REQUEST FOR PROPOSAL (RFP) FOR CLOUD BASED WEB APPLICATION FIREWALL & DDOS ATTACK PROTECTION SERVICES

National Bank for Agriculture and Rural Development (NABARD) Department of Information Technology
5th Floor, 'C' Wing C-24, 'G' Block Bandra Kurla Complex, Bandra (East).
Mumbai - 400051.
Maharashtra.
Ph: 022-26539690

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 Cloud Based Web Application Firewall and DDoS Protection solution. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the Bidders. This document should be read in its entirety.
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Glossary

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<th>Acronym</th>
<th>Definition</th>
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<tr>
<td>1.</td>
<td>AMC</td>
<td>Annual Maintenance Contract</td>
</tr>
<tr>
<td>2.</td>
<td>BOM</td>
<td>Bill of Material</td>
</tr>
<tr>
<td>3.</td>
<td>CVC</td>
<td>Central Vigilance Commission</td>
</tr>
<tr>
<td>4.</td>
<td>DC</td>
<td>Bank's Data Centre</td>
</tr>
<tr>
<td>5.</td>
<td>DD</td>
<td>Demand Draft</td>
</tr>
<tr>
<td>6.</td>
<td>DIT</td>
<td>Department of Information Technology</td>
</tr>
<tr>
<td>7.</td>
<td>DMZ</td>
<td>Demilitarized zone</td>
</tr>
<tr>
<td>8.</td>
<td>DR</td>
<td>Disaster Recovery</td>
</tr>
<tr>
<td>9.</td>
<td>WAF</td>
<td>Web Application Firewall</td>
</tr>
<tr>
<td>10.</td>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>11.</td>
<td>HCI</td>
<td>Hyper Converged Infrastructure</td>
</tr>
<tr>
<td>12.</td>
<td>NABARD</td>
<td>National Bank for Agriculture and Rural Development</td>
</tr>
<tr>
<td>13.</td>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>14.</td>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>15.</td>
<td>QoS</td>
<td>Quality of Service</td>
</tr>
<tr>
<td>16.</td>
<td>RFP / RfP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>17.</td>
<td>SAN</td>
<td>Storage Area Network</td>
</tr>
<tr>
<td>18.</td>
<td>TAM</td>
<td>Technical Account Manager</td>
</tr>
<tr>
<td>19.</td>
<td>DDOS</td>
<td>Distributed Denial of Service</td>
</tr>
<tr>
<td>20.</td>
<td>TCO</td>
<td>Total Cost of Ownership</td>
</tr>
</tbody>
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Tender Schedule

<table>
<thead>
<tr>
<th>Tender Reference No and Date</th>
<th>No.NB.HO.DIT/ DIT-12-15/2019-20 dated 13 January 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender For</td>
<td>Cloud Based Web Application Firewall and DDoS Attack Protection Services</td>
</tr>
<tr>
<td>Cost of RFP (Non-Refundable)</td>
<td>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. 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 the Bank will also be supplied tender documents free of cost. However, they will have to produce documentary evidence in support of seeking such exemption.</td>
</tr>
<tr>
<td>Earnest Money Deposit (Refundable)</td>
<td>Remittance of Rs. 50,000/- (Rupees Fifty Thousand Only) to NABARD’s Account No.055505000552 with ICICI Bank, BKC Branch (Branch Code 0555) IFSC ICIC0000555. The UTR No for this transaction must be indicated in the Bid Document. OR 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-K. (The option of submitting EMD as Bankers Cheque / Demand Draft /Pay Order is not available.)</td>
</tr>
<tr>
<td>Date of Issue of RFP</td>
<td>13 January 2020 (Monday)</td>
</tr>
<tr>
<td>Last date for submission of pre-Bid queries</td>
<td>20 January 2019 at 03.00 pm (Monday)</td>
</tr>
<tr>
<td>Date of Pre-Bid Meeting</td>
<td>23 January 2020 at 11.00 am(Thursday)</td>
</tr>
<tr>
<td>Last date &amp; time for submission of Bid</td>
<td>Up to 03:00 pm of 04 February 2020(Tuesday)</td>
</tr>
<tr>
<td>Opening of Technical Bid</td>
<td>04 February 2020 at 3.30 pm (Tuesday)</td>
</tr>
<tr>
<td><strong>Opening of Commercial Bid</strong></td>
<td>Will be intimated to shortlisted bidders at a later date.</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>------------------------------------------------------</td>
</tr>
</tbody>
</table>
| **Address for submission of Tenders** | The Chief General Manager  
Department of Information Technology  
National Bank for Agriculture and Rural Development  
Head Office, 5th Floor, C Wing, C-24, “G” Block  
Bandra Kurla Complex, Bandra East, Mumbai- 400051 |
| **Contact Numbers** | 1. Shri S. Bhuvaraman, DGM 022-26539690  
2. Shri Anand Atirek, Mgr 022-26539672 |
| **Email** | dit@nabard.org |
| **No. of envelopes (Non-window, sealed) to be submitted** | Two (2) Envelopes  
Sealed Envelope 1 - Technical Bid + Cost for RFP Document + EMD (DD/BG) + Documents as per Check List (Annexure-U) + Masked Commercial Bid (containing only the Bill of Material and NOT the Costs)  
Sealed Envelope 2 containing Financial Bid |

**Note:**

1. Before bidding, the bidders are requested to carefully examine the RFP document and the terms and conditions specified therein. If any bidder requires any clarification on this RFP, they may notify the Bank in writing or by email at the Bank’s mailing address indicated in the RFP. Bidders should notify the Bank of any error, omission or discrepancy found in this RFP document before last date and time for pre-bid queries.
2. Bank makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
3. All costs and expenses (whether in terms of time or money) incurred by the bidders in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by Bank, will be borne entirely and exclusively by the bidders.
4. The bidders must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
5. All bids (Technical & Commercial) must be submitted at the same time, giving full details, in separate sealed envelopes at the Bank’s address within the time-period specified above.
6. The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
7. No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.
8. 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 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.

9. The Bank reserves the right to change the dates mentioned above or in the RFP, which will be communicated through the Bank’s web site.

10. Non-enclosure of Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand Only) or equivalent amount of Bank Guarantee will result in rejection of bid.

11. The bidder shall ensure compliance of Central Vigilance Commission guidelines (CVC) issued/ to be issued from time to time pertaining to the work covered under this RFP.

12. No binding legal relationship will exist between any of the bidder and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

13. **All Invoices, Licenses should be made in the name of CGM, DIT, NABARD, HO, Mumbai with official email Id as dit@nabard.org.**

14. **Public Procurement Policy on Micro and Small Enterprises (MSEs)**

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

   14.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

   14.3 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.

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

   14.5 The bidder to note that, in the current RFP splitting of order is not applicable.
Instructions for Bidders

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

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

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

3. Period of Validity of Bids
   **Validity Period:** Bids shall remain valid for 180 days from the last date specified for submission of bids in this RFP. The Bank holds the rights to reject a bid valid for a period shorter than 180 days.
   
   **Extension of Period of Validity:** In exceptional circumstances, the Bank may solicit the Bidder’s consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable.

4. Who can submit the bid?
   A. The bid shall be submitted by the System Integrator (SI) / OEM / Service Provider only. 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.
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 the Bank are provided on the website – www.nabard.org.

NABARD has a number of websites that are published over Internet for various business and administrative purposes. Most of these websites are hosted on premise whereas some are hosted by third parties. Being directly published over Internet, these websites are prone to be affected by various security threats and exploits triggered by the external sources. Existence of vulnerability in any of these websites provides opportunity to attackers to gain access to and launch severe exploits.

To safeguard the Bank’s Internet facing websites against such threats and cyber-attacks, the Bank requires a solution that will perform daily vulnerability assessment (covering application vulnerability scanning, server vulnerability scanning, malware monitoring & protection) of these websites and protect them from data breaches & defacement. In order to ensure continuous and unfettered access to bank’s applications, it is proposed to enable Cloud Based bundled WAF and DDoS protection services on the Bank’s web applications. This Request for Proposal document (“RFP document” or “RFP”) has been prepared solely for enabling the Bank to purchase the said services.

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

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 the Bank.

