Request for Proposal for
Subscription to Microsoft Office 365 Cloud Services
on a Software-as-a-Service (SaaS) model basis

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.
www.nabard.org

Important Disclaimer:
This Request for Proposal (RFP) is not an offer by NABARD, but an invitation to receive response from eligible interested bidders. 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

<table>
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<th>S.No</th>
<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>BOM</td>
<td>Bill of Material</td>
</tr>
<tr>
<td>2.</td>
<td>CVC</td>
<td>Central Vigilance Commission</td>
</tr>
<tr>
<td>3.</td>
<td>DD</td>
<td>Demand Draft</td>
</tr>
<tr>
<td>4.</td>
<td>DIT</td>
<td>Department of Information Technology</td>
</tr>
<tr>
<td>5.</td>
<td>VLSC</td>
<td>Volume Licensing Service Center</td>
</tr>
<tr>
<td>6.</td>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>7.</td>
<td>NABARD</td>
<td>National Bank for Agriculture and Rural Development</td>
</tr>
<tr>
<td>8.</td>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>9.</td>
<td>RFP / RfP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>10.</td>
<td>TCO</td>
<td>Total Cost of Ownership</td>
</tr>
</tbody>
</table>
TENDER SCHEDULE

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

<table>
<thead>
<tr>
<th>Tender Reference No and Date</th>
<th>Subscription to Microsoft Office 365 Cloud Services</th>
</tr>
</thead>
<tbody>
<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) shall be deposited in NABARD Account 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 with ICICI Bank, BKC Branch. The UTR No for this transaction has to 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-I. (The option of submitting EMD as Bankers Cheque / Demand Draft /Pay Order is not available.)</td>
</tr>
<tr>
<td><strong>NABARD Account Details</strong></td>
<td><strong>Name of Account</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Bank Name</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Branch Name</strong></td>
</tr>
<tr>
<td></td>
<td><strong>IFS CODE</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Account Number(VAN)</strong></td>
</tr>
<tr>
<td><strong>Date of Issue of RFP</strong></td>
<td>17 August 2020</td>
</tr>
<tr>
<td><strong>Last date for submission of pre-Bid queries</strong></td>
<td>24 August 2020 at 03.00 pm</td>
</tr>
<tr>
<td><strong>Date of Pre-Bid Meeting</strong></td>
<td>No pre-bid meeting. All queries would be responded by email.</td>
</tr>
</tbody>
</table>
### Notes:

1. Before bidding, the bidders are requested to carefully examine the RFP document and the terms and conditions specified therein. Bidders should notify NABARD of any error, omission or discrepancy found in this RFP document before last date and time for pre-bid queries. If any bidder requires any clarification on this RFP, they may notify NABARD in writing or by email at the bank’s mailing address indicated in the RFP.

2. NABARD makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

3. All costs and expenses (whether, in terms of time or money) incurred by the bidders in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by NABARD, will be borne entirely and exclusively by the bidders.

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

5. All bids (Technical & Commercial) must be submitted at the same time 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 (web conferencing) 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 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 NABARD 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 Center 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.

15. NABARD shall be governed by the Public Procurement (Preference to Make in India) Order, 2017 – Revision dated 04 June 2020 issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce, Government of India. Any claim of preference under the above order shall be considered subject to submission of all necessary documents as envisaged under the Order.
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/email.
   B. All queries relating to the RFP, technical or otherwise, must be in writing only via 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.

4. Period of Validity of Bids
   **Validity Period:** Bids shall remain valid for 180 days from the last date specified for submission of bids in this RFP. The Bank holds the right 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.

5. Who can submit the bid?
   A. Only a Microsoft Licensing Solution Partner who can enter into an Enterprise Agreement shall submit the bid. The eligibility of the bidder will be decided as per the parameters provided in Annexure-H of the RFP. 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 supply licenses as per the scope of work specified in this RFP.
Chapter 1 - Introduction

1. Introduction
National Bank for Agriculture and Rural Development is a body corporate established under the Bank Act, 1981 (hereinafter referred to as “NABARD or “the Bank”) having its Head Office at Plot No.C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra(East), Mumbai - 400051 and Regional Offices, Training Establishments and other setups in different cities across the country. Detailed information regarding the functions of NABARD are provided on the website – www.nabard.org.

This Request for Proposal document (“RFP”) has been prepared solely for enabling NABARD to procure the said goods and 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. Present IT Setup
a) NABARD has its head office in Mumbai. Bank also has 29 Regional Offices and 4 Training Establishments spread across the country.

b) NABARD has 7 subsidiaries located at various places in the country.

c) All offices of NABARD have standard LAN setup and they are connected together in a WAN setup using a Multi-Protocol Label Switching (MPLS) backbone having a bandwidth of 16 Mbps for delivering various services.

d) NABARD has its own Data Centre and a separate DR hosted on co-location basis.

e) All offices of the bank have separate internet connectivity (ILL/ Broadband/Wi-Max/V-SAT) provided by local service providers.

f) Presently, NABARD has a hosted mail services provided by M/s Netcore Solutions. There are about 5500 mailboxes with total size of around 12 TB. An on-premise email archival solution is also provided by M/s Netcore.

g) All the DNS records of the bank are being managed by M/s Netcore Solutions in their DNS Servers

h) DNS Services which include management of all DNS records of the Bank’s and its subsidiaries domains shall be provided along with O365 Cloud Services

3. 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.

4. 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.

5. 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. NABARD may update or revise the RFP document or any part thereof. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The 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 NABARD except for bidding purposes.

6. **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.

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

8. **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.

9. **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 Agency.

10. **Errors and Omissions**
    Each bidder shall notify NABARD of any error, omission, or discrepancy, if any, found in this RFP document.

11. **Bid submission Terms**
    The RFP response document submission shall be undertaken as under: -
    a. Technical Bid including all the documents as per the Annexure-J
    b. Commercial Bid as per Annexure L
    c. All the necessary attachments, proof documents and links may be submitted
    d. The format for Bid submission covering letter has been provided in Annexure – A.
    e. The documents may be submitted to NABARD e-tendering portal https://nabard.eproc.in
    f. 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;
    g. Faxed copies of any document are not acceptable and shall result in rejection of bid by the Bank;
    h. All submissions, including any accompanying documents, shall become the property of NABARD. Bidders shall be deemed to license and grant all rights to NABARD to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP response, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.
i. The bidder shall be required to submit an Earnest Money Deposit by way of Remittance of Rs. 50,000/- (Rupees Fifty Thousand Only) to NABARD’s Account:

Remittance to NABARD Account, details of which are as under:

<table>
<thead>
<tr>
<th>Name of Account</th>
<th>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Name</td>
<td>NABARD</td>
</tr>
<tr>
<td>Branch Name</td>
<td>HEAD OFFICE, MUMBAI</td>
</tr>
<tr>
<td>IFS CODE</td>
<td>NBRD0000002</td>
</tr>
<tr>
<td>Account Number</td>
<td>NABADMN07</td>
</tr>
</tbody>
</table>

j. The UTR No for this transaction has to be indicated in the Bid Document. Alternatively, bidder can also submit a Bank Guarantee in lieu of EMD (Annexure-I) issued by Scheduled Commercial Bank valid for 180 days from the date of opening of tender. The Earnest Money Deposit shall be refunded to all bidders except the one finally selected for award of the contract. No interest shall be payable by NABARD on the Earnest Money Deposit. 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 Bank’s website.

k. Queries relating to the RFP, if any, may be raised by the Bidders through emails to be received at 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 NABARD’s Website. Bidders may ensure that such clarifications / changes have been considered by them before submitting bids. NABARD shall not be liable for omission, if any, on the part of the bidder. In case of any clarification required by the Bank to assist in the examination, evaluation and comparison of bids, NABARD may, at its discretion, seek clarification from the bidder. The response / clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

l. 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.

m. 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.

n. No bidder shall be allowed to withdraw the bid once submitted.

o. NABARD reserves the right to reject any or all bid(s) received without assigning any reason whatsoever.

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

12. 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.
13. Acceptance of Terms
   a. A bidder shall, by responding to NABARD for RFP, be deemed to have accepted the terms and conditions indicated in this RFP.
   b. NABARD shall not answer any new query received from bidders after the conduct of the pre-bid meeting. However, NABARD 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.
   c. In case NABARD, 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.

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

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

16. Right to Alter Quantity
   The Bank may at its discretion increase the requirement up to 35% and place orders subsequently within one year of issue of Purchase Order at the same rates irrespective of the foreign exchange fluctuations/ market conditions. If the cost of software comes down at the time of placing repeat Purchase Order, the rates can be at mutual agreed rates.

17. Disclaimer
   Subject to any law to the contrary and to the maximum extent permitted by law, NABARD 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

The Scope of Work (SOW) for Annual Subscription to Microsoft Office 365 Cloud Services on a Software-as-a-Service (SaaS) model basis has been detailed below:

1) Cloud Service Licenses

1.1. Annual Subscription licenses for NABARD and its subsidiaries are sought for the following:

<table>
<thead>
<tr>
<th>Part No.</th>
<th>User Profile</th>
<th>License Type</th>
<th>No. Of Users</th>
</tr>
</thead>
<tbody>
<tr>
<td>AAA-10842</td>
<td>Top Management</td>
<td>Office 365 Enterprise E3</td>
<td>100</td>
</tr>
<tr>
<td>T6A-00024</td>
<td>All Knowledge Users</td>
<td>Office 365 Enterprise E1</td>
<td>300</td>
</tr>
<tr>
<td>TPA-00001</td>
<td>Common User Accounts</td>
<td>Office 365 Enterprise F3</td>
<td>3500</td>
</tr>
<tr>
<td>4DS-00001</td>
<td>All users except Top Management</td>
<td>Exchange Online Archiving (EOA for Exchange Online)</td>
<td>6500</td>
</tr>
<tr>
<td>KF5-00002</td>
<td>All user accounts</td>
<td>Advance Threat Protection (Office 365 ATP Plan 1)</td>
<td>6600</td>
</tr>
</tbody>
</table>

1.2. While NABARD would wish to have nabard.org as its domain for the above accounts, the subsidiaries would have different domains as per its nomenclature and the same shall be provided by the vendor.

