workmen, contractors, sub-contractors, System Integrators, agent(s), employed/ engaged otherwise working for the System Integrator or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the System Integrator.
- c. The rights of NABARD pursuant to this Clause (Indemnification) shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to NABARD at equity or Law including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

22. TERM AND TERMINATION

23.1 Term

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

23.2 Termination

23.2.1 Order Cancellation/ Termination of Contract

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

- a. Delay in Implementation of the Project beyond the specified periods for reasons solely ascribed to the System Integrator.
- b. Serious discrepancies noted in the implementation of the project.
- c. Breaches in the terms and conditions of the Purchase Order.
- d. Project adversely affecting the Core Systems or Core Business of the NABARD and the normal functioning of the Offices of NABARD.
- e. If System Integrator fails to upgrade any or all of the critical hardware /software within the period(s) specified in the Contract or within any extension thereof granted by the NABARD.
- f. If System Integrator fails to perform any other obligation(s) under the Contract.
- g. If System Integrator is not providing after sales and maintenance services and the calls are not attended for three or more occasions, NABARD is at liberty to terminate the Contract by giving 30 days' 'Notice'. If System Integrator provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.

- h. In addition to the cancellation of purchase order, NABARD reserves its right to invoke the Performance Bank Guarantee given by the System Integrator after giving notice.
- i. Termination in all circumstances will mean a proper transition with data transfer in a readable format along with all knowledge documents. Transition to take within a month unless extended by mutual consent.
- j. NABARD, without prejudice to any other remedy for breach of contract, by giving 30 days' written notice of default sent to System Integrator and if System Integrator fails to cure the default within the notice period, may terminate this Contract in whole or in part.

23.2.2 Effect of Termination

- a. System Integrator agrees that it shall not be relieved of its obligations under the Reverse Transition Mechanism notwithstanding the termination of the Contract/assignment. Reverse Transition Mechanism would typically include service and tasks that are required to be performed /rendered by System Integrator to NABARD or its assignee to ensure smooth handover and transitioning of NABARD's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.
- b. All the terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- c. System Integrator agrees that after completion of the Term or upon earlier termination of the Contract/assignment System Integrator shall, if required by NABARD, continue to provide warranty services to the NABARD at no less favorable terms than those contained in RFP/Agreement. In case NABARD wants to continue with the System Integrator after the completion of this contract then System Integrator shall offer the same or better terms to NABARD. Unless mutually agreed, the rates shall remain firm.
- d. NABARD shall make such prorated payment for services rendered by System Integrator and accepted by NABARD at the sole discretion of NABARD in the event of termination, provided that System Integrator is in compliance with its obligations till such date. However, no payment for "costs incurred or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to System Integrator.
- e. Notwithstanding the termination or expiry of this Agreement, all rights granted to NABARD pursuant to this Agreement shall survive.
- f. System Integrator shall:
 - i. return any and all Confidential Information of NABARD, whether in written or electronic form, and shall not retain any copies, extracts, derivatives, or other reproductions of the Confidential Information of the requesting Party (in whole or in part) in any form whatsoever;
 - ii. take reasonable steps to assure that any and all documents, memoranda, notes, and other writings or electronic records prepared or created by the requesting Party, which include or reflect the Confidential Information of the requesting Party, are returned.

- iii. Provide Declaration of return or destruction of confidential information to NABARD. The last payment will be made on provision of above declaration

23.2.3 Termination of this Agreement (except as otherwise agreed to by the Parties) shall not release any Party hereto from any liability or obligation in respect of any matters, undertakings or conditions which shall have been done, observed or performed by that Party prior to such termination or which, at the said time has already accrued to the other Party. However, nothing herein shall affect, or be construed to operate as a waiver of, the right of any Party hereto aggrieved by any breach of this Agreement, to compensation for any injury or damages resulting therefrom which has occurred either before or after such termination.

23. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- a. This Agreement shall be governed by the laws of India.
- b. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably by Parties. Each Party shall select / appoint 1 (one) senior representative. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives (“Settlement Period”).
- c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.
- d. The seat & venue of the same shall be in Mumbai (as agreed in RFP)
- e. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.
- f. The language of the proceedings shall be in English.
- g. Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction
- h. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party’s specified address. The same has to be acknowledged by the receiver in writing.
 - a. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
 - b. For the purpose of all notices, the following shall be the current address:

The Chief General Manager

National Bank for Agriculture and Rural Development

24. INDEPENDENT CONTRACTOR

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

25. FEES

The System Integrator agrees and acknowledges that the amounts paid under the Principal Agreement/Work order/Purchase order shall be the full and final consideration for the Support Services rendered by the System Integrator under this Agreement and the System Integrator shall not be entitled to any additional amounts.

26. FORCE MAJEURE

- a. No Party shall be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent the default or delay is caused, directly or indirectly, by Force Majeure and provided that the non-performing Party could not have been prevented such default or delay.
- b. The affected Party shall provide notice of non-performance due to Force Majeure to the other Party within 24 hours after the start of such non-performance (or, if providing notice within such time frame is not commercially practicable due to Force Majeure, then as soon as possible thereafter) and such non-performance will be excused for the period such Force Majeure Event causes such non-performance; provided that if NABARD determines it is commercially or technically infeasible to cure the Force Majeure and so notifies the System Integrator, then NABARD may terminate this Agreement effective immediately upon delivery of notice of termination to the System Integrator.

27. LIQUIDATED DAMAGES

- a. NABARD shall be entitled to recover liquidated damages as set out in Schedule I from the System Integrator for breach of Service Levels.
- b. Except as otherwise specified under Schedule I, if the System Integrator fails to deliver any Support Services or meet any Service Levels under this Agreement, NABARD shall be entitled to liquidated damages of a sum equivalent to 0.5% percent of TCO per week or part thereof of the unperformed services subject to maximum of 10% of TCO. In case of undue

delay beyond a period of 15 days unless otherwise waived by NABARD, NABARD at its discretion may consider the delay as a ground for termination of the Agreement.

- c. NABARD reserves the right to impose / waive any such liquidated damages. Parties agree that the liquidated damages constitute a genuine pre-estimate of the damages, losses, likely to be suffered by NABARD in the event of breach by the System Integrator of the terms hereof.
- d. NABARD may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the System Integrator in its hands (which includes NABARD'S right to claim such amount against the System Integrator's bank guarantee under the Principal Agreement/Work order/Purchase order) or which may become due to the System Integrator. Any such recovery of penalty shall not in any way relieve the System Integrator from any of its obligations to complete the Support Services or from any other obligations and liabilities under this Agreement.

28. MISCELLANEOUS

- a. This agreement shall be effective for a period of five years from the date of Go-Live unless terminated as per the clause provided in this agreement.
- b. All the terms and conditions stipulated in the RFP datedregarding Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Oracle Database Appliance (X8-2-HA or Higher) are considered as part and parcel of this agreement.
- c. Any provision in this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and is signed by both the parties to this Agreement; in the case of an amendment by each party, or in the case of waiver by the Party against whom the waiver is to be effective.
- d. Either party or its employees and representatives shall not use the name and/or trademark/logo of the other party in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of the other party.
- e. Terms of Payment: In consideration of the Services and subject to the provisions of the RFP and this Agreement, NABARD shall pay the amounts in accordance with the Terms of Payment Schedule of the Purchase Order.
- f. System Integrator shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.
- g. System Integrator will not release any factual information concerning these SLAs Agreement to any person/news media without prior permission of NABARD.
- h. In the event of change in ownership structure or change in control, in any manner whatsoever of System Integrator, or if any person / entity that, as of the Execution Date, does not possess, directly or indirectly, the power to direct or cause the direction of the management, policies or affairs of the System Integrator, whether through the ownership of voting securities, by contract or otherwise, later comes into possession of such power, System

Integrator shall inform NABARD in writing of such change in control along with the details of new ownership structure or persons / entities in control. In such event, NABARD shall have the right to terminate this Agreement.