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

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

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

7. Bidders obligation to inform himself/ herself
The bidder shall conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

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

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

10. Bid submission Terms
The RFP response document submission shall be undertaken as under: -
1. No. of Envelopes (Non-window, sealed) to be submitted: Two (2)
2. First Envelope to contain Technical Bid
3. Second Envelope to contain: Commercial Bid – (1 bid only).
4. All copies of RFP and attachments may be submitted in a sealed envelope.
5. The format for Bid submission covering letter has been provided in Annexure – A.
6. The documents may be submitted to NABARD at the following address: -
   The Chief General Manager,
   Department of Information Technology,
   5th Floor, C Wing, NABARD, Head Office,
   C-24, G-Block, Bandra - Kurla Complex
   Mumbai 400051
7. 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;
8. Faxed copies of any document are not acceptable and shall result in rejection of bid by the Bank;
9. All submissions, including any accompanying documents, shall become the property of the Bank. Bidders shall be deemed to license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP response, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.
10. The bidder shall be required to submit an Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousand 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-K) issued by Scheduled Commercial Bank valid for 180 days from the date of opening of tender. The Earnest Money Deposit shall be refunded to all bidders except the one finally selected for award of the contract. The selected successful bidder shall be required to enter into an agreement with the Bank with respect to award of contract in which case the Earnest Money Deposit shall be adjusted against the Performance Bank Guarantee. The Performance Bank Guarantee is to be submitted by the successful bidder in the format provided in Annexure-O. In case the selected bidder fails to enter into an Agreement of Contract within the stipulated date and as per stipulated terms and conditions, the Earnest Money Deposit shall be subject to forfeiture at the discretion of NABARD. No interest shall be payable by the Bank on the Earnest Money Deposit. The 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 Bank’s website www.nabard.org. The RFP download declaration, as per Annexure-C is to be furnished by the bidder. The Bank reserves the right to change the requirements. However, any such changes will be posted on the NABARD’s website.
11. Queries relating to the RFP, if any, may be raised by the Bidders through emails to be received at the Bank’s email ID within the stipulated date and time. Any clarifications to queries raised by bidders or any change in requirement, shall be posted on the Bank’s Website. Bidders may ensure that such clarifications / changes have been considered by them before submitting bids. The Bank shall not be liable for omission, if any, on the part of the bidder. In case of any clarification required by the Bank to assist in the examination, evaluation and comparison of bids, the Bank may, at its discretion, seek clarification from the bidder. The response / clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
12. 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.
13. 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.
14. No bidder shall be allowed to withdraw the bid once submitted.
15. The Bank reserves the right to reject any or all bid(s) received without assigning any reason whatsoever.
16. The Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.

11. **Bid Validity Period**
The proposal must remain valid and open for evaluation according to the terms for a period of at least 180 days from the time the RFP closes on the deadline for lodgement of RFP.

12. **Acceptance of Terms**
A bidder shall, by responding to the Bank for RFP, be deemed to have accepted the terms and conditions indicated in this RFP.

The Bank shall not answer any new query received from bidders after the conduct of the pre-bid meeting. However, the Bank may, in its absolute discretion, seek additional information or material from any bidder/s after the RFP closes and all such information and material provided must be taken to form part of that bidder's response. Bidders shall provide details of their Fax Number, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

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

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

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

15. **Disclaimer**
Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Bank or any of its officers, employees, contractors, agents, or advisers.
Chapter 2
Scope of Work

NABARD is inviting sealed bids for Cloud Based Web Application Firewall and DDoS Solution for its public facing applications. The proposed solution/model should be a comprehensive and complete Web Application Security Service.

1. All Internet traffic meant for the Bank’s web facing applications that are integrated in WAF shall be routed first to the WAF on the cloud for scanning & only genuine traffic shall be forwarded to the Bank’s application.
2. WAF and DDoS protection services should be provided on Security-as-a-Service model.
3. The service should be comprehensive and include Configuration, Operations and Management of the solution.
4. No hardware & software is to be installed at Bank premises for the provision of the services.
5. WAF shall ensure automatic protection with minimum manual intervention for initial configuration, timely policy updates, and others operational activities as required.
6. The Solution should support “On Demand” Vulnerability Scanning of Applications i.e. the solution must be able to integrate with web application vulnerability assessment tools.
7. The solution should provide protection against known vulnerabilities like OWASP Top 10 vulnerabilities, SANS Top 25 Vulnerabilities and WASC Web Security Attack classification.
8. It should be able to prevent all application security threats including Cross Site Scripting (XSS), SQL injection, remote file inclusion, Brute Force Attack, Buffer overflow, Cookie poisoning & Cookie Protection and Parameter tampering.
9. The solution should support both Positive and Negative security models.
10. The solution should provide full support for HTML5, AJAX and JSON.
11. Any new vulnerability discovered/disclosed publicly should be included in the scan policy within 36 hours of announcement.
12. The WAF should be capable of decrypting the SSL/TLS traffic to analyse the HTTP data, and re-encrypt the SSL/TLS traffic.
13. WAF should support different policies for different web applications and allow modification of these policies upon request.
14. The solution should include options to develop unlimited Custom Rules, Proof of Concepts and Virtual Patching for detected vulnerabilities.
15. The WAF should support millisecond latency so as not to impact Web application performance.
16. The proposed WAF plan should include clean or legit data transfer of 500GB per month for all applications put together.
17. WAF should be able to handle throughput of handling clean https traffic of up to 50 Mbps with scalability up to 1 Gbps.
18. The WAF must be able to secure & protect web, mobile, and API applications on request.
19. On request integration of new applications, increase in data transfer and throughput should be provided at quoted rates.
20. The WAF should allow for exception handling like Whitelisting and Blacklisting of IPs and allow blocking of IPs based on geographic location.
21. WAF should provide a real-time single management console to manage multiple WAF instances protecting multiple websites. The dashboard should contain data such as top attacks view, traffic monitoring view etc.
22. The solution should include options to generate scanning and vulnerability reports as and when required by the Bank.
23. Once the vendor patches the identified vulnerabilities, a final targeted scanning for those specific vulnerabilities must be carried out under advice to the Bank.
24. The scanning reports should have minimum false positives and provision for exception to review and resolve the same, if any.
25. The provided WAF service should be in Auto Scaling/High availability mode such that there will be no impact on WAF service delivery in case of downtime or other operational issues at bidder’s side.
26. The DDoS solution should protect against emergent DDoS attack vectors such as Dynamic IP, Pulse, Burst DDoS attacks and other zero-day attack methods.
27. The DDoS solution should provide protection against Layer 3, 4 volumetric attacks and Layer 7 DDoS attacks.
28. WAF and DDoS should be from same OEM so that there is a tight integration between both in terms of integration and security.
29. The solutions provided should have SIEM integration capability with major SIEM tools like RSA NetWitness, IBM QRadar, Splunk, Solarwinds, etc.
30. The WAF solution should have inter alia capability of protection from BOT and Man-in-The-Browser Attack. Administrators must be alerted through mail/SMS in case of such attack.”
Chapter 3
Criteria for Evaluation of Bids

1. Only those bidders who qualify in the technical evaluation will be eligible to participate in the Financial Bid. The lowest Quoted Bidder in financial bid will be declared as L1 for the award of contract.

2. A Letter of Acceptance shall be issued to the successful bidder, advising him/ her of accepting his/her bid at the rates quoted by him and calling upon him to execute the formal agreement within a specified period. He will also be advised to commence the work after execution of the agreement so as to complete it within the specified time.

The evaluation process will include:

i. Technical evaluation of RFP response, which include scrutiny of proposal to ensure that the Vendor/Bidder meets the eligibility criteria, has implementation experience, solution offered complies with functional & technical specifications, etc.

ii. The Commercial Bid of the technically qualified Vendors/Bidders will be opened on the date and time to be notified later.

iii. The work order will be issued to the L1 vendor. The successful bidder shall acknowledge the receipt of the work order within 02 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. The bidder should start working on the project within 05 days of the acceptance of the work order failing which NABARD reserve the right to forfeit EMD amount from the successful bidder.

iv. The final decision regarding selection of Vendor/Bidder will be taken by NABARD.

v. The implementation of the project will commence upon successful signing of a contract between NABARD and the selected Vendor/Bidder. NABARD reserves the right to reject any or all proposals fully or partially. Similarly, NABARD reserves the right to include or not to include any Vendor/Bidder in the final short-list.

3.1 Technical Evaluation
The technical evaluation will be done based on parameters provided in Technical Bid Form (Annexure – L). All parameters are mandatory.

3.2 Commercial Evaluation

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Requirement</th>
<th>Cost Details Per Annum</th>
<th>Cost for 03 years (4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Cost of the Solution for Throughput of minimum 50 Mbps</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Chapter 4

#### 4.1 Service Level Requirements

1. The supplier should provide 24*7 Support through Email, Phone and On-Site if required without any additional cost to bank and as and when required by the Bank. The selected Bidder will submit a Service Support Form as per Annexure-S.

2. The supplier should integrate new applications with WAF as and when requested by the bank, within 7 working days of having raised such a request.

3. Successful bidder shall work with website hosting service provider to diagnose the issues during non-availability of the website services under WAF.