1.3. A provision to upgrade the subscription licenses to higher plans anytime during the contractual period should be available within the service.

1.4. A provision to delete excess number of subscription licenses that may arise owing to retirements, resignation, etc., and accordingly the licenses cost should be revised on monthly basis.

1.5. A provision to add new subscription licenses should be available during the contractual period at the same cost.

2) General Service Requirements:

a) Performance Requirements: Microsoft Office 365 Services should provide an uptime of 99.9% failing which suitable service credits should be provided for the relevant service according to the SLA (as in Annexure-P).

b) Scalability Requirements: The service should provide high scalability to accommodate up to 10000 users with all the features/services enabled for all the users.

c) MIS Report Generation Requirements: The services should provide standard MIS and customised reports for Administrators to monitor and manage the services and real-time view of the status of users, tickets, service health, utilisation and usage.

d) Audit Trail & Logging Requirement: The service should maintain and manage the logs for all the necessary services used by the Bank.

e) Audit logs reporting & Analysis tool: Log monitoring capabilities to be provided to the Bank and in case of incidents, security breaches, Bank has to be notified in real time. Tools and capabilities to analyse the usage of the licenses/application/functionality to be provided either as part of the services or separately to facilitate these reporting methods.
3) Regulatory / Compliance Requirements: The services should comply with all the Regulatory/Compliance guideline of the Banks/Regulatory authority in India like RBI, MEITY, Cert-IN, etc. Bank has the right to change the compliance/guideline at any point of time and the service provider has to comply with the guidelines.

4) Right to Audit: NABARD must have “Rights to Audit” the CSP’s compliance with the agreement including rights to conduct IS Audit on the hosted tenant on periodic basis where relevant records and Bank’s data is being held. Audit rights for the Bank or its appointed auditor (nominee) or regulators should be integral clause in agreement.

5) Data Privacy and Security Compliance Requirements: The Services should meet all the compliance requirements indicated in the Annexure J related to the data privacy and security.

6) Features of Cloud Services: The expected features from the cloud services are listed in the Annexure J.

7) Assessment and Planning:
   a) Assessment of current mailing configuration – SMTP, MX, DNS, Limits, Disclaimer, Policies, Archival, Application Integration etc.
   b) Network Infrastructure Review: The Service Provider shall carry out Bank’s Network Infrastructure assessment for WAN/Internet Design, Bandwidth Routing, Internet Policy, Security etc. requirements especially in the wake of Collaboration components/tools like Skype, Yammer etc. being subscribed and submit assessment report to the Bank clearly recommending the additional network bandwidth/infrastructure requirements, if any. However, the Service Provider shall ensure that the solution is configured optimally for network bandwidth utilisation.
   c) User Distribution – geographic, profiling, etc.
   d) Client Configuration, access type
   e) Assessment of migration scenario – Office 365 configuration, third party tool configuration, license availability etc., including staffing
   f) Understanding of current IT support matrix, ticketing or support tracking.
   g) Migration Calendar – low level mapping of users with migration date/times.
   h) Prepare pre and post migration checklist.
   i) Define MS Teams role definition and orientation approach.
   j) Define user education/training approach – webcast, mails, user guide, FAQs.
   k) Define project charter and escalation matrix.
   l) Create issues tracker.
   m) Define migration approach for moving all user data from the trial tenant to the licensed tenant seamlessly.
   n) Define migration approach with stages along with application integration.
   o) Define infrastructure access methodology, transition framework, facilities access.

8) One-time Activities:
   a) Creation/Migration of Microsoft Office 365 User Accounts: Bank has availed Microsoft Office 365 Trial licenses for around 2500 users which have to be migrated into the licensed Microsoft Office 365 Cloud Services along with all the data stored by the users within the trial account tenancy.
   b) Creation of new Microsoft Office 365 accounts and on-boarding all the necessary services to the users.
c) Migration of Email Services: The existing email services has to be migrated completely from M/s Netcore Solutions (the existing hosted email Service) into Microsoft On-Cloud Hosted Collaboration Services i.e., Exchange Online.

d) All Active email boxes with the complete data available within the mailboxes must migrated into the Exchange Online services. Currently, the size of active mailboxes is around 12 TB.

e) A mechanism to extract all archived emails from the existing on-premise setup (Netcore Archival Solution) to Exchange Online Archiving Services should be designed and put in place for use in future, if needed. **However, the present “Scope of Work” does not include the above activity to be taken up.**

f) All the cloud service features under Microsoft Office 365 have to be enabled and configured suitably for the users as desired by the Bank.

g) The requirement feature list for cloud services has been added in the Annexure J

9) **Solution Implementation:**

a) The Service Provider shall implement the solution as required to meet the requirements of NABARD.

b) Team deployed by the Service Provider to implement the solution should be competent and proficient to implement the solution as per scope of work.

c) The Service Provider must furnish an undertaking confirming on the valid contract(s) with other vendor(s) whose products the Service Provider would be obtaining for the purposes of performance of its services as contemplated in this RfP and the subsequent Contract.

d) The Service Provider is expected to support the UAT of the Exchange Online as part of deployment and subsequent changes.

e) Add/ update DNS name, MX Pointer, CNAME, Auto discover, SIP, SPF records to verify and activate Office 365 Cloud organization.

f) All standard email security protocols and methods like DMARC, DKIM, ATP, SPF etc. should be configured in Exchange Online.

g) Project Documentation and Stabilization support.

h) Assignment of licenses and user activation as per profiles/ requirements provided by NABARD.

i) The existing NABARD domain (nabard.org) has to be configured and all the necessary settings should be carried out to facilitate access of email and other services from Microsoft Office 365.

j) Creation of Solution Portal and customisation of portal interface as per NABARD’S requirement.

k) Design custom home page for NABARD mail.

l) Solution should be integrated with NABARD’s Active Directory (AD)/ Active Directory Federation Services, synching of AD objects for NABARD accounts. However, for the Subsidiaries, AD Azure Cloud Services would be used for authentication.

m) Service Provider should ensure solution compatibility with NABARD’s Desktop build of Windows 8 and above and all commonly used browsers viz. Internet Explorer, Chrome, Mozilla, Firefox, Safari, etc.

n) Solution should be able to work and integrate seamlessly with Bank’s existing investments of Microsoft Office Suite of Applications – where Microsoft Objects
could be embedded with Microsoft Office 365 without loss of any of their native functionality.

o) Vendor shall ensure to facilitate the Bank to make use of all the features and functionalities of selected plans and its constituent components.

p) The Service Provider must provide three Microsoft certified personnel On-site – one to manage Exchange Online for email services, user management of Microsoft Office 365, Teams Management, etc., and remaining two resources to work on SharePoint for creation of Bank’s portals for a period of 1 year (or more as decided by Bank) with minimum 2 years of experience in similar services. However, the second SharePoint resource will be engaged 2 months after the successful onboarding of users on O-365 platform. The payment towards the resources will be made on pro rata basis.

q) The Service Provider should have presence in Mumbai.

r) The solution must comply with the standards and guidelines issued by Government of India / RBI/TRAI from time to time.

10) Data Migration:

a) The Service provider shall be responsible for successful data migration of existing NABMAIL mail boxes considering the following:

b) Service Provider shall develop a data migration strategy covering data migration and testing, in consultation with NABARD.

c) In first phase all the primary, individual as well as common, mail boxes hosted on Bank’s central mail server shall be migrated. Migration of mail boxes shall be done in toto i.e. all the mails, calendars, contacts, folders, subfolders contained within a mail box including encrypted.

d) Migration of archive mail boxes, if so desired by the Bank, shall be taken up in second phase at the rates being contracted in this RfP and payment for the same shall be made separately.

e) Migration of existing Microsoft Office objects viz. Doc, excel, ppt etc. files for 100 common users to Office 365 and preparation of detailed Standard Operating Process (SOP) document for other users guiding them step by step as to how to migrate/ convert their old versioned files/ documents to Office 365.

f) Any additional software tool required for the migration of mail boxes shall be the responsibility of the Service Provider and NABARD will not make any additional payments towards the same. However, server & storage requirements, if any, for the migration activity shall be met by NABARD.

g) Service Provider shall ensure that during migration activity, there is no mail communication disruption faced by NABARD as well as external users.

11) Hardware/ Software/ Network etc. requirements:

a) In case of any hardware requirements viz. Server, Storage, Network equipment etc. to be met by the Bank for integration of the solution with Bank’s infrastructure and/or data migration activity, details of such requirements along with purpose and specifications of the same, should be clearly mentioned in their bid as part of Solution Architecture.

b) Any additional software component required, if any, for smooth integration and/or for data migration activity should be factored by the bidders in their bid as the Bank will not make any additional payment what so ever towards such software components.
12) Reverse Data Shifting:
In the event of completion of the contract in normal course or on termination of contract, Service Provider shall shift the data back to NABARD’s or any of its designated 3rd party’s on-premise/ cloud hosted infrastructure. The Service Provider should sort out operability issue, if any, for smooth shifting of such data.