- i. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.
- j. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts in hard form.
- k. This Agreement shall be deemed to be incorporated as part of the Principal Agreement/Work Order/Purchase Order by reference. This Agreement along with the Principal Agreement/Work Order/Purchase Order shall contain the entire understanding of the Parties and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.
- l. No supplement, amendment or modification to this Agreement shall be valid, enforceable or binding upon the Parties unless made in accordance with the provisions of this Agreement.
- m. The Parties agree that in the event of any conflict between the provisions of this Agreement and the Principal Agreement/Work Order/Purchase Order, the provisions of the Principal Agreement/Work Order/Purchase Order shall prevail.

THIS AGREEMENT shall be executed in two numbers, one will be kept with NABARD and the other with _____ (**System Integrator**).

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

NABARD _____ (**Name of System Integrator**) _____

Signature: _____ Signature: _____

Name : Name:

Title : Title :

Place : Place :

Date : Date :

WITNESS

Signature : _____

Name :

Address :

WITNESS

Signature : _____

Name :

Address :

SCHEDULE - I

Part A

Project Management

1. The System Integrator shall manage the delivery and commissioning of the Oracle Database Appliance and associated hardware / software in a structured, organized, and cost-effective manner.
2. Project Management Service Levels

Type	Measurement	Liquidated Damages
Supply, Installation and Commissioning of ODA	Delay from mutually agreed timelines	0.5% of the Hardware cost, for each calendar week of delay
Migration	Delay from mutually agreed timelines	1% of the Migration cost for each calendar week of delay
Training	Delay from mutually agreed timelines	1% of the Training cost for each calendar week of delay

3. NABARD shall at its sole discretion determine the order value of the relevant deliverable for the purpose of calculation of liquidated damages in case of failure of compliance with the Service Levels as set out above.
4. The overall liquidated damages payable by the System Integrator during the supply, installation, commissioning, migration, training and support shall be a maximum of 10% of the Contract Price.

Part B

Project Quality Levels

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

Support Priority Levels

Priority	Criticality	Description	Within Warranty Period	
			Initial Response Time	Resolution Time
P1	critical	Indicates a reported incident where ODA is completely unavailable and inaccessible.	Within 15 minutes	45 minutes

P2	Semi-critical	ODA is available and usable with partial, with non-critical loss of functionality.	Within 120 minutes	720 minutes
P3	Non-critical	General enquiries on the product use, support and documentation.	Next Business Day	Next Business Day

PART C

System Maintenance & Support Services

1. The System Integrator shall guarantee a minimum of uptime of 99.99% per month for the Oracle Database Appliance. The uptime will be calculated on a monthly basis. Wherever the System Integrator monitors onsite, the downtime starts from the time hardware / software/ tool/ solution/etc, fails leading to denial of service. As long as there is no denial of service to NABARD, downtime does not arise. Wherever NABARD monitors, the downtime starts from the time of reporting by NABARD.
2. In case of non-conformity with the requisite uptime, the System Integrator shall be liable to pay the following amounts as liquidated damages.

The Downtime calculated shall not include any:

 - i. Failure of Power, Network etc. in NABARD
 - ii. Preventive maintenance activity and
 - iii. Force Majeure.