4. Uptime of WAF should be 99.9% on quarterly basis. Partial or full unavailability of WAF shall be treated as downtime. Bank reserves the right to impart penalty on the Supplier for having an Uptime of less than 99.9% as per the rates given in the table below:

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Penalty (% of Quarterly Costs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.9% and above</td>
<td>NA</td>
</tr>
<tr>
<td>98% to 99.9%</td>
<td>5%</td>
</tr>
<tr>
<td>95% to 97.99%</td>
<td>7%</td>
</tr>
<tr>
<td>Less than 95%</td>
<td>10%</td>
</tr>
</tbody>
</table>

5. The solutions for identified vulnerabilities by way of vulnerability assessment done should be provided within 24 hours for Critical vulnerabilities. For all other vulnerabilities, solution should be provided within a maximum of 72 hours. In case of failure to do so, a penalty of 5% of Quarterly Costs will be charged for every 24 hours’ delay, subject to a maximum of 10% of the Cost per quarter.

6. **Penalties for not maintaining the desired service levels in case of resolution of issues raised through mail / telephone:**

---

**B** | Support Cost (If any)  
---|---
**C** | One-time Implementation Cost  
**D** | **Total Cost (A+B+C)**  
**E** | **Incremental Cost:**  
(Additional Throughput of 5 Mbps)  
Calculation of TCO based on estimated requirement of Throughput of 50 Mbps  
This figure will be calculated by NABARD based on the quote indicated above.  
\[ TCO = 4D + (4E \times 10) \]
The issues will be treated as either critical or non-critical as indicated below:

<table>
<thead>
<tr>
<th>Level</th>
<th>Criteria</th>
<th>Indicative list of issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>The identified issue has material business impact and needs to be resolved immediately. This level would typically correspond to issues that result into disruption of most or critical services.</td>
<td>Issues pertaining to implementation of policies / Solution not being able to prevent zero day attacks and other vulnerabilities</td>
</tr>
<tr>
<td>Non-Critical</td>
<td>The identified issues have almost zero impact in terms of business. However, issue needs the attention of SI and shall be fixed on lesser priority.</td>
<td>Issues in registering tickets on ticketing tool / console of the solution</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level</th>
<th>Resolution/ Mitigation Time</th>
</tr>
</thead>
</table>
| Critical   | • Response Time – within 30 minutes  
• Resolution Time – within 1 hour                                                        |
| Non-Critical | • Response Time – within 1 hour  
• Resolution Time – within 2 hours                                                          |

Based on the criticality of the incidents, the bidder will have to resolve the incidents as per the response times for different levels of severity indicated in the table given above.

The penalty for non-compliance of the above is as indicated below:

<table>
<thead>
<tr>
<th>Category</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>Rs.2,000/- for every 2 hours of delay</td>
</tr>
<tr>
<td>Non-Critical</td>
<td>Rs.1,000/- for every 4 hours of delay</td>
</tr>
</tbody>
</table>

Total of such penalties shall not exceed 10% of Quarterly Support Cost.

7. Successful Bidder has to provide Escalation Matrix for incidents as per Annexure-Q, and any change in designation. Substitution of individuals must be informed to the bank immediately.

8. **Support Lines**

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

The successful bidder will submit SLA as per the format provided in [Annexure – W](#).
Chapter -5
Delivery and Payment Schedule

5.1 Expected Delivery Schedule
1. The bidder will return the duly signed duplicate copy of the Purchase order within 5 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. WAF for the applications should be deployed within 15 days of issue of Purchase Order.
4. The Signing of contract should also be completed within 7 days of Purchase Order.
5. Additional / incremental requirements on the throughput or data transfer should also be implemented within 10 days of written communication of the same.

5.2 Payment terms
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.
3. The rates quoted in the tenders shall be firm and shall not be subjected to variations on account of fluctuations in market rates, or any other reasons whatsoever for a period of 3 years from the date of signing of the Contract. The Bank may extend the contract on terms agreed to by the Bank and the Vendor.
4. No payment shall be made to the vendor until Performance Bank Guarantee is submitted and duly verified with the Issuing Bank by NABARD. The Performance Bank Guarantee shall be equivalent to 10% of the Cost of the solution (for throughput of 50 Mbps) and will be valid throughout the project period of 3 years plus additional 6 months as Claim Period (total – 3 years 6 months) from the date of acceptance of the solution deployment report by signature of NABARD official.
5. The supplier may raise invoices and payment will be released, on a quarterly basis at the end of each quarter, upon satisfactory delivery of the services for the said period, subject to any penalty levied on the supplier.
6. The bank shall only make pro-rated payments for the actual time of service provided, after discounting any penalties that may be imposed on the supplier for breach of any contract terms.
7. No additional payment apart from the tender bid value will be done under any circumstances.
8. All payments will be made by adopting electronic clearing system and electronic fund transfer.
9. Deduction of Income Tax, Goods and Services Tax and other applicable statutory duties would be as per the extant laws.
Chapter-6
Other Important Terms and Conditions

1. Manufacturers Authorisation Form
   i. In the case of a Bidder offering to supply goods/services under contract, which the Bidder did not manufacture or otherwise provide (not being an OEM), a separate "Manufacturers Authorization Form" on behalf of the OEMs should be enclosed along with the Technical Bid as per the format provided in Annexure-J. Proposals received without the Authorization letter/s will summarily be rejected.
   
   ii. The bidder will also have to arrange for submission of an undertaking letter from OEM regarding the authenticity of the solution as per format provided in Annexure-P.

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

3. 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 the Bank.
   
   iii. There sje Daily report on the performance of the WAF.
   
   iv. The Bidder shall also submit a “On-Demand” Vulnerability Testing Report at least once in six months along with the mitigation measures implemented for the same.
   
   v. The Bidder will treat all data and information about the Bank, obtained in the execution of his responsibilities as confidential and will not reveal such information to any other party without the prior written approval of the Bank. The Bidder will submit Confidentiality Undertaking in format provided in Annexure-F.

4. Order Cancellation / Termination of Contract
   The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time, by giving 30 days’ notice to rectify the issues, in the event of one or more of the following conditions:
   
   1. Delay in implementation of the Project beyond the specified periods for reasons solely ascribed to the bidder.
   2. Serious discrepancies noted in the implementation of the project
   3. Breaches in the terms and conditions of the Purchase Order.
   4. Project adversely affecting the Core Systems or Core Business of the Bank and the normal functioning of the Offices of the Bank.
5. Failing to upgrade any or all of the critical Software within the period(s) specified in the Contract or within any extension thereof granted by the Bank.
6. Failing to perform any other obligation(s) under the Contract.
7. 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.

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

In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Performance Bank Guarantee given by the bidder.

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

**5. Effect of Termination**

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

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

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

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

iv. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
6. Indemnity
i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. The format for Letter of Indemnity is given in Annexure-R.

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

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

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

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

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, subcontractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.

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

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."

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

9. Force Majeure

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

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

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

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

10. Changes to RFP

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

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

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

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

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

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

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

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

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

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

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

ii. 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.

iii. The Bidder will submit a Pre Contract Integrity Pact as per the format given in Annexure-D.

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

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

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

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the bidder's offer does not match such lower price. Notwithstanding the foregoing, the bidder shall continue to have the same obligations as contained in this RFP in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so
that the bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

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 value to influence the action of an official in the procurement process or in contract execution AND

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

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

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. Violation of Terms
The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction (place of jurisdiction at Mumbai) may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

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

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

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. BANK
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 Bank, but an invitation to receive response from
Bidders. No contractual obligation whatsoever shall arise from the RFP process unless
and until a formal Contract is signed and executed by duly Authorized officers of
NABARD Bank with the Bidder.
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--/--/2020

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

Dear Sir/ Madam,

Subject: Response to RFP Ref No NB.HO.DIT/_____/ DIT-12-15/2019-20 dated 23/12/2019 for procuring Cloud Based Web Application Firewall and DDoS Protection.

We, the undersigned bidder, having read and examined the aforesaid RFP document in detail, do hereby propose to extend the services as specified in the Tender document referenced above and submit the Technical bid and commercial bid inside separate envelopes in 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 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

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

We confirm that our prices are valid for 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 the Bank 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: --/--/2020

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,


REF: Your RFP ____________________________ dated ____________

This has reference to your above RFP for procuring Cloud Based Web Application Firewall and DDoS Protection with Three Years Contract Period. 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 the bank as called for vide the bank's request for proposal vide RFP __________________ dated ____________ on behalf of our organization.

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

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

The specimen signature is attested below:

_________________________
Specimen Signature of Representative
Signature of Authorizing Authority

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

Note: 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.
Cloud Based Web Application Firewall and DDoS Protection

Annexure-C

RFP Download Declaration
(On the organisation’s letter head)

Ref No: _______________________________ Date: --/--/--2020

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

Sir,

Subject: ........................................................................

Kindly refer to your RFP No. ......................... published on the website www.nabard.org downloaded from electronic media. We wish to confirm that we have downloaded the complete RFP document from the website /electronic media. We shall submit the RFP document as per your prescribed specifications for Technical & Commercial Bid.