13) User Training:
   a) Service provider shall provide 06 online training sessions in the first three months (2 training sessions per month) on use of Microsoft Office 365 features. The training would be an event for unlimited users of NABARD and subsidiaries to join the session.
   b) Service provider shall provide 02 online training sessions in the first three months to Admin users covering technical areas to Bank’s IT Team.
   c) Detailed training methodology, schedule, duration, venue etc. shall be finalised in consultation with NABARD.

14) On-Going Activities: Management, Monitoring and Reporting:
   Assisted Support:
   a) The Service Provider should provide Help Desk Support to users during 9 hrs x 5 days (Monday to Friday).
   b) As and when required, need based help-desk support may be required on Saturday / holidays with no additional cost.
   c) The Help Desk should be accessible to users through an online ticketing mechanism for raising user queries/ tickets and real time updates.
   d) Escalation Matrix should be in place and provided to the Bank for unresolved issues.
   e) The Service Provider should have the ability to generate SLA and MIS reports periodically e.g. volume of call per day, resolution percentage, categories of the issues etc. for which calls/ mails/ tickets are received.
   f) The Service Provider should monitor the delivery of the service and submit service outage reports along with service credits as offered by Microsoft.
   g) Issues pertaining to network and hardware viz. Desktops/ Mobile devices/ on-premises server will be out of the SLA and will be NABARD’s responsibility.
   h) A Service Health Dashboard provided by either Microsoft or the Service Provider should be available for monitoring the service
   i) Activities like but not limited to User Id creation, deletion, modification, mail configuration, add/ remove group membership, mail routing & mail delivery permission, mail tracking, service management, archival management and security management shall be in the scope of support.
   j) Service Provider shall have Back to back support arrangement with the Microsoft and it would be the responsibility of the Service Provider to co-ordinate with Microsoft for early resolution of issues.
   k) In addition to the Help Desk Support, Service Provider should deploy 02 on-site technically qualified and competent resources to manage SharePoint for creation of Bank’s portals.
   l) The Service Provider should provide professional qualification certificate and experience certificate of the resources
The Service Provider should provide predefined change mechanism for onsite resources so that the transition, if any, can be smooth.

DNS Services which include management of all DNS records of the Bank’s and its subsidiaries domains shall be provided along with O365 Cloud Services.

15) Documentation: As part of deliverables, successful bidder shall prepare/submit following documents and certifications:

- **Enterprise Agreement**
- **OEM Authorization letter**
- **Project Documentation – Service Architecture, Implementation & Roll-out plan, Data Migration Plan.**
- **SOP Document for remote users for operating all the service components.**
- **User Training material in soft form.**
- **Microsoft Compliance Certifications: Obtain Microsoft compliance certifications that ensure compliance with national, regional, and industry-specific requirements governing the collection and use of data. These should include compliance with the following:**
  - Guidelines on Managing Risk and Code of Conduct in Outsourcing of financial services by banks (RBI)
  - Outsourcing of Activities by Indian Insurers Regulation (IRDAI) Accreditation provided by MeitY to Microsoft for delivering cloud services should be submitted.

16) Solution Delivery and Implementation Schedule

The Service Provider shall be required to deliver and implement the solutions as per following timelines, failing which liquidated damages (LD) as applicable shall be levied:

<table>
<thead>
<tr>
<th>S No</th>
<th>Schedule</th>
<th>Timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Solution Delivery: Services provision on cloud, license assignment as per Scope of work, etc.</td>
<td>Within 02 weeks from the date of Purchase Order</td>
</tr>
<tr>
<td>2</td>
<td>Implementation, Data Migration and Training</td>
<td>Within 06 weeks from the date of solution delivery</td>
</tr>
<tr>
<td>3</td>
<td>01 year on-site support (considering 2 On-site support Engineers)</td>
<td>To start immediately after the completion of Implementation, Data Migration and Training.</td>
</tr>
</tbody>
</table>
## Chapter 3 – Eligibility Criteria

<table>
<thead>
<tr>
<th>S No</th>
<th>Criteria</th>
<th>Proof Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder must be an Indian firm/company / organization registered under the Companies Act</td>
<td>Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office</td>
</tr>
<tr>
<td>2</td>
<td>The bidder should be a Licensed Solution Provider of Microsoft, capable of signing Enterprise Agreement.</td>
<td>OEM Authorization letter to this effect as per the Proforma given in Annexure B</td>
</tr>
<tr>
<td>3</td>
<td>Bidder should have experience of executing Minimum two (02) projects with minimum 10,000 subscription licenses in last 05 years and involving migration from Lotus Notes Mail, G-suite, Netcore, Zimbra or a similar email and/or collaboration setup to Microsoft Office 365 services in at least 02 projects.</td>
<td>Copies of the order and Certificate of Completion of the work, self-attested by the authorized signatory with company seal.</td>
</tr>
<tr>
<td>4</td>
<td>The bidder should have a minimum turnover of Rs.30.00 crore and Net Profit in the last 3 financial years. The bidder should have positive net worth as on 31 March 2020. In case bidder has a loss in a particular year owing to genuine reasons like take over, amalgamation or merger, the same may be indicated. The call of NABARD would be final in such cases.</td>
<td>Supporting this fact, the bidder should furnish: a) Audited annual reports last 3 years; b) CA certificate indicating Net-worth, Net Profit and Turnover details for last 3 years.</td>
</tr>
<tr>
<td>5</td>
<td>The bidder should not have been black listed by any Public Financial Institution, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect</td>
<td>Self-declaration to this effect on company’s letter head signed by company’s authorized signatory</td>
</tr>
</tbody>
</table>

Note:

1) Documentary evidence must be furnished against each of the above criteria. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

2) The Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. The criteria mentioned above is mandatory.
3) Only those who fulfil all the eligibility criteria will qualify for next phase
4) Photocopies of relevant documents / certificates duly attested by authorized signatory and company seal affixed should be submitted as proof in support of the claims made.
5) NABARD reserves the right to verify / evaluate the claims made by the Bidder independently
Chapter 4 - Criteria for Evaluation of Bids

1. The broad criteria for evaluation of the bids would be as follows:

<table>
<thead>
<tr>
<th>S No.</th>
<th>Item</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Technical Qualification</td>
<td>Compliance to RFP requirements and Technical Specifications in Annexure J</td>
</tr>
<tr>
<td>2</td>
<td>Commercial Bid</td>
<td>L1</td>
</tr>
</tbody>
</table>

Technical Bid Proposal

2. Technical evaluation of RFP response includes scrutiny of proposal to ensure that the Bidder meets the eligibility criteria, has implementation experience, solution offered complies with functional & technical specifications, etc. The bidder must comply with the Minimum Eligibility Criteria provided in Annexure-H of the RFP. Only the bids which satisfies the Minimum Eligibility Criteria shall be taken up for further evaluation.

3. The bidder must mandatorily comply with all the technical specifications provided in Annexure-J of the RFP. Only those bidders who comply with all the technical specifications will be eligible to participate in the Commercial Bid. The date and time of opening of the Commercial Bid of the technically qualified Bidders would be notified later.

4. The bidder who submits the lowest commercial quote would be declared the L1 Bidder. The work order will be issued to the selected Bidder, subject to compliance of related terms and conditions. The successful bidder shall acknowledge the receipt of the work order within 07 working 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 supply licenses within 14 days from the date of work order failing which NABARD reserves the right to forfeit EMD amount from the successful bidder.

5. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at terms that are more favourable in case such terms are offered in the industry at the time of extension of contract.

6. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

7. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.

8. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

9. 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 Bidder in the final short-list.

10. The final decision regarding selection of Bidder will be taken by NABARD.
Chapter 5 - Delivery and Payment Schedule

1) Expected Delivery Schedule

<table>
<thead>
<tr>
<th>S.No</th>
<th>Task</th>
<th>Expected period of delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Delivery and addition of licenses to VLSC Portal</td>
<td>14 days from date of issue of work order</td>
</tr>
</tbody>
</table>

2) Payment Schedule:

<table>
<thead>
<tr>
<th>SNO</th>
<th>Milestone to be achieved</th>
<th>Amount of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Delivery of Microsoft Office 365 Licenses (Adding of licenses to VLSC portal) and signing of Enterprise Agreement</td>
<td>75% of License Cost</td>
</tr>
<tr>
<td>2</td>
<td>On-boarding of all users and configuration of authentication through AD</td>
<td>25% of License Cost + 50% of Implementation Cost</td>
</tr>
<tr>
<td>3</td>
<td>Completion of Migration of mail boxes of all users from Netcore solution + Migration of Data from SharePoint / One Drive from Trial Licenses</td>
<td>50% Implementation cost</td>
</tr>
<tr>
<td>4</td>
<td>On Completion of all trainings (6 user + 2 Admin trainings)</td>
<td>100% of Training Cost</td>
</tr>
<tr>
<td>5</td>
<td>100% Attendance of Three Onsite Resources</td>
<td>Quarterly at the end of each quarter on raising of invoice</td>
</tr>
</tbody>
</table>

3) Payment terms
   a. Bids shall be quoted and payment shall be made in Indian Rupees only for the services
   b. The bids shall be quoted as per the Commercial Bid Form only. Any deviation from the format shall be treated as an invalid bid.
   c. No additional payment apart from the tender bid value will be done under any circumstances.
   d. All payments will be made by adopting electronic clearing system and electronic fund transfer.
   e. Deduction of Income Tax, Goods and Services Tax and other applicable statutory duties would be as per the extant rules/laws.
Chapter 6 - Other Important Terms and Conditions

1) Bidder's Obligations
   a. The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
   b. 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.