Performance (%) =

(Total contracted minutes per month – downtime minutes within contracted minutes per month)*100)

Total contracted minutes per month

Penalty for shortfall in Performance compliance level:

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

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

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

Type of support mode

a. Support mode

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

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

b. Support Window

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

c. Support Escalation

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

Name	Designation	Phone	E-mail

Single Point of contact (SPOC): (Name) (Designation) (Phone) (Email)

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

ANNEXURE - R

Definitions

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

1. **NABARD** (also referred as Bank, purchaser) means National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as “NABARD”) having its Head Office at Plot No. C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices (ROs)/Training Establishments (TEs) in different cities across the country, shall include their successors and assignees for orders placed by NABARD.
2. NABARD intends to issue this bid document, hereinafter called **Request For Proposal or RFP**, to the vendor, to participate in the bid for “Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Oracle Database Appliance (X8-2-HA or Higher)” as per scope of work, terms and conditions in this RFP.
3. **Vendor, Successful Bidder**: shall mean Individual, agency, Firm or Company (whether incorporated or not) selected by NABARD for the performance of the Contract and shall include its legal representatives, successors and permitted assigns.
4. **SI** stands for System Integrator.
5. **OEM** stands for Original Equipment Manufacturer.
6. **Bidder** shall mean any Person or Persons, Firm or Proprietor who participates in this Bid indicating his / her / their interest & offering the Project / Work and its successful completion.
7. **Supplies, Project, Work** mean specified job(s) and/ or work(s) of this tender for delivery and installation of goods or services as mentioned in the RFP.
8. **Complete, Completed** (in the context of job(s) mentioned in this bid) wherever used to indicate completeness of the specified job(s) and/ or work(s) of the goods/services defined in the Bill of Material (BoM) & the Work Order (WO). It shall be deemed as incomplete if any component of the BoM or of the WO are not supplied, delivered and installed, if supplied is not operational or not acceptable after acceptance testing in any respect.
9. The **Contract** shall mean the agreement between the parties as derived from the Contract Documents.
10. The **Contractor** is Same as Vendor.
11. **EMD**, Earnest Money Deposit i.e., Money (or equivalent) deposited along with, the bid indicating willingness to abide by the rules of the bid process and assuring NABARD the Vendor’s capability to take up the project and complete it in stipulated time.
12. **SD**, Security Deposit i.e, Performance Bank Guarantee deposited with NABARD as a performance guarantee for the quality specifications of the Supply, Installation, Configuration, Testing, Commissioning and

Maintenance of Oracle Database Appliance (X8-2-HA or Higher) to be rendered during the WARRANTY period.

13. **Work order** or **Purchase order** or **PO** means Letter of intent given by NABARD to the successful bidder of the bid expressing interest and intention for entering into a contract with the successful bidder for carrying out the proposed job(s) mentioned in the bid.
14. **Officer-in-charge** shall primarily refer to the officer of NABARD to whom this bid is submitted, or any other officer within the same department who has been designated by him/her from time to time to handle the proceedings of this bid.
15. **Complete Agreement:** The terms and conditions of the RFP along with work order shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized Official of NABARD and the Vendor. The start date shall commence on the 14th (fourteenth) day of work order or the date of acceptance, whichever is earlier
16. **Acceptance by NABARD:** Authorized officer(s) of NABARD must certify & sign all the installation reports and the invoice(s) for the Bill of Material
17. **Downtime** is the time during which the ODA as whole or any VM or as part is not operational
18. **Uptime** means the time during which ODA as whole is operational for usage
19. **Failure** is the condition that renders NABARD unable to perform any of the operations on the ODA device
20. **Restoration** is the condition when the vendor demonstrates that the ODA device is in working order and NABARD acknowledges the same
21. **ODA** means Oracle Database Appliance (X8-2-HA or Higher version X9-2-HA).
22. **Go-Live** means the supply, installation, commissioning, migration, training and support of Oracle Database Appliance (X8-2-HA or Higher) is complete as under:
 - The supply, installation and commissioning of Oracle Database Appliance (X8-2-HA or Higher) and all the necessary softwares are completed
 - The migration as defined in Scope of work is completed.
 - The training is completed for the NABARD resources as defined in Scope of work.
 - The system at both DC and DR is running smoothly as expected and received signoff from competent authority.