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

   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 P K Sangewar, Retd. PCMM/SCR, H NO. 12-5-65/1, FLAT NO 109, SHRI HARSHA Sethuram Unique, Vijaypuri Colony, South Lalaguda, Secunderabad, Telangana, 500 017 | Shri Subodh Kumar Goel 501, Tower-6 Common Wealth Games Village New Delhi – 110 092 |

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non-disclosure of Confidential Information and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the...
Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions
(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Buyer, i.e. Mumbai.
(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

BUYER
Name of the Officer
Designation
NABARD

BIDDER
Chief Executive Officer
Organisation

Witness
1.____________________
2.____________________

Witness
1.____________________
Annexure-E
Non-Disclosure Agreement Form
On bond Paper Value Rs 100/-

This Non-Disclosure Agreement made and entered into at .................. this.......day of .................... 2020

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 to appoint a System Integrator for setting up a Cloud Based Web Application Firewall and DDoS Protection solution the scope of which is specified in RFP Ref No. NB.HO./DIT/1471/DIT-12-15/2019-20 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.


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

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

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

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

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

In the event System Integrator is legally compelled to disclose any Confidential Information, System Integrator shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. System Integrator shall 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 terms of this Agreement.

8. Entire Agreement, Amendment, Assignment

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

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

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

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

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

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

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

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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

10. Suggestions and Feedback

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

11. Governing Law

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

12. General

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

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

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

Name:

Designation:

Place:

Signature

For and on behalf of

________________Ltd
Confidentiality Undertaking
(On the organisation’s letter head)

Ref No: ___________ Date:--/--/2020

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 procurement of Cloud Based Web Application Firewall and DDoS Protection Solution, 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 letter head)

Part A. In the case of a Proprietary Concern:
I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. ________________________ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on blacklist 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**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Supporting documents required as proof to be submitted</th>
<th>Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>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 a valid sales/Value Add tax / GST registration.</td>
<td>Copy of the certificate of incorporation and certificate of commencement of business issued by the Registrar of Companies. Evidence for ST/VAT/GST registration. Certificate from authorized signatory/ Company Secretary of the bidder indicating that they are in IT Solution for last 3 years</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>The bidder, in case of SI, should be OEM certified or authorized agent/reseller/partner of the OEM.</td>
<td>Letter from the OEM on their letter head stating that SI is the authorized partner of OEM and also that the OEM shall support the solution for the entire period.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The bidder should have at least 3 successful implementations of the WAF solution of which 1 should be in the BFSI sector.</td>
<td>The format for certificate, to be submitted, is provided in Annexure-I. Necessary documents should be attached. (Like PO) Contact Details may also be furnished.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The bidder should not have been blacklisted by any public sector Bank earlier.</td>
<td>Bidder should submit a declaration to the effect as per the format provided in Annexure-G. If this declaration is found to be false, the Bank shall have the right to reject bidder’s offer and if the bid has</td>
<td></td>
</tr>
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<td></td>
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<td>---</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>resulted in a contract, the contract is liable to be terminated</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>For OEM</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>The OEM should possess ISO 27000 series certifications.</td>
<td>The OEM should submit a signed copy of the certificate.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>OEM should have WAF services hosted from India Data centre only and the WAF Inspection should not happen outside India for traffic generated in India during the entire contract period.</td>
<td>An undertaking from Authorized Signatory/ Company Secretary of the OEM.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>The OEM should have at least 3 successful implementation of Cloud based WAF in BFSI sector.</td>
<td>The format for certificate, to be submitted, is provided in Annexure-I. Necessary documents should be attached. (Like PO) Contact Details may also be furnished.</td>
<td></td>
</tr>
<tr>
<td><strong>For Bidder and OEM</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>The Bidder and the OEM should have an annual turnover of at least Rs.10 Crore in the last 3 years. The bidder and the OEM should be a profit-making company in all the last 3 years and the bidder should have positive Net worth as per the latest audited balance sheet.</td>
<td>A certificate from Chartered Accountant of the bidder and OEM certifying the turnover, profit and Net worth during last 3 years viz. 2016-17, 2017-18 and 2018-19.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>The bidder should have service/ support infrastructure at Mumbai and should be able to provide efficient and effective support. The OEM must also provide efficient support (including onsite support) if such need arises, without any</td>
<td>Letter from bidder/OEM with full address details should be produced. In case bidder is not OEM, a letter from OEM for back-to-back premium support should be submitted as part of bid.</td>
<td></td>
</tr>
</tbody>
</table>
extra charges. A list of service/support centre should be submitted along with the bid.

Annexure — I
Proforma of Certificate from Institutions where the Bidder/OEM has implemented Web Application Firewall and DDoS Protection

Ref No: ___________          Date: __/__/2020

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: Supply, Installation and Maintenance of WAF/DDOS solution by M/s ______________

We hereby confirm that M/s ______________ has deployed web application firewall and DDoS solution (name of the solution), between the period of ___mm/yy_______ and ___mm/yy____ for ________(no. of users) users. The system is functioning satisfactorily and the services provided by the vendor is Excellent/Good/Satisfactory as on date.

Place: Signature of Bidder: ______________________
Date: Name of Signatory: ______________________
Annexure – J
Manufacturers' Authorisation Form

Ref No............ Dated: --/--/2020

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: RFP No: ___________________ dated __________

We_________who are established and reputable Service Providers of Web Application
Firewall and DDoS Protection etc, having our facility at___and do hereby
authorize M/s.

(Name and Address of Agents) to submit a bid and sign the contract with you for the
goods / services manufactured/provided by us against the above RFP.

We hereby extend our full support as per Clauses of Contract for solution and services
offered for supply by the above firm against this RFP and we will provide service
support for three years to the Bidder.

Yours faithfully.

(NAME)

(Name of Service Provider)

Note: This letter of authority should be on the letterhead of the OEM and should be
signed by a person competent and having the power of attorney to bind the OEM. It
should be included by the Bidder in its bid.
Annexure- K
Format for furnishing Bank Guarantee In lieu of Earnest Money Deposit

Ref No.......... Dated: --/--/2020

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

Dear Sir

WHEREAS the National Bank for Agriculture and Rural Development, a body
corporate established under the NABARD Act, 1981 (hereinafter referred to as
NABARD, which expression shall, include its successors and assigns) has invited
tenders for implementation of Cloud Based Web Application Firewall and DDoS
Protection.

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

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

(4) AND WHEREAS at the request of the Tenderer, NABARD has agreed not
to insist for payment of the said Bid Security (BS) in cash and accept the guarantee
from a Scheduled Commercial Bank in lieu thereof and have agreed to accept the
same from us, the Bank i.e.______________________ (Name of the bank) on behalf
of the tenderer, as hereinafter contained.
In the premises aforesaid and in consideration of NABARD having agreed at our request to exempt the tenderer from depositing the said Bid Security (BS) in cash. We, ___________________________ Bank having our Head Office at ___________________________ and one of our Branches at ___________________________ do hereby unconditionally and irrevocably guarantee unto the NABARD that the Tenderer will execute the Agreement soon upon acceptance of the tender by NABARD and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the said tender (read with any amendments made thereto by mutual consent of NABARD and the Tenderer) and supply the said software in the satisfaction of the NABARD / its Consultants within the time stipulated therein, failing which WE the ___________________________ Bank shall, on demand and without demur, pay unto the NABARD the sum of Rs. --------------/- (Rupees------------------------ only) at its office at Mumbai.

We __________________________________________ Bank further covenant that:

(a) We shall pay the aforesaid sum on demand made in writing by NABARD without reference to the Tenderers and notwithstanding any dispute or difference that may exist or arise between the NABARD and the tenderers;

(b) that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABARD.

(c) that the decision of NABARD on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;

(d) that the notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;

(e) that any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by NABARD to the Tenderer or any variation in the said tender / contract terms made by mutual agreement between NABARD and the Tenderer or any other act or deed on the part of NABARD which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender / contract or by payment of the sum.