2) Order Cancellation / Termination of Contract
   The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time, in the event of one or more of the following conditions:
   a. Delay in supply of licenses beyond the specified periods for reasons solely ascribed to the bidder.
   b. Breaches in the terms and conditions of the Purchase Order.
   c. Failing to perform any other obligation(s) under the Contract.

3) Indemnity
   a. 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.
   b. 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.
   c. 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.
   d. 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
   e. The letter of indemnity is attached in Annexure-R.

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

c. 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.

d. "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."

5) **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.

6) **Force Majeure**

a. The Service Provider 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 Service Provider and not involving his 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.

b. If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank in writing, the Service Provider 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.

c. 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 Service Provider shall hold consultations with each other in an endeavour to find a solution to the problem.

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

7) **Changes to RFP**

a. 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.
b. 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.

c. 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.

8) 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.

9) 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.

10) 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
a. 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.

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

14) Resolution of Disputes
a. 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.

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

15) Privacy & Security Safeguard
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
a. 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.
b. 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.
c. 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
a. 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:
b. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
c. 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 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.

21) **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.

22) **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.

23) **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.

24) **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.

25) **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.

26) **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

(On the organisation Letter Head)
The Chief General Manager
Department of Information Technology, NABARD
5th floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.

Dear Sir/ Madam,

Subject: Response to RFP Ref No. ______________________________

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)
Dear Sir,

**Subject:** Authorization Letter for submitting bid documents.

REF: RFP Ref No. ______________________________

This has reference to your above RFP for procuring the Solution for a period of 5 years. 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.
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:
Annexure – D - Pre Contract Integrity Pact

(On Bond Paper Value of Rs 100/-)

Between
National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as “The Buyer”
And
…………………………………………. hereinafter referred to as “The Bidder”

Preamble

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

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

Section 1 – Commitments of the Buyer

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

   a. No employee of the Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

   c. The Buyer will exclude from the process all known prejudiced persons.

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

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

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

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

   b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in…
particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyers, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 – Compensation for Damages

(1) If the Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Buyer has terminated the contract according to Section 3, or if the Buyer is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

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

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

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors
(1) In case of Sub-contracting, the Buyer Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Buyer will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Buyer will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

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

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

**Section 8 – Independent External Monitor**

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

The Independent External Monitor appointed for NABARD is:

| Shri Subodh Kumar Goel | Shri P K Sangewar |
| Advocate & Financial Consultant | Retd. PCMM / SCR |
| 501, Tower-6 Commonwealth Games Village | H No. 12-5-65/1, Flat No 109, |
| New Delhi – 110 092 | Shri Harsha Sethuram Unique, |
|  | Vijaypuri Colony, South Lalaguda, |
|  | Secunderabad, |
|  | Telangana - 500 017 |

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

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

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

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

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

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

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

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

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

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

BUYER
Name of the Officer
Designation
NABARD

Witness
1. ______________________
2. ______________________

BIDDER
Chief Executive Officer
Organisation

Witness
1. ______________________
2. ______________________
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 an System Integrator for Request for Proposal for Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Network Switches at NABARD’s 33 Regional Offices/ Training Establishments, the scope of which is specified in Response to RFP Ref No. ______________________________ 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 term of this Agreement.

8. Entire Agreement, Amendment, Assignment

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

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

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

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the consultants to Bank shall be the property of the Bank and shall not be considered as 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.

BUYER       BIDDER
Name of the Officer      Chief Executive Officer
Designation        Organisation
NABARD

Witness       Witness
1.____________________    1.___________________
2.____________________    2.___________________

Annexure – F - 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 the 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 black list declared by any Bank, Financial Institution, Govt.’s Vendor Black List except as indicated below:
(Here give particulars of blacklisting and in absence thereof state “NIL”)

Part B. In the case of a Partnership Firm:
We hereby declare that neither we, M/s. _________________, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist declared by any Bank, Financial Institution, Govt’s Vendor Black List, except as indicated below
(Here give particulars of blacklisting and in the absence thereof state “NIL”)

Part C. In the case of Company:
We hereby declare that we have not been placed on any black list declared by declared by any Bank, Financial Institution, Govt’s Vendor Black List, except as indicated below:
(Here give particulars of black listing and in the absence thereof state “NIL”)
It is also understood that if this declaration is found to be false in any particular, NABARD shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place: Signature of Bidder: ________________________
Date: Name of Signatory: ________________________
## Annexure – H - Bidder’s Minimum Eligibility Criteria Check list

<table>
<thead>
<tr>
<th>S No</th>
<th>Criteria</th>
<th>Proof Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder must be an Indian firm/ company / organization registered</td>
<td>Copy of the Certificate of Incorporation issued by Registrar of Companies and</td>
</tr>
<tr>
<td></td>
<td>under the Companies Act</td>
<td>full address of the registered office</td>
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<tr>
<td>2</td>
<td>The bidder should be a Licensed Solution Provider of Microsoft, capable</td>
<td>OEM Authorization letter to this effect as per the Proforma given in Annexure B</td>
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<td></td>
<td>of signing Enterprise Agreement.</td>
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<td>3</td>
<td>Bidder should have experience of executing Minimum two (02) projects with</td>
<td>Copies of the order and Certificate of Completion of the work, self-attested by</td>
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<td></td>
<td>minimum 10,000 subscription licenses in last 05 years and involving</td>
<td>the authorized signatory with company seal.</td>
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<td></td>
<td>migration from Lotus Notes Mail, G-suite, Netcore, Zimbra or a similar</td>
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<td>email and/or collaboration setup to Microsoft Office 365 services in at</td>
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<td></td>
<td>least 02 projects.</td>
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<td>4</td>
<td>The bidder should have a minimum turnover of Rs.30.00 crore and Net Profit</td>
<td>Supporting the fact the bidder should furnish:</td>
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<td>in the last 3 financial years. The bidder should have positive net worth</td>
<td>a) Audited annual reports last 3 years;</td>
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<td>as on 31 March 2020.</td>
<td>b) CA certificate indicating Networth, Net Profit and Turnover details for last 3</td>
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<td>In case bidder has a loss in a particular year owing to genuine reasons</td>
<td>years.</td>
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<td>like take over, amalgamation or merger, the same may be indicated. The</td>
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<td>call of NABARD would be final in such cases.</td>
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<td>5</td>
<td>The bidder should not have been blacklisted by any Public Financial</td>
<td>Self-declaration to this effect on company's letter head signed by company's</td>
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<td></td>
<td>Institution, Public Sector Bank, RBI or IBA or any other Government</td>
<td>authorized signatory</td>
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<td>agencies during the last 3 years. Bidder must certify to that effect</td>
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</table>

**Note:** All eligibility requirements mentioned above should be complied by the bidders as applicable and relevant support documents should be submitted for the fulfilment of eligibility criteria, failing which, the Bids may be summarily rejected. Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.
Annexure – I - 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.
Dear Sir

WHEREAS the National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as NABARD, which expression shall include its successors and assigns) has invited tenders for Supply of Microsoft Software Licenses.

(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 herein 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)
Technical Specifications
All the technical specifications provided below are mandatory and the bidder has to comply with all of them. Non-compliance to one or many clauses below shall lead to disqualification of the bids.

Feature Requirements In Microsoft Office 365 Cloud Services

<table>
<thead>
<tr>
<th>Sn</th>
<th>Compliance Required</th>
<th>Yes/ No</th>
<th>Doc/Online Resource Proof</th>
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<tbody>
<tr>
<td>1</td>
<td>No Advertising</td>
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<td></td>
<td>Advertising products shall not be built out of our data or scan email or documents.</td>
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<td></td>
<td>Browser analytics should be gathered in the Microsoft Online Portal for aggregate site usage by users.</td>
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<td>2</td>
<td>No Mingling</td>
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<td></td>
<td>NABARD's data should be kept physically and logically separate from consumer services.</td>
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<td>3</td>
<td>Data Portability</td>
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<td></td>
<td>i. NABARD shall be owner of its data, and shall retain all rights, title and interest in the data stored with Microsoft Office 365. NABARD reserves its right to download a full copy of its data at any time and for any reason, without any assistance from Microsoft.</td>
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<td>ii. Upon Office 365 subscription expiration or termination, Bank should be provided with at least 90 days of access to export data.</td>
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<td>4</td>
<td>Data Limits</td>
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<td>i. NABARD's data should not be accessed for administration unless explicitly requested for operations and troubleshooting.</td>
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<td>ii. Normal personalization or communications concerning tips and advice should have no access to Bank's data.</td>
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<td>iii. Account information only must be accessed for purchase and billing questions.</td>
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<td>iv. Should not voluntarily provide law enforcement access to NABARD’s data and request for the same, if any, should be redirected to NABARD.</td>
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<td>5</td>
<td>Administrative Access</td>
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<td></td>
<td>i. Access to Bank’s data should be strictly controlled and logged and sample audits should be performed both by Microsoft and third parties to test that access is only for appropriate business purposes.</td>
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<td>ii. Limited key personnel only of the Operations Response Team may access Bank's data only as needed and by exception. Support, Engineering, and others should have no access to the data.</td>
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<td><strong>6 Right to Audit</strong></td>
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<tr>
<td>Cloud Service Provider (CSP) should provide right to audit as similar to what Bank is having with shared data centres in India. In addition: i. NABARD’s data should not cross Indian geographical boundaries (physically or logically). ii. NABARD must have “Rights to Audit” the CSP’s compliance with the agreement including rights to conduct IS Audit on the hosted tenant on periodic basis where relevant records and Bank's data is being held. iii. Audit rights for the Bank or its appointed auditor (nominee) or regulators should be integral clause in agreement. iv. Integration of all devices with Bank's SOC, if so desired by the Bank, for monitoring. v. Bank should have access/ monitoring mechanism for Privilege user access (of CSP) to cloud based systems</td>
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<td><strong>7 Data and Information Security</strong></td>
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<td>CSP shall ensure: i. Data integrity management. ii. To provide full disclosure regarding security practices and procedures as stated in their SLAs, if a public Cloud. iii. Specific identification of all controls used during the data lifecycle. iv. Appropriate controls should be defined and enforced so as to verify the location of data. Under no circumstances the data can leave the boundaries of the Country. v. To determine who should access what data, what their rights and privileges are, and under what conditions these access rights are provided and maintain a “Default Deny All” policy. vi. To define and identify the data classification. CSP to enforce the Bank’s access requirements based on data classification. vii. To encrypt data at rest and encrypt data in transit. viii. To share what compartmentalization techniques are employed to isolate Bank data from other customer’s data.</td>
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</table>
ix. Sharing of encryption management with Bank on multi-tenant storage.