(f) that this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the tenderers.
to submit the said tender and enter into the said contract or any change in the constitution or dissolution of the Tenderers or change in its name;

(g) that it shall not be necessary for NABARD to exhaust its remedies against the Tenderers before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which the NABARD may have obtained or may hereafter be obtained from the Tenderers at the time when this guarantee is invoked is outstanding and unrealized;

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

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

Yours faithfully

For and on behalf of

_________________________Bank
(Authorized Official)
### Annexure - L
Technical Bid Form

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Description</th>
<th>Compliance (Yes/No)</th>
<th>Bidder Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Internet traffic meant for the Bank’s web facing applications that are integrated in WAF shall be routed first to the WAF on the cloud for scanning &amp; only genuine traffic shall be forwarded to the Bank’s application.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>WAF and DDoS protection services should be provided on Security-as-a-Service model.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The service should be comprehensive and should include Configuration, Operations and Management of the solution.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>No hardware &amp; software is to be installed at Bank premises for the provision of the services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>WAF shall ensure automatic protection with minimum manual intervention for initial configuration, timely policy updates, and others operational activities as required.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>The Solution should support on demand Vulnerability Scanning of the Application i.e. the solution must be able to integrate with web application vulnerability assessment tools.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>After patching the identified vulnerabilities, a final targeted scanning for those specific vulnerabilities should be carried out.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>The solution should provide protection against known vulnerabilities like OWASP Top 10 vulnerabilities, SANS Top 25 Vulnerabilities and WASC Web Security Attack classification.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>It should be able to prevent all application security threats including Cross Site Scripting (XSS), SQL injection, remote file inclusion, Brute Force Attack, Buffer overflow, Cookie poisoning &amp; Cookie Protection and Parameter tampering.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>The solution should support both Positive and Negative security models</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>The solution should provide full support for HTML5, AJAX and JSON.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Any new vulnerability discovered/disclosed publicly should be included in the scan policy within 36 hours of announcement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>The WAF should be capable of decrypting the SSL/TLS traffic to analyse the HTTP data, and re-encrypt the SSL/TLS traffic.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Cloud Based Web Application Firewall and DDoS Protection

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>14</strong></td>
<td>WAF should support different policies for different web applications, and allow modification of these policies upon request.</td>
</tr>
<tr>
<td><strong>15</strong></td>
<td>The solution should include options to develop unlimited Custom Rules, Proof of Concepts and Virtual Patching for detected vulnerabilities.</td>
</tr>
<tr>
<td><strong>16</strong></td>
<td>The WAF should support millisecond latency so as not to impact Web application performance.</td>
</tr>
<tr>
<td><strong>17</strong></td>
<td>The plan should include clean or legit data transfer of 500GB per month for all applications put together.</td>
</tr>
<tr>
<td><strong>18</strong></td>
<td>WAF should be able to handle throughput with scalability of handling https traffic up to 50 Mbps.</td>
</tr>
<tr>
<td><strong>19</strong></td>
<td>The WAF must be able to secure &amp; protect web, mobile, and API applications on request.”</td>
</tr>
<tr>
<td><strong>20</strong></td>
<td>On request integration of new applications, increase in data transfer and throughput should be provided at quoted rates.</td>
</tr>
<tr>
<td><strong>21</strong></td>
<td>The WAF should allow for exception handling like Whitelisting and Blacklisting of IPs, and allow blocking of IPs based on geographic location.</td>
</tr>
<tr>
<td><strong>22</strong></td>
<td>WAF should provide a real-time single management console to manage multiple WAF instances protecting multiple websites. The dashboard should contain data such as top attacks view, traffic monitoring view, etc.</td>
</tr>
<tr>
<td><strong>23</strong></td>
<td>The solution should include options to generate scanning and vulnerability reports as and when required by the Bank.</td>
</tr>
<tr>
<td><strong>24</strong></td>
<td>Once the vendor patches the identified vulnerabilities, a final targeted scanning for those specific vulnerabilities must be carried out under advice to the Bank.</td>
</tr>
<tr>
<td><strong>25</strong></td>
<td>The scanning reports should have minimum false positives and provision for exception to review and resolve the same, if any.</td>
</tr>
<tr>
<td><strong>26</strong></td>
<td>The provided WAF service should be in Auto Scaling/High availability mode such that there will be no impact on WAF service delivery in case of downtime or other operational issues at bidder’s side</td>
</tr>
<tr>
<td><strong>27</strong></td>
<td>The DDoS solution should protect against emergent DDoS attack vectors such as Dynamic IP, Pulse, Burst DDoS attacks and other zero-day attack methods.</td>
</tr>
<tr>
<td><strong>28</strong></td>
<td>The DDoS solution should provide protection against Layer 3, 4 volumetric attacks and Layer 7 DDoS attacks.</td>
</tr>
<tr>
<td><strong>29</strong></td>
<td>WAF and DDoS should be from same OEM so that there is a tight integration between both in terms of integration and security</td>
</tr>
<tr>
<td><strong>30</strong></td>
<td>The solutions provided should have SIEM integration capability.</td>
</tr>
</tbody>
</table>
The WAF solution should have inter alia capability of protection from BOT and Man-in-The-Browser Attack. Administrators must be alerted through mail/SMS in case of such attack.

Annexure – M

Bank Mandate Form
(To be submitted in Duplicate)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Bidder</td>
</tr>
<tr>
<td>2</td>
<td>Address of the Bidder</td>
</tr>
<tr>
<td></td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>E-mail id</td>
</tr>
<tr>
<td></td>
<td>Pin Code</td>
</tr>
<tr>
<td></td>
<td>Mobile:No.</td>
</tr>
<tr>
<td></td>
<td>Phone No. with STD code</td>
</tr>
<tr>
<td>3</td>
<td>Permanent Account Number of Company</td>
</tr>
<tr>
<td>4</td>
<td>GST Number</td>
</tr>
<tr>
<td>5</td>
<td>MSE Registration / CA Certificate 3 (if applicable)</td>
</tr>
</tbody>
</table>

5. Particulars of Bank account:

Bidder Name in Bank Account

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Branch Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch Place</td>
<td>Branch City</td>
</tr>
<tr>
<td>PIN Code</td>
<td>Branch Code</td>
</tr>
<tr>
<td>MICR No.</td>
<td></td>
</tr>
<tr>
<td>Account type</td>
<td>Saving</td>
</tr>
<tr>
<td>Account No. as appearing in the Cheque book</td>
<td>Current</td>
</tr>
</tbody>
</table>

Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number

<table>
<thead>
<tr>
<th>IFSC CODE</th>
<th>For RTGS transfer</th>
<th>For NEFT transfer</th>
</tr>
</thead>
</table>

6. 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 – N

#### Commercial Bid Form

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Requirement</th>
<th>Cost Details Per Annum</th>
<th>Cost for 03 years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Cost (1)</td>
<td>GST (2)</td>
</tr>
<tr>
<td>A</td>
<td>Cost of the Solution for <strong>Throughput</strong> of minimum 50 Mbps</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Support Cost (If any)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>One-time Implementation Cost (If any)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td><strong>Total Cost (A+B+C)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td><strong>Incremental Cost:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Additional Throughput of 5 Mbps)</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>Calculation of TCO based on estimated requirement of Throughput of 50 Mbps</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TCO = 4D + (4E*10)

---

**Instructions:**

1. The application may be web or mobile.
2. NABARD would be free to host any number of applications, subject to the throughput and data transfer limits.
3. The Incremental cost will be valid till the entire contract period including extensions thereof.
4. The TCO for identifying L1 bidder would be the cost for 100 Mbps throughput (including 50 Mbps incremental throughput). Order will be placed on actual requirement as and when it arises.
5. In calculating the Commercial Evaluation, commercial bids of technically qualified short-listed bidders will only be opened.
6. Any change/deviation in bid which has bearing on commercials will not be entertained.
7. NABARD reserves the right to rectify any minor arithmetic errors in the commercial bid and bidder is bound to accept the same.
8. There should be no limit on monthly data transfer.

**Name and Signature of the Bidder:**

**Business Address:**

---

**Date:**

**Place:**
Annexure-O
Performance Bank Guarantee Form

(On Non-Judicial Stamp Paper of Rs.100.00)

This Deed of Guarantee executed at ______ on this day of _________________
BY Bank, a Banking Company constituted under ___________________________ Act having its Branch Office at
_________________________ (hereinafter referred to as "Bank" which expression shall, unless repugnant
to the context and meaning thereof, means and includes its successors and assigns)

IN FAVOUR OF
National Bank for Agriculture and Rural Development, a body corporate established
under the National Bank for Agriculture and Rural Development Act, 1981 having its
Head Office at Plot No C-24, ‘G’ Block Bandra-Kurla Complex, Bandra (East),
Mumbai-400 051. (Hereinafter referred to as "NABARD/Purchaser" which expression
shall unless repugnant to the content and meaning thereof, means and includes its
successors and assigns)

WHEREAS
1. NABARD has floated a Request for Proposal to procure Cloud Based Web
Application Firewall and DDoS Protection of which is specified in RFP Ref No.
NB.HO./DIT/               /_____________ (hereinafter referred to as "said works")
and _ registered/established
under/by ___________________________
Act having its Head Office at ______________ (hereinafter referred to as "Contractor"
which expression shall, unless repugnant to the context and meaning thereof means
and includes its successors and assigns) to submit its Bid to execute the said works.

2. The Contractor has submitted his Bid/tender to execute the said works for a total
sum of Rs ___________________ (Rupees ___________ only).

NB.HO.DIT/1471/ DIT-12-15/2019-20 dated 13 Jan. 2020
3. One of the conditions of the said tender is that the Contractor shall furnish to NABARD a Performance Bank Guarantee (PGB) for an amount of 10% of the total value order (excluding taxes) of works i.e. ________________ (Rupees only) in favour of NABARD for the due and faithful performance of the contract in all respects as per the conditions as set forth in the Tender by the Contractor.