x. To comply with data retention and destruction schedules/ Policy provided by Bank, CSP to certify on Bank’s request destroying all data at all locations including slack in data structures and on the media. The Bank will have right to audit this practice.

xi. Understand the logical segregation of information and protective controls implemented.

xii. Understand Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy.

xiii. Perform regular backup and recovery tests to assure that logical segregation and controls are effective.

xiv. Ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties.

xv. To provide Forensic Investigation Support as and when required by the Bank.

xvi. To comply with Bank’s Recovery Time Objective (RTO)/ Recovery Point Objective (RPO) requirement and retention policy. If required by regulators/ court/ police/ any investigation, CSP should maintain the subject data on permanent basis

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<th>8</th>
<th><strong>Solution and Process security</strong></th>
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<tbody>
<tr>
<td>i.</td>
<td>The Solution and all its constituent components should comply with following:</td>
</tr>
<tr>
<td></td>
<td>i. Meet the requirements for zoning security, and prevent direct access from the user interface layers to the database layers. It needs to follow a multi-tier deployment model to achieve this.</td>
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<td>ii. Conform to Open Web Application Security project guidelines on web application security, including protection against SQL injection, cross-site scripting, data validation for special characters etc.</td>
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<td>iii. Conform to applicable security guidelines from relevant standards. E.g. ISO/IEC 27017, ISO/IEC 20018.</td>
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<td>iv. The executable files and the source code need to be secured from unauthorized access and possible theft.</td>
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</table>
If deployed on the Cloud using native multi-tenancy features, privacy of data across tenants or entities needs to be ensured through appropriate access control mechanisms.

Should clearly log business errors and technical errors separately to support separation of duties between business users and Data Centre Operator.

User access to sensitive data needs to be controlled. Should comply with Bank's password management policy as mentioned in NABARD’s Information Security Policy.

Features like session timeouts and restricting logins to office hours should be implemented to enhance security.

Should clear sensitive data like passwords from memory immediately after it is processed.

Support for definition of users, roles, and exception management functions, is to be ensured.

Ensure well-defined user interfaces to avoid manual database updates or queries.

### 9 APIs and Data Integration

- For integration with external applications, The Solution needs to have well defined APIs and that only authorized applications can invoke such APIs.

- The Solution must have extensive audits to log all transactions and important non transactional activities.

- The Solution needs to implement maker-checker principle for activities like important business parameter updates.

- It should provide a mechanism to purge old data (after archival if required) while maintaining transactional integrity.

- It should provide a well-documented mechanism, preferably a tool for reporting important errors and taking automated actions.

### 10 IT Infrastructure Security Cloud

- Virtual environment security: It includes resource allocation, hardening of OS, VM image encryption, VM monitoring, USB disabling on VMs, VM should be kept on dedicated partition and IP addresses should not be shared.
### ii. Encryption and Key Management
Depending on sensitivity, data is to be encrypted. Transport layer encryption is to be ensured using SSL, VPN Gateway, SSH and TLS encryption. End-to-end process for managing and protecting encryption keys to be established and documented. Compliance is to be ensured on ongoing basis.

### iii. Monitoring
Devices should be integrated with NABARD SOC, if so desired, for continuous monitoring for access monitoring, threat monitoring, audit logging, system usage monitoring, protection of log information, administrator and operator log monitoring, fault log monitoring.

### Physical Security

The Cloud infrastructure including servers, routers, storage devices, power supplies, and other components that support operations, should be physically secured. Safeguards include the adequate control and monitoring of physical access using biometric access control measures and closed circuit television (CCTV) monitoring. A security plan for the physical environment should be implemented. Bank should have audit rights on complete physical setup. Data Center should have relevant standard certifications and accreditations.

### Logical Security

In a Cloud based environment where business critical data and information systems are coexisting at multiple places, logical security has a very important role in securing the data. To manage logical access, the Solution should have built-in multi-factor authentication access controls like username, password and/ or OTP, RSA Token, Biometric Authentication etc.

### Legal Issues

There are various laws like Information Technology Act, Data Privacy Act, Data Retention Directive, E-Privacy Directive, E-Commerce Directive, The Computer Fraud and Abuse Act 1984, Digital Millennium Copyright Act 1988 will be applicable to Cloud service providers and also the customers of the Cloud service. It will be mandatory to protect the data privacy as per Indian Data Privacy Law. CSP should comply with all such laws in existence currently or introduced in future by the Govt. agencies or any other regulatory body.
<table>
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<th>Overall Service Security</th>
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<td></td>
<td>The offered solution shall provide protection against all email threats, including spam, spyware, phishing, Denial of Service, Directory Harvest Attacks, Virus attacks, Mass Mailer Attacks etc for all inbound and outbound traffic from Internet and from Mail Server.</td>
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<tr>
<td>15</td>
<td>Service Up-time</td>
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<td>The SaaS service to be backed by an SLA guaranteeing uptime of 99.95% +</td>
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<tr>
<td>16</td>
<td>Certifications</td>
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<td></td>
<td>The solution is based on Cloud Certifications for e.g. SAS70, ISO 27001, SSAE16, CSA STAR, ISO 27018 - GDPR, certification for NOC, development and production environment</td>
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<tr>
<td>17</td>
<td>Integration</td>
</tr>
<tr>
<td></td>
<td>The offered solution must be on cloud- SAAS and easy integration with all Office 365 cloud services elements without customer investing anything on the infrastructure.</td>
</tr>
<tr>
<td>18</td>
<td>Cloud Service</td>
</tr>
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<td>The offered solution shall be security hardened platform available on the cloud and be available as a service.</td>
</tr>
<tr>
<td>19</td>
<td>Whitelisting and Blacklisting</td>
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<tr>
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<td>The offered solution shall support User level and domain level white listing and blacklisting.</td>
</tr>
<tr>
<td>20</td>
<td>Whitelisting/ Blacklisting policy</td>
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<tr>
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<td>The offered solution shall apply Whitelisting/Blacklisting policy globally on system level which shall be managed centrally.</td>
</tr>
<tr>
<td>21</td>
<td>Quarantine access</td>
</tr>
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<td>The offered solution shall describe end user self-service features for the configuration of Spam controls, White listing and Black listing, Quarantine access, Spam threshold management.</td>
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<td>22</td>
<td>Content Analysis</td>
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<td>The offered solution shall be capable to do content analysis.</td>
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<td><strong>Mail Traffic Management</strong></td>
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<td>The offered solution shall apply the throttling globally on incoming and outgoing email traffic</td>
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<th><strong>Phishing attacks</strong></th>
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<td>The Bidder shall describe in detail the approaches and methodologies to detect and prevent phishing attacks</td>
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<td>The solution will have phishing education to help users adopt best practices and identify those who need additional training to improve their security awareness.</td>
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<td>The Bidder shall ensure the offered solution shall provide ALL types Phishing based protection.</td>
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<th><strong>Subscription Services</strong></th>
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<td>The offered solution must support and bidder should offer the following subscription: Advanced zero-day threat protection – multi-scan engine enabled sandbox with minimum 15 mb file size limitation with 24 x7 support Email Compliance includes, attachment filtering, classified word blocking, filter types blocking, dictionary word blocking etc. Email Encryption service should be supported in case of requirement this can be purchased.</td>
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<th><strong>Protection against Phishing</strong></th>
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<td>The offered solution shall describe the mechanism and methodology to protect the subscribers (Residential and Business) against all types of phishing attack including but not limited to:</td>
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<tr>
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<td>(a) Bulk Phishing,</td>
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<td>(b) Spear Phishing,</td>
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<td></td>
<td>(c) Clone Phishing,</td>
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<td></td>
<td>(d) Whaling and Inline Frame</td>
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<td>The offered solution shall have machine learning algorithms to detect phishing attacks, thereby ensuring they are blocked from end users’ inboxes.</td>
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<td>The offered solution shall have the ability to separately categorize phishing spam, and enabling to take action such as drop/discard or quarantine the message for end users. (end users should get an email every morning with summary of spam emails to action)</td>
</tr>
</tbody>
</table>
The Bidder shall ensure that offered solution shall provide Targeted Attack Protection and the ability to address Spear Phishing attacks.

The Bidder shall clearly state the spam traps (honey pot and E-mail traps), if required, to detect the spam and phishing attack.

The Bidder shall ensure that any seeding of spam traps, if required, to be done by the vendor.

The offered solution shall disable all hyperlinks in email from un-trusted sources.

The offered solution shall capable of tracing the origin of phishing messages.

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<tr>
<th>27</th>
<th><strong>Mail Security</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Eliminates threats before they reach the corporate firewall with multi-layered, real-time anti-spam and multi-engine anti-malware protection.</td>
</tr>
<tr>
<td></td>
<td>Protects IP reputation by using separate outbound delivery pools for high-risk emails</td>
</tr>
<tr>
<td></td>
<td>Quarantine mechanism for managing emails with potential risks by both administrators and end-user is available</td>
</tr>
<tr>
<td></td>
<td>Should provide the following:</td>
</tr>
<tr>
<td></td>
<td>1. Provides inbound and outbound proxy MTA services for existing email gateways (office 365)</td>
</tr>
<tr>
<td></td>
<td>2. Simple DNS MX record change redirects email to the system for spam and antivirus scanning.</td>
</tr>
<tr>
<td></td>
<td>The appliance own the destination IP address of the SMTP sessions</td>
</tr>
<tr>
<td></td>
<td>The Bidder shall indicate the compliancy of the offered solution with SMTP and ESMTP header, and the Bidder shall indicate that solution accepts both SMTP and ESMTP connection with full functionality of SMTP and ESMTP.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>28</th>
<th><strong>Other Security features</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The offered solution shall support TLS and S/MIME Encryption for MTA to MTA communications.</td>
</tr>
<tr>
<td>The Bidder shall ensure queuing decision is only taken at delivery time if the destination MTA is not reachable.</td>
<td></td>
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<tr>
<td>---</td>
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</tr>
<tr>
<td>The offered solution shall able to create different channel (path or connector) based on message's source and destination.</td>
<td></td>
</tr>
<tr>
<td>The offered solution shall able to apply the policy (throttling, rewriting, resources allocation) on per channel based.</td>
<td></td>
</tr>
<tr>
<td>The offered solution shall able to queue, schedule and retry housekeeping message queue.</td>
<td></td>
</tr>
<tr>
<td>The offered solution shall be able to route the message based on LDAP dynamically and statically for a domain/IP or range of IP.</td>
<td></td>
</tr>
<tr>
<td>The offered solution shall support Local sender reputation list (local IP scores) based on following but not limited to:</td>
<td></td>
</tr>
<tr>
<td>1. Number of Viruses Sent</td>
<td></td>
</tr>
<tr>
<td>2. Amount of Spam Sent</td>
<td></td>
</tr>
<tr>
<td>3. Number of Bad Recipients</td>
<td></td>
</tr>
<tr>
<td>4. Number of Phishing Sent</td>
<td></td>
</tr>
<tr>
<td>5. Number of unsuccessful login attempt</td>
<td></td>
</tr>
<tr>
<td>The Bidder shall ensure the local list can include public and private IP addresses and allow to quickly adapt incoming and outgoing spam and phishing detection based on local environments.</td>
<td></td>
</tr>
<tr>
<td>The offered solution shall support (Inbound and Outbound):</td>
<td></td>
</tr>
<tr>
<td>1. IP reputation based on Received header.</td>
<td></td>
</tr>
<tr>
<td>2. Extensive Heuristic Spam Filters.</td>
<td></td>
</tr>
<tr>
<td>4. Attachment Content filtering</td>
<td></td>
</tr>
<tr>
<td>5. Content fingerprinting</td>
<td></td>
</tr>
<tr>
<td>6. Deep Email Header Inspection</td>
<td></td>
</tr>
<tr>
<td>7. Spam URI Real-time Block List (SURBL)</td>
<td></td>
</tr>
<tr>
<td>8. Banned Word Filtering</td>
<td></td>
</tr>
<tr>
<td>9. Spam Image Analysis Scanning</td>
<td></td>
</tr>
<tr>
<td>10. Hide/Block Images from Untrusted Sources</td>
<td></td>
</tr>
<tr>
<td>11. 3rd Party RBL and DNSBL support (m)</td>
<td></td>
</tr>
<tr>
<td>12. Forged IP Checking</td>
<td></td>
</tr>
<tr>
<td>13. Graylist Checking</td>
<td></td>
</tr>
<tr>
<td>14. Bounce Address Tag Validation (BATV)</td>
<td></td>
</tr>
<tr>
<td>15. Domain Keys</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td></td>
<td>(r) Malformed attachment detection(s) Anti-malware policy configuration capabilities(t) Following denial-of-service protection:u) Denial of service (mail bombing)v) Recipient address attackw) Reverse DNS check (anti-spoofing)x)should support DLP for all the incoming and outgoing mail trafficy) should support URL filteringz) should have an option to support email spooling and should provide email send/receive/mail draft feature over cloud in case of disaster</td>
</tr>
</tbody>
</table>

Solution should be able to provide the report export capability along with drop and drag capabilities for ease of management   |

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<table>
<thead>
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<tbody>
<tr>
<td><strong>29</strong></td>
<td><strong>LDAP support</strong></td>
</tr>
</tbody>
</table>

The offered solution shall support email/recipient validation via LDAP lookups on real-time. The offered solution shall support LDAP for domain configuration. LDAP can be used for central repository for domain configuration and the solution must support:

29   |

(a) LDAP for mail routing on a per active domain basis
(b) LDAP for mail routing on a per active user basis
(c) LDAP for antispam service level on a per user basis
(d) LDAP for antispam service level on a per domain basis.
(e) The system should reject emails for users that do not exist or have their status set to inactive.

<p>| | |</p>
<table>
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<th></th>
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</thead>
<tbody>
<tr>
<td><strong>30</strong></td>
<td><strong>Scanning capabilities</strong></td>
</tr>
</tbody>
</table>

The offered solution shall ensure the following scanning capabilities:

(a) Be able to scan compressed and attached files in any format including zipped files.
(b) Be able to indicate the depth and levels of zipped or any format compressed files that can be scanned.
(c) Be able to read the header of the file and not the extension of the attachment.
(d) Be able to scan and identify embedded objects.
(e) Be able to provide scanning for message send from EIM’s Webmail.

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<th></th>
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</thead>
<tbody>
<tr>
<td><strong>31</strong></td>
<td><strong>Filtering Spam</strong></td>
</tr>
</tbody>
</table>
The Bidder shall clearly mention the action taken for infected message such as:
(a) Drop the message silently
(b) File the message to a filter such as “spam”,
(c) Tag the messages such as subject Add header

The Bidder shall mention the action based on email addresses, IP addresses, or domains.

The Bidder shall clearly state the effectiveness in percentage for Spam and Phishing detection provided by the offered solution.

The offered solution shall include all module of the engine to provide optimum accuracy, feature and performance.

The offered solution shall be able to scan and block new type of spam and phishing message.

False positives are legitimate messages incorrectly identified as spam; the Bidder shall clearly mention the percent of false positives.

The offered solution shall enable both end users and administrators to report/submit false positives and false negative.

The Bidder shall ensure that the solution shall analyze each submitted message and tunes the spam/phishing filters accordingly to prevent future occurrences.

### Definition Updates

The Bidder shall indicate the mechanism used for spam and phishing update, whether it is PULL or PUSH.

The offered solution shall handle Automatic update for new definition with the mechanism specified.

The Bidder shall ensure that the administrator shall be able to set the frequency at which the software downloads the updates in at least one of two ways:
(a) using automatic updates
(b) setting a specific update interval

### URL filtering
The offered solution shall be capable of knowing an outbreak like behaviour or any new code/URL which could be used for email security threats and phishing.

<table>
<thead>
<tr>
<th>34</th>
<th>Sandboxing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Must support multi engine sandbox</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>35</th>
<th>VAPT scanning</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The OEM of the proposed solution should allow to run VAPT scans on the provided infrastructure and fix the VAPT finding observed by SBICAP external auditors. Please give your remark for this facility</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>36</th>
<th>Disaster recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Disaster recovery site provisions in case the primary site is failed</td>
</tr>
<tr>
<td></td>
<td>Capability to send and receive emails for NABARD officer in case Microsoft Office 365cloud has any issue in accessing.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>37</th>
<th>Data Backup</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Data Backup Strategies and retention and recovery cycles of the data</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>38</th>
<th>Unique Features if any</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bidder may give Unique features of the proposed solution</td>
</tr>
</tbody>
</table>

**Bill of Material**

Detailed Bill of Material indicating the version and part number of software to be tabulated as a part of the technical bid.