4. The Contractor has approached us for issuing a PGB in favour of NABARD for an amount of (Rupees______ ________________ only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

1) In consideration of the premises and at the request of the contractor. We______________________Bank both hereby irrevocably and unconditionally guarantee to pay to NABARD, forthwith on mere demand and without any demur, as may be claimed by NABARD to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by NABARD by reason of failure to perform the said works as per the said contract.

2) Notwithstanding anything to the contrary, the decision of NABARD as to whether software has failed to perform as per the contract and go whether the contractor has failed to maintain the software as per the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask NABARD to establish its claim or claims under this Guarantee but shall pay the same to NABARD forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by NABARD on the Bank shall be conclusive and binding notwithstanding any difference/dispute between NABARD and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire at the close of business hours on_____________ (this date should be the date of expiry of the Project Period plus 6 months claim period i.e. six years and six months) without prejudice to NABARD’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date.

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of NABARD in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the
extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of NABARD under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or NABARD certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, NABARD shall be entitled to act as if the Bank is NABARD's principal debtors in respect of all NABARD's claims against the contractor hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with NABARD that NABARD shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by NABARD against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of NABARD or any other indulgence shown by NABARD or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of NABARD by any amalgamation or absorption or with the contractor, Bank or NABARD, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
9) Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

10) It shall not be necessary for NABARD to exhaust its remedies against the Contractor before invoking this guarantee and the guarantee therein contained shall be enforceable against us not withstanding any other security which NABARD may have obtained from the Contractor at the time when this guarantee is invoked is outstanding and unrealized.

11) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, fax or registered post accompanied by the copy of the guarantee.

12) Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed and is restricted to ________________ (Rs. _____________________________ only)

b) This Guarantee shall remain in force up to____________ or up to the date extended by renewal of this guarantee.

c) Unless the demand/claim under this guarantee is served upon us in writing before ___________ or on or before the expiry of six months from the validity date extended by renewal of this guarantee. All the rights of NABARD under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

13) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Dated this ------ ----- day of ------------- 2019 at

For and on behalf of ------------------ ---- Bank.

Sd/______
Annexure-P

Undertaking letter for Authenticity of Cloud Based WAF and DDoS Solution

(to be Submitted by Successful Bidder)

Ref: RFP No. ___________________________ dated __________

Subject: Supply of Cloud Based WAF and DDoS Solution

With reference to the Cloud Based WAF and DDoS Solution being quoted to you vide Bid documents dated, we hereby undertake that all the software/hardware used in the Communication shall be original new software/hardware only from respective OEMs of the products and that no refurbished/duplicate/ second-hand assembly software/hardware are being used or shall be used.

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation, if required. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

The Software to be provided as part of this RFP shall undergo various levels` of security testing and shall be made secure enough to use in the banks network. We also undertake to certify and provide a reasonable level of assurance that the application being supplied is free of malware at the time of sale, free of any obvious bugs, and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done). We are enclosing evidence for the same.

In case of default and if we are unable to comply with the above at the time of delivery or during installation, for the IT Software already billed, we agree to take back the WAF and DDoS Solution without demur, if already supplied and return the money if any paid to us by you in this regard.

Authorized Signatory

Signature:

Name and designation:

Office Seal
Annexure-Q
Escalation Matrix

1. Name of OEM: ________________________________________

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Name</th>
<th>Designation</th>
<th>First Level Contact</th>
<th>Second Level Contact (if response is not received in 24 Hours)</th>
<th>Regional /Zonal Head (if response is not received in 48 Hours)</th>
<th>Country head (if response is not received in 1 week)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Name of System Integrator: ________________________________________

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Name</th>
<th>Designation</th>
<th>First Level Contact</th>
<th>Second Level Contact (if response is not received in 24 Hours)</th>
<th>Regional /Zonal Head (if response is not received in 48 Hours)</th>
<th>Country head (if response is not received in 1 week)</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
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</tr>
</tbody>
</table>

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

Signature:
Name of Representative:
Designation:
Company Seal:
Annexure-R
Letter of Indemnity and Undertaking
(To be submitted by the successful bidder)

Ref No: ____________________ Date:--/--/2020

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

Dear Sir

Subject: ____________________

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to procure Cloud Based Web Application Firewall and DDoS Protection, 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 service providers) rights, interest and reputation.

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

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

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

Yours faithfully

(Name and Designation) of Authorized Official
Annexure—S  
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:

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

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.
- Escalation Matrix is to be provided for all the locations.

Company Seal  
Signature of the Bidder
Annexure – T
Pre Bid Queries Form

Clarifications required:
clarification/queries to be submitted in word document (only)* in the following format

<table>
<thead>
<tr>
<th>SI.</th>
<th>Clause No. and Page No.</th>
<th>RFP Term</th>
<th>Clarifications and Amendments sought</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
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</tr>
</tbody>
</table>

* Pre-bid queries received in format other than word format will not be considered.
Annexure- U

Document Check List

Bidder's should submit following documents as part of Technical & Commercial Bid

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Technical Bid</th>
<th>Commercial Bid</th>
<th>Annexure</th>
<th>Enclosed Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bid Submission &amp; Conformity Letter</td>
<td></td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Letter Of Authorisation To Bid</td>
<td></td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>RFP Download Declaration</td>
<td></td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Pre-Contract Integrity Pact</td>
<td></td>
<td>D</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Non-Disclosure Agreement</td>
<td></td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Confidentiality Undertaking Format</td>
<td></td>
<td>F</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Non-Blacklisting Declaration</td>
<td></td>
<td>G</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Bidder's Minimum Eligibility Criteria Checklist</td>
<td></td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Proforma Of Certificate from organisations where Bidder has installed similar solution</td>
<td></td>
<td>I</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Manufacturers' Authorisation Form</td>
<td></td>
<td>J</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Format for furnishing bank Guarantee in lieu of Earnest Money Deposit</td>
<td></td>
<td>K</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Technical Bid Form</td>
<td></td>
<td>L</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Bank Mandate Form</td>
<td></td>
<td>M</td>
<td></td>
</tr>
</tbody>
</table>

Documents to be submitted by Successful Bidder

<table>
<thead>
<tr>
<th>Documents to be submitted by Successful Bidder</th>
<th>Annexure</th>
<th>Enclosed Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Performance Bank Guarantee</td>
<td>O</td>
<td></td>
</tr>
<tr>
<td>2. Undertaking Letter from OEM for Authenticity of the Solution</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>3. Escalation Matrix</td>
<td>Q</td>
<td></td>
</tr>
<tr>
<td>4. Letter Of Indemnity And Undertaking</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>5. Service Support Form</td>
<td>S</td>
<td></td>
</tr>
</tbody>
</table>

If Technical Bid documents does not contain Bid Security, Cost of Bid, Bid Form, Technical Compliances, Masked BOM 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 - V