Authorised Signatory of the Bidder with Seal
Date:
Place:
Annexure - K - 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>Pin Code</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:

<table>
<thead>
<tr>
<th>Bidder Name in Bank Account</th>
<th>Bank Name</th>
<th>Branch Name</th>
<th>Branch Place</th>
<th>Branch City</th>
<th>PIN Code</th>
<th>Branch Code</th>
<th>PIN Code</th>
<th>Branch Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account type</th>
<th>Saving</th>
<th>Current</th>
<th>Cash Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

as appearing in the Cheque book

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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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

(Signature of the Authorized Official from the Bank’s)
Date :
### Annexure – L - Commercial Bid

<table>
<thead>
<tr>
<th>S.N</th>
<th>Description</th>
<th>Unit Price</th>
<th>GST</th>
<th>Total Unit Price</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Office 365 Enterprise E3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Office 365 Enterprise E1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3100</td>
</tr>
<tr>
<td>3</td>
<td>Office 365 Enterprise F3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3500</td>
</tr>
<tr>
<td>4</td>
<td>Exchange Online Archiving</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6500</td>
</tr>
<tr>
<td>5</td>
<td>Advance Threat Protection</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6600</td>
</tr>
<tr>
<td>6</td>
<td>One time Implementation Cost</td>
<td>xxx</td>
<td>xxx</td>
<td>xxx</td>
<td>xxx</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Training Cost</td>
<td>xxx</td>
<td>xxx</td>
<td>xxx</td>
<td>xxx</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>One Admin Resource Cost for 12 months</td>
<td>xxx</td>
<td>xxx</td>
<td>xxx</td>
<td>xxx</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Two SharePoint developer resource cost for 12 months</td>
<td>xxx</td>
<td>xxx</td>
<td>xxx</td>
<td>xxx</td>
<td></td>
</tr>
</tbody>
</table>

**Grant Total**

**Amount in words**

i. Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as vendor, in conformity with the said Bid Documents at rates mentioned above.

ii. All Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.

iii. Applicable taxes would be deducted by the Bank at source, if any, as per prevailing rates.

iv. The unit price quoted shall remain fixed for a period of 1 year for all additional licenses procured and for each SKU.

v. If there is any downward revision of price, it will be passed on to NABARD without any delay.

vi. In case of discrepancy between unit price and total price, the unit price shall prevail.

vii. The unit / total price of the equipment has been rounded off to the nearest rupee.

viii. For the above, any decision of Bank, in this behalf shall be final, conclusive and binding on bidder.
Annexure- M - Escalation Matrix

1. Name of Bidder: ______________________________________

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name</th>
<th>Designation</th>
<th>Full Office Address</th>
<th>Phone No</th>
<th>Mobile No</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>First Level Contact</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Second Level Contact (if response is not received in 24 Hours)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regional /Zonal Head (if response is not received in 48 Hours)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Country head (if response is not received in 1 week)</td>
<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- N - 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 __________, 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
Bidder's representative of local office at Mumbai will be the contact point for the Bank. 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>
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<tr>
<td>2</td>
<td></td>
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</tbody>
</table>
Annexure – P – Service Level Agreement (SLA)
FOR PROCUREMENT OF “MICROSOFT OFFICE 365 LICENSES”

This Service Level Agreement (hereinafter referred to as the “SLA/Agreement”) is executed on this __________ Day of ______________ (month & year)

BY AND BETWEEN

National Bank for Agriculture and Rural Development (NABARD) a body corporate established under the Act of Parliament i.e., National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, Block G, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 represented herein by its Authorised Representative Shri ________________, (Name, Designation & Department) (hereinafter referred to as “NABARD” which expression shall mean and include its successors, permitted assigns and nominees) of the ONE PART

AND

______________________________, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _________________________, together with its Affiliates and represented herein by its Authorised Signatory, (Shri ________________, (name, designation & vertical or division, etc.) hereinafter referred to as “___________” (short name of company), which expression shall mean and include its successors, assigns and nominees) of the OTHER PART

and NABARD shall, wherever the context permits, be hereinafter jointly referred to as the “Parties” and individually as “Party”.

WHEREAS

NABARD is a body corporate having its Head Office at Mumbai and regional offices all over India and has issued a Request For Proposal (hereinafter referred to as “RFP”) vide ref No._________________________ dated ________________ for supply, customization, deployment, support and maintenance of ________________ (name of software), which includes provision of (a) Post Implementation Support in the form of Help Desk Management, License Management, Support and Change Management; and (b) delivery of desired Service Levels to provide quality customer service to NABARD as per the scope of work of the RFP

In response to the said RFP of NABARD, ____________ (short name of company) submitted its Proposal to implement the System for meeting the functional requirements of NABARD and to provide Post Implementation Support at the desired Service Levels as specified in the RFP.
_________ (short name of company) hereby agrees to provide Implementation Support at the desired Service Levels for _________ (name of software) as per terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the Parties hereto for a Service Level Agreement as under:

1. **Definitions**
   
   1.1. "SLA" – SLA means this Service level Agreement which defines the services provided, the indicators associated with these services, acceptable and unacceptable service levels, liabilities on the part of the Parties and actions to be taken in specific circumstances.
   
   1.2. "Bank" – Bank or NABARD is referred who is the final beneficiary of the SLAs and related agreements
   
   1.3. "Vendor" means any Company or individual who bids for EOI/RFP/RFQ issued by NABARD
   
   1.4. "Equipment" means any physical appliance that requires installation at the Bank premises
   
   1.5. "The software" means the any tools deployed either Off-the-shelf purchase or developed for the purpose of NABARD by any Vendor
   
   1.6. "Application Development” means any tools developed on the specific needs of Bank for any internal or external use
   
   1.7. “Service” means any installation, support which makes good of failed service either pre agreed or requested by NABARD
   
   1.8. "Support" means implementation support in the form of supply, installation, implementation, commissioning, maintenance of the software and maintenance of the desired Service Levels to provide quality customer service to NABARD.
   
   1.9. “Consumables” means any items purchased to run the IT operations and make end user productive
   
   1.10. “Effective Date” means the date on which the Agreement begins, which is the date written below by the last Party to sign the Agreement
   
   1.11. “Scheduled Business Operation Hours” of NABARD is from 8:00 AM to 8:00 PM (IST) from Monday to Friday.
   
   1.12. "Response Time" means the elapsed time between the receipt of a Support Call and the target time within which Vendor Support as verified by a written confirmation to NABARD
   
   1.13. "Resolution Time" means the time between the receipt of a Support Call and the target time within which Vendor resolves the issue as verified by a written confirmation to NABARD.
   
   1.14. "Support Term" is the period starting from the date of this Agreement, consisting of (a) warranty duration, and (b) post-warranty Annual Maintenance of
duration for the delivery of Support. It will also mean such further extensions or renewals undertaken in accordance with this Agreement.

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

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

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

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

2. Scope of document

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

This Agreement shall ensure the following:

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

2.1. Support

1. Comprehensive Support for the all the cloud services components availed by the Bank shall be provided during the active contractual period.

2. In the event of discontinuation of the Cloud Services, the necessary support shall be extended up to 90 days from the date of discontinuation of the Cloud Services or until the migration/transfer of all the data from the Microsoft Cloud whichever occurs earlier.

3. Support for all the cloud services components shall be provided on 24 x 7 x 365 basis with the standard response and resolution mechanisms. The Support shall include all operations related to provisioning and availability of all availed cloud services

2.2. Service Delivery

1. An Enterprise Agreement has to be signed between the OEM and NABARD relating to all the licenses availed by the bank for cloud services

2. The OEM shall achieve and maintain the Service Levels for each Service as described in the most current version of Service Level Agreement for Microsoft Online Services

3. The OEM shall ensure an uptime of 99.9% failing which suitable service credits should be provided as specified in the Microsoft Online Services SLA.
2.3. **Audit Services**

1. The Service Provider shall permit audit of the processes involving the services being provided by NABARD or its regulators, viz. RBI, Cert-In, NCIIPC, or by auditors appointed by NABARD and the service provider shall submit such certification as may be required by such Auditors to NABARD. The vendor and or his / her/their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the NABARD. No Audit or inspection will be allowed till Service Provider has received at least 7 business days’ prior written notice for Audit or inspection conducted by NABARD, while prior notice may not be given for Audit or inspection conducted by Regulatory authority.

2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the NABARD or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/resolve the same, after mutual discussion with NABARD. It is also agreed that the Service Provider shall provide certification of the auditor to the NABARD regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

3. The NABARD reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the NABARD.

2.4. **Manpower hiring**

1. Vendors shall deploy personnel at Bank premises for executing services as per agreement at Bank location on continuous basis or on need basis.

2. Manpower may be deployed for development of application on Sharepoint or other apps available on the Microsoft 365 platform as also fix bugs that may be identified in the course of usage of the applications.

3. All resources specially engaged for providing support and other services related to Exchange Online, SharePoint Online and other such services shall hold Microsoft Certifications for managing such services and also carry adequate experience ie., minimum of 2 years in providing similar service.

4. Any change of resources shall be notified to the bank along with the work experience and the certifications held by the resources.

2.5. **Training services**

1. Vendor to offer training to NABARD’s employees as defined in the RFP on the software covering features, facilities, operations, implementation, trouble shooting, system administration, audit, MIS including report generation, etc.
2. Vendor provided handholding support during pre and post implementation and rollout phases with the minimum number of competent support persons for the minimum period as specified in the RFP.

2.6. Performance Measurements

1. Monitoring, tracking and providing reports on performance parameters as described in this clause during the Warranty and Support period

2. Providing services based on timelines and completion of the same as indicated in the RFP or as per the mutually agreed terms.

3. Type of support mode

3.1. Support mode

The proposed scope of type of Support and mode to be provided by Vendor

<table>
<thead>
<tr>
<th>Support mode</th>
<th>Description</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td>Auto trigger of eMail or user raised request by eMail to designated eMail ID</td>
<td>As applicable</td>
</tr>
<tr>
<td>Call</td>
<td>Call the specific service number for logging any issue, follow up or escalation</td>
<td></td>
</tr>
<tr>
<td>Chat</td>
<td>Support request by chat, if available</td>
<td></td>
</tr>
<tr>
<td>Visit</td>
<td>Service Engineer visiting the site for resolution of concern</td>
<td></td>
</tr>
<tr>
<td>Remote Support</td>
<td>Provide remote access by VPN for authorized personnel for immediate remediation or be available on call</td>
<td>Need based</td>
</tr>
<tr>
<td>Direct Support from OEM</td>
<td>A provision to raise issues or complaints related to the cloud services directly with the OEM shall also be made available</td>
<td></td>
</tr>
</tbody>
</table>

3.2. Support Window

<table>
<thead>
<tr>
<th>Support window</th>
<th>Description</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Window</td>
<td>Time defined for any service requests for remediation</td>
<td>Email 24Hrs, Call – 9 AM to 6 PM</td>
</tr>
<tr>
<td>Support days</td>
<td>Time defined for any service requests for remediation</td>
<td>24 x 7 (Excluding Holidays &amp; Sundays unless any administrative exigencies arise)</td>
</tr>
</tbody>
</table>

4. Support Escalation

All incidents that exceed the response time will be escalated to the escalation contacts listed below for Bank and Vendor
Any change in the escalation contacts will be mutually discussed and agreed upon by the Parties.

5. **Penalties**

   **Penalties for not maintaining the desired service levels**

   1. For every month of delay attributable to delivery of Microsoft Office 365 Licenses, a penalty @ 5% of the order value or based on the table below may be imposed.

   2. For every month of delay attributable to completion of migration of mailboxes to Exchange Online, a penalty @ 5% of the order value or based on the table below may be imposed.

   3. Vendor 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.

   4. For any service outage (non-availability of services), adequate Service Credits as outlined in the Service Level Agreement for Microsoft Online Services (Aug 1, 2020) shall be provided at the end of the year/service period.

5. Total of such penalties shall not exceed

   i) **10%** of the software cost of the project for 5 years.

6. **Periodic Review Process**

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

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

   The SLA will be reviewed 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.

7. **Exclusions**

   The Parties agree that the Support services will be provided only on the OEM Licensed products and services thereof and Vendor shall not support software that is altered or modified independently by NABARD, or any combination of any with other services,
which are not covered under the SLA Agreement.
Support by Vendor shall not include, by default but may provide at additional cost, if solicited by Bank
a) the restoration of any service that has been lost due to the failure of NABARD
b) the correction of any error, malfunction or fault in the Software due to a failure on the part of NABARD to operate the System in accordance with the Technical Documentation provided by Vendor.
c) the correction of any error, malfunction or fault in the Scope due to any accident or disaster affecting the system on which the System is located.
d) the correction of any error due to input error from any other software that is/has been interfaced with the Licensed Software.

8. **Support by NABARD**

Vendor’s provision of Support to NABARD is subject to the following terms and conditions:
a) NABARD shall provide supervision, control and management of the use of the Services. In addition, NABARD shall implement procedures for the protection of information and the implementation of procedures in the event of errors or malfunction of the equipment.
b) NABARD shall document and promptly report all detected errors or malfunctions of the software to Vendor. 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 Vendor.
c) NABARD shall adhere to the terms and conditions of the License Agreement.
d) NABARD shall not request, permit or authorize anyone other Vendor to provide any maintenance services without the consent of the original Vendor during the currency of this contract.
e) NABARD shall appoint one individual who is knowledgeable in the IT operations to serve as primary contact between NABARD and Vendor regarding the registry and report of Support Calls. The names of the said person shall be promptly intimated to Vendor. All of NABARD's Support inquiries shall be initialized through these contacts.
f) NABARD shall annually review the financial and operational condition of the service provider to assess its ability to continue to meet outsourcing obligations.

9. **Additional Services**

a) Vendor may provide additional services such as advisory and consultancy on such terms and conditions as may be mutually agreed between the parties. These services will be made available on a time and materials basis.
b) Bank regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the **Cloud Services setup**. The Vendor shall pursue with the OEM to make suitable changes as per the recommendations emerging from VAPTs
emerging within the contract period. The vulnerabilities so identified may be fixed by the vendor within the predefined timeline as follows:

- All Critical & High category Vulnerabilities – Within 30 days of informing
- All Medium Category Vulnerabilities – Within 45 days of informing
- All Other category vulnerabilities – Within 90 days of informing

(c) In cases of Vendor dealing with applications hosted over third-party infrastructure outside NABARD DC, necessary logs generated by the applications to be provided by the vendor to the Bank on a quarterly basis or whenever needed by the Bank (whichever is earlier).

10. Intellectual Property and Confidentiality

i. All data captured and reported by Vendor to the Bank in connection with terms of this agreement shall be deemed to be “Confidential Information” for the purpose of this clause and cannot be disclosed by Vendor without written consent of Bank. Likewise, any information provided by Bank in terms of this agreement shall also be deemed to be ‘Confidential Information’ for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to Bank) should be returned back to the other party. Likewise, the data captured by Vendor and retained by Vendor is purely for providing service and based on the agreement entered into with the Bank. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Vendor will be property of the Bank. The Provision of Confidential Information shall survive termination or expiration on this agreement.

ii. Vendor 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.

iii. Bank or its affiliates will not use any available decoder for decoding the .exe file for the mobile application shared by Vendor and use the software code thus obtained for any purpose.

11. Subcontracting and Assignment

a) Vendor may engage the services of sub-contractors to perform any of its duties with prior written permission of NABARD. Unless otherwise agreed in writing, no subcontracting of such duties shall relieve Vendor of responsibility for their due performance.

b) A copy of contract details entered between Vendor and sub-contractor to be made available by the vendor to NABARD within 30 days of engaging the sub-contractor.

c) Vendor agrees that it shall not transfer/assign to any of its rights and/or obligations under this agreement to any entity including affiliates without the prior written permission from NABARD.

d) If the parties undergo a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this agreement shall be considered to be
transferred to the new entity and such an act shall not affect the rights and obligations under this Agreement.

e) NABARD, including its’ auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another vendor.

f) The Vendor shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, background checks and other due diligence to examine their antecedents and ensure their suitability for such engagement. The vendor shall retain the records of such verification and shall produce the same to the Bank as and when requested.

12. **Limitation of Liability on SLA breaches**

Vendor liability to meet the SLAs is limited to 20% cost of agreement *(may be revised as - 10% of the annual licenses and services cost)* during the year of warranty period and later the total AMC cost of duration of the AMC period in which the liability event occurred. Vendor 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 Vendor has knowledge of the likelihood of such damages.

13. **Representations and Warranties of NABARD**

i. NABARD hereby represents and warrants to the________ (short name of the company) as follows:
   (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
   (b) It has taken all necessary actions under Applicable Law to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
   (c) It has the financial standing and capacity to perform its obligations under the Agreement;

ii. This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms thereof;

iii. (e) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

iv. there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach
of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;

v. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the (short name of the company)’s ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.

14. **Representations and Warranties of the (short name of the company)**

The___________(short name of the company) hereby represents and warrants to the Buyer as follows:

(i) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(ii) It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(iii) This Agreement has been duly executed by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(iv) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(v) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasijudicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

(vi) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(vii) it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
(viii) no representation or warranty by it contained herein or in any other document furnished by it to the Buyer or to any government instrumentality in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
(ix) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the Buyer in connection therewith.

15. **Warranties post SLA expiry**

VENDOR 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 Vendor to expect in all the circumstances post the SLA expiry.

16. **Notices**

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

17. **Indemnification**

The Vendor shall, at his own expense, defend and indemnify Bank against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Vendor’s) employees or agents or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Vendor and against any and all claims by employees, workmen, contractors, sub-contractors, Vendor, agent(s), employed/engaged otherwise working for the Vendor, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

The Vendor shall indemnify, protect and save Bank 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 Vendor, its employees or its agents in the performance of the services provided by this agreement,

ii. breach of any of the terms of this Tender or breach of any representation or warranty by the Vendor,

iii. Use of the deliverables and or services provided by the Vendor.
iv. Infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

The Vendor shall further indemnify Bank against any loss or damage to Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Vendor's employees or representatives.

18. Termination of Support Services

This agreement can be terminated only as per the sub-clauses mentioned below:

a. Termination clauses applicable after completion of 12 months of completion of the agreement from the date of signing.

b. Either party shall be entitled to terminate this agreement by issuing notice in writing of not less than 30 (thirty) days to the other party.

c. Termination in all circumstances will mean a proper transition with data transfer in a readable format along with all knowledge documents. Transition to take at least a month unless extended by mutual consent.

19. Dispute Resolution

Any dispute, difference or claim arising out of or in connection with the Agreement which is not resolved amicably shall be decided in accordance with the dispute resolution procedure as set out in the RFP.

20. Miscellaneous

1. This agreement shall be effective for a period of ................. years from ................. to ................. ("Term") unless terminated as per the clause provided in this agreement.

2. All the terms and conditions stipulated in the RFP .................... dated ......................regarding ................................................................. are considered as part and parcel of this agreement.

3. Any provision in this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and is signed by both the parties to this Agreement; in the case of an amendment by each party, or in the case of waiver by the Party against whom the waiver is to be effective.

4. Either party or its employees and representatives shall not use the name and/or trademark/logo of the other party in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of the other party.

5. Terms of Payment and Penalties. In consideration of the Services and subject to the provisions of the RFP and this Agreement, the Bank shall pay the amounts in accordance with the Terms of Payment Schedule of