**Addresses of Regional Offices**

<table>
<thead>
<tr>
<th>1. MAHARASHTRA</th>
<th>2. CHHATTISGARH</th>
<th>3. BIHAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>54, Wellesley road, Post Box No 5, Shivajinagar, Pune - 411005 Tel No: 020-25541439</td>
<td>'Anany' Plot No. 01, Sector No 24, In front of Central Park, Atal Nagar, Raipur -492002 Tel No: 0771-2888499,</td>
<td>'B' Block, 4th &amp; 5th Floor Maurya Lok Complex Dak Bunglow Road Patna – 800 001 Tel No: 0612-2223985</td>
</tr>
<tr>
<td>4. PUNJAB</td>
<td>5. KERALA</td>
<td>6. GUJARAT</td>
</tr>
<tr>
<td>Plot No 3, Sector 34-A Chandigarh - 160022 Tel No: 0172 5046 700</td>
<td>Punnen Road Statue Thiruvananthapuram Kerala - 695 001 Tel No: (0471) 2701600/2701700</td>
<td>NABARD Tower Opp. Municipal Garden Post Box no. 8 Usmanpura Ahmedabad - 380 013 Tel: 079-27552782</td>
</tr>
<tr>
<td>7. TELANGANA</td>
<td>8. ARUNACHAL PRADESH</td>
<td>9. WEST BENGAL</td>
</tr>
<tr>
<td>1-1-61, RTC - X Roads Musheerabad Post Box No.1863 Hyderabad - 500 020 Tel : 040 27612640 / 2768512/126</td>
<td>NABARD Tower Bank Tinali Itanagar - 791 111 Tel: 0360-2215967 / 2213856</td>
<td>'Abhilasha-I', 2nd Floor 6, Royd Street Kolkata - 700016 Tel No: 033-22267943</td>
</tr>
<tr>
<td>10. TRIPURA</td>
<td>11. MADHYA PRADESH</td>
<td>12. GOA</td>
</tr>
<tr>
<td>Shilpa Nigam Bhawan Ground Floor Khejur Bagan, Post Office - Kunjaban West Tripura District Agartala - 799 006 Tel: (0381) 241 9633 / 241 9644</td>
<td>E-5, Arera Colony, Post Office – Ravishankar Nagar Bhopal - 462 016 Tel: 0755-2464775</td>
<td>Nizari Bhavan, 3rd Floor Menezes Braganza Road Panaji - 403 001 Tel: 0832-2220490 / 2420504</td>
</tr>
<tr>
<td>13. SIKKIM</td>
<td>14. HIMACHAL PRADESH</td>
<td>15. UTTAR PRADESH</td>
</tr>
<tr>
<td>Om Niwas, Church Road Gangtok - 737101 Tel : 03592-203015</td>
<td>Block – 32, SDA Commercial Complex, Kasumpti, Shimla – 171009 Tel: 0177 – 262258</td>
<td>11 Vipin Khand, Gomti Nagar, Lucknow - 226010 Tel: 0522-2307630</td>
</tr>
<tr>
<td>16. MIZORAM</td>
<td>17. MANIPUR</td>
<td>18. UTTARAKHAND</td>
</tr>
<tr>
<td>Near Anti-Corruption Bureau Building New Secretariat Complex Khatla Aizawl - 796 001 Tel : 0389-2346155/2340029 Fax No. : 0389-2340815 Mobile No. : 9884552824</td>
<td>Leiren Mansion, 2nd Floor Lamphelpat Imphal - 795004 Tel : 0385-2416192 Fax No.: 0385-2416191 Email : <a href="mailto:imphal@nabard.org">imphal@nabard.org</a></td>
<td>Plot No - 42, Doon IT Park Sahastradhara Road Dehradun - 248013 Tel : 0135 - 2607741</td>
</tr>
<tr>
<td>19. ODISHA</td>
<td>20. ANDHRA PRADESH</td>
<td>21. ANDAMAN &amp; NICOBAR</td>
</tr>
<tr>
<td>“Ankur”, 2/1 Nayapalli Civic Centre Bhubaneswar - 751015 Tel : 0674-2553884/2374301</td>
<td>NABARD Amravati Cell, 4th Floor, D. No.54-30/5-3/1, Main Road, Opp. Anjaneya Restaurant, Gurunanak Nagar Colony, Vijayawada-520007 040 27685116</td>
<td>NABARD Complex Kamaraj Road, (VIP Road) Post Office Junglighat Port Blair – 744 103 Tel: 03192 233308</td>
</tr>
</tbody>
</table>
## Addresses of Training Establishments

<table>
<thead>
<tr>
<th>No.</th>
<th>Establishment</th>
<th>Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NBSC, LUCKNOW</td>
<td>National Bank Staff College, Sector ‘H’, LDA Colony, Kanpur Road, Lucknow</td>
<td>0522-2421065</td>
</tr>
<tr>
<td>2</td>
<td>BIRD, LUCKNOW</td>
<td>Bankers Institute of Rural Development, Sector H, LDA Colony, Kanpur Road, Lucknow</td>
<td>0522-2421954</td>
</tr>
<tr>
<td>3</td>
<td>BIRD, MANGALURU</td>
<td>Bankers Institute of Rural Development, Krishna Nagar Road, Bondel, MANGALURU</td>
<td>0824-2888501</td>
</tr>
</tbody>
</table>

## Addresses of Disaster Recovery Site

<table>
<thead>
<tr>
<th>NABARD DR SITE</th>
<th>Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>BSNL IDC Faridabad, BSNL Telephone Exchange, Exchange Building, 2nd and 3rd Floor, DLF Industrial Area, Sector - 32 Faridabad, Haryana</td>
<td>022-2421065</td>
<td></td>
</tr>
</tbody>
</table>
Annexure – W

SERVICE LEVEL AGREEMENT FOR Cloud Based WAF and DDoS Protection Solution for NABARD
(To be submitted by the Successful Bidder)

This Service Level Agreement (hereinafter referred to as the “SLA/Agreement”) is executed on date __________________.

BY AND BETWEEN

National Bank for Agriculture and Rural Development (NABARD) a body corporate established under the 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 and Regional Offices (ROs)/Training Establishments (TEs) in different states across the country; represented by its Authorised Signatory (Shri _____________, ______________) hereinafter referred as “NABARD” (which expression shall mean and unless repugnant to the context, includes its successors in business, legal representatives and administrators or permitted assigns) of ONE PART;

AND

M/s____________________, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 502, 5th Floor, Akruti Star, Central Road, M.I.D.C., Andheri (E) Mumbai, together with its Affiliates and represented herein by its Authorised Signatory, _______________ hereinafter referred to as “M/s____________________”, (which expression shall mean and unless repugnant to the context, includes its successors in business, legal representatives and administrators or permitted assigns) of OTHER PART.

NABARD and M/s____________________ may hereinafter be referred to as such or singularly as the “Party” and collectively as the “Parties”, as the case may be.

WHEREAS

I. NABARD has issued a Request For Proposal (RFP) for procuring a Cloud based WAF and DDoS Protection Solution.

II. In response to the said RFP of NABARD, M/s____________________ submitted its Proposal to set up the system for meeting the requirements of NABARD and to provide Post Implementation Support at the desired Service Levels as specified in the RFP.

III. M/s____________________ hereby agrees to implement and also provide Support at the desired Service Levels for Cloud based WAF and DDoS Protection Solution as per terms and conditions of this Agreement.

IV. The work order was issued on __________________. The copies of RFP and the work order issued to vendor by NABARD with reference number _______________________________ are annexed herewith. The Parties hereto wish to record the terms and conditions in writing.
NOW, THEREFORE, IN CONSIDERATION OF THIS MUTUAL COVENANTS HEREAFTER APPEARING, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SLA Definitions
   1.1. “The Solution” means the Cloud Based WAF and DDoS Protection Solution to be implemented by M/s ____________________.
   1.2. “Effective Date” means the date on which this Agreement begins, which is the date written below by the last Party to sign this Agreement.
   1.3. "Support" means implementation support in the form of supply, installation, implementation, commissioning, maintenance of the solution and includes monitoring and maintenance of the desired Service Levels to provide quality customer service to NABARD.
   1.4. “Scheduled Business Operation Hours” of NABARD is from 8:00 AM to 8:00 PM (IST) from Monday through Friday and the operating hours for the Data Centre (DC) and Disaster Recovery Centre (DRC) shall be 24*7*365 basis.
   1.5. "Response Time" means the elapsed time between the receipt of a Support Call and the target time within which M/s____________ begins Support as verified by a written confirmation to NABARD.
   1.6. "Support Term" is the period starting from the date of this Agreement, consisting of support of three years; It will also mean such further extensions or renewals undertaken in accordance with this Agreement.
   1.7 “Upgrade” means an improved version of the whole or any part of the System.

2. Implementation & Support Services

During the tenure of this Agreement, and subject to payment terms, M/s___________________ - shall Implement and provide Support to NABARD in accordance with the terms and conditions laid down herein.

2.1 Scope of Support Services

The proposed scope of the Support to be provided by M/s__________________ (as per Chapter 2“Scope of Work” of the RFP which would be as follows:

2.1.1 Support from OEM

1. Direct OEM 24x7x365 days Business Critical support for all the components with unlimited incident support (Telephonic/Web) including the unlimited upgrades and updates during support period.
2. OEM should have 24*7 support center in Mumbai.
3. The software supplied should have minimum 6 years support.

2.1.2 Technical Account Management Services

The SI should provide a Technical Account Manager (TAM) support for at least 03 months from the date of acceptance of Solution, from OEM of the solution. The TAM should be L3 resource with advanced certifications from the OEM proposed, which will help them solve issues related to the provided Software. The TAM should be
available onsite at least one day a week and should perform at minimal the following activities.

1. Ownership w.r.t issue management, escalation and resolution of issues.
2. Best practice review as per OEM and share a detailed recommendation report

2.1.3 Technical Resources from SI

Besides the TAM, the SI shall provide for at least one On-site Engineer for a period of at least 03 months, on requirement basis, from the date of acceptance of Solution. He shall work and complete all activities as per the guidance of the TAM. The Engineer from the SI should have necessary certifications and sufficient knowledge on implementing the entire Solution.

The SI onsite engineer, along with the TAM of the OEM shall do a “knowledge transfer” to the identified officers of NABARD and engineers of our IT services management vendor during the last month of support to ensure smooth takeover of the operations and management of the HCI solution.

2.2.1 Support

Support shall be covered for three (3) years from the date the System is successfully rolled out completely in NABARD. During this period, M/s ________________ will provide the On-Site Implementation Support for the solution.

i) Warranty support shall be provided on 24x7x365 basis with predefined time lines. The support shall include parts replacement and associated efforts to perform the parts replacements.

ii) M/s____________ will sign agreements with OEMs for any support services required from them and shall be responsible for any SLA in this regard, which shall be agreed between NABARD and M/s____________.

iii) During the Support Period M/s____________ shall provide the Upgrades and Updates to the solution.

iv) The support will not become void if NABARD buys any other add-on hardware/software on WAF and DDoS Protection Solution.

2.2.2 Training and Hand-holding Support

M/s ________________ shall provide training at NABARD Head Office, Mumbai or any other location as specified by Bank to the number of personnel identified by the Bank on functional, operational and reporting aspects of the Proxy solution. The training material will also have to be provided in English.

2.3. Service Performance

M/s__________________ will monitor, track and report on performance parameters as per the relevant clauses of the RFP.

2.3.1. Support Lines

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

### 2.3.2 Incident Management

2.3.2.1 All incidents should be reported to Systems Support Engineer of SI who would ensure proper recording and tracking on a register. Any issue will be classified under the 2 levels based on severity of the incident, as mentioned in the following table:

<table>
<thead>
<tr>
<th>Level</th>
<th>Criteria</th>
<th>Indicative list of issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>The identified issue has material business impact and needs to be resolved immediately. This level would typically correspond to issues that result into disruption of most or critical services.</td>
<td>Issues pertaining to implementation of policies / Solution not being able to prevent zero day attacks and other vulnerabilities</td>
</tr>
<tr>
<td>Non-Critical</td>
<td>The identified issues have almost zero impact in terms of business. However, issue needs the attention of SI and shall be fixed on lesser priority.</td>
<td>Issues in registering tickets on ticketing tool / console of the solution</td>
</tr>
</tbody>
</table>

2.3.2.2 Based on the criticality of the incidents, M/s________________ will have to resolve the incidents as per the response times for different levels of severity indicated in the table given below:

<table>
<thead>
<tr>
<th>Level</th>
<th>Resolution/ Mitigation Time</th>
</tr>
</thead>
</table>
| Critical   | • Response Time – within 30 minutes  
             • Resolution Time – within 1 hour |
| Non-Critical | • Response Time – within 1 hour  
                    • Resolution Time – within 2 hours |
2.3.2.3 All incidents that exceed the response time will be escalated to the escalation contacts listed below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
<th>Phone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
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</table>

Any change in the escalation contacts will be mutually discussed and agreed upon by the Parties.

2.3.3 Performance Measurements

2.3.3.1 Service Level Requirements for Training

M/s_________________ shall conduct a training of the staff of NABARD / identified Engineers from ITSM and obtain their feedback on the training in a Feedback Form.

2.3.3.2 Penalties for not maintaining the desired service levels

a M/s_________________ shall maintain the service levels specified herein. In case these service levels are not maintained, it shall result in a breach of contract and invoke imposition of penalty.

b The penalty for software & services would be as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>Rs.2,000/- for every 2 hours of delay</td>
</tr>
<tr>
<td>Non-Critical</td>
<td>Rs.1,000/- for every 4 hours of delay</td>
</tr>
</tbody>
</table>

c Total of such penalties shall not exceed 10% of TCO

2.4 Periodic Review Process

This SLA is a dynamic 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 at a minimum once per fiscal year. Contents of this document may be amended as required, provided mutual agreement is obtained and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

3. Exclusions

3.1. The Parties agree that the Support services will be provided only on the Licensed Software and M/s________________ shall not support software that is altered or modified independently by NABARD, or any combination of Software with other software not covered under this Agreement.

3.2. Support by M/S________________________ shall not include:

a) the restoration of any data that has been lost due to the failure of NABARD in maintaining back up copies.

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 ________________.

c) the correction of any error, malfunction or fault in the Software due to any accident or disaster affecting the system.

d) the correction of any error due to input error from any other software that is/has been interfaced with the Licensed Software.

Support Fee

4.1 Charges shall be paid as per the payment terms indicated in the Purchase Order Ref.No.NB.HO.DIT/ / /2019-20 dated ______

4.2 Revision of charges

M/s________________ shall not be entitled to any increase in the Fee during the period of the Agreement.

5. Responsibilities of NABARD
M/s_____________ ‘s provision of Support to NABARD is subject to the following terms and conditions:

a) NABARD shall provide M/s_____________ with necessary access to NABARD's personnel and its equipment. This access includes the ability to dial-in to the equipment on which the Software is operating and may also include the ability to obtain the same access to the equipment as those of NABARD's employees having the highest privilege or clearance level.

b) NABARD shall provide supervision, control and management of the use of the Software. In addition, NABARD shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or equipment.

c) NABARD shall document and promptly report all detected errors or malfunctions of the Solution to M/S_____________________. 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 M/S_____________________.

d) NABARD shall adhere to the terms and conditions of the License Agreement.

e) NABARD shall not request, permit or authorize anyone other than M/S_____________________ to provide any maintenance services in respect of the Software.

f) NABARD shall appoint up to two (2) individuals within each of NABARD’s sites who are knowledgeable in the operation of the Software to serve as primary contacts between NABARD and M/S_____________________ regarding the registry and report of Support Calls. The names of the said personnel shall be promptly intimated to M/S_____________________. All of NABARD’s Support inquiries shall be initialized through these contacts.

6. **Additional Services**

M/S_____________________ 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 including expenses at the discretion of M/S_____________________.

7. **Intellectual Property and Confidentiality**

a) In the course of providing Support under this Agreement, M/S_____________________ creates any documentation or other material protected by copyright, or any other intellectual property right, all legal and beneficial rights to the same shall vest with M/S_____________________ and NABARD shall have no rights to the same beyond a non-exclusive right to use for internal purposes.
b) M/S_____________________ 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. The parties shall treat as confidential the terms of this Agreement and any other information or data, which it receives from the other party in the course of this Support Agreement and shall not disclose the same to any third parties or any of its employees except on a need to know basis.

c) The provisions of this Section 7 shall survive termination or expiration of this Agreement.

8. Subcontracting and Assignment

a) M/S_______________________may engage the services of subcontractors to perform any of its duties of Support ONLY with prior written permission of NABARD. Unless otherwise agreed in writing, no sub-contracting of such duties shall relieve M/S_______________________of responsibility for their due performance.

b) M/S_______________________agrees that it shall not entitled to any of its rights and/or obligations under this agreement to any entity including affiliates without the prior written permission from NABARD.

c) 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.

9. Limitation of Liability

M/S_______________________’s entire liability under this Agreement is limited to 10% of 3500 users’ license cost during the 3 years’ period. M/S_______________________will in no event be liable to NABARD for consequential, incidental, special or other indirect damages such as loss of profits herein whether by contract or tort, even if M/S_______________________has knowledge of the likelihood of such damages.

10. Warranties

M/S_______________________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 M/S_______________________to expect in all the circumstances.

11. Indemnification

M/S_______________________shall indemnify NABARD as per the letter of indemnity submitted along with the Technical Bid, which shall be considered part of this Agreement and binding on the Parties.

12. Termination of Support Services

A. 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:

1. Delay in Implementation of the Project beyond the specified periods for reasons solely ascribed to the M/s______________.
2. Serious discrepancies noted in the implementation of the project
3. Breaches in the terms and conditions of the Purchase Order.
4. Project adversely affecting the Core Systems or Core Business of the NABARD and the normal functioning of the Offices of NABARD.
5. If M/S______________ 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.
6. If M/S______________ fails to perform any other obligation(s) under the Contract.
7. If M/S______________ 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 M/S______________ provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.
8. In addition to the cancellation of purchase order, NABARD reserves its right to invoke the Performance Bank Guarantee given by the M/s______________ after giving notice.

NABARD, without prejudice to any other remedy for breach of contract, by giving 30 days’ written notice of default sent to M/S______________ and if M/S______________ fails to cure the default within the notice period, may terminate this Contract in whole or in part.

B. Effect of Termination
M/S______________ 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 M/S______________ 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. M/S______________ agrees that after completion of the Term or upon earlier termination of the assignment M/S______________ shall, if required by NABARD, continue to provide warranty services to the Bank at no less favorable terms than those contained in RFP/agreement. In case NABARD wants to continue with the M/S______________’s services after the completion of this
contract then M/S________________________ 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 M/S________________________ and accepted by NABARD at the sole discretion of NABARD in the event of termination, provided that M/S________________________ 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 M/s________________________.

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

13. Dispute Resolution and Arbitration

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

14. Miscellaneous

14.1 NABARD represents and warrants that it will use the Software solely on computers owned or leased and operated by NABARD.

14.2 NABARD agrees to notify the M/S________________________ promptly of the circumstances of which NABARD becomes aware surrounding any unauthorized possession, use, or knowledge of any part of the Software by anyone other than the persons authorized by the NABARD to have such possession, use, or knowledge.

14.3 This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of India and the courts situated in Mumbai shall have the jurisdiction to the exclusion of all other courts situated elsewhere.

14.4 M/S________________________ will not release any factual information concerning this Agreement to any person/news media without prior permission of NABARD.
THIS AGREEMENT shall be executed in two numbers, one will be kept with NABARD and the other with M/S__________________________
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 M/S__________________________

Signature: Signature:

Name : Name :
Title : Title :
Place : Mumbai Place : Mumbai

Date : Date :

End of the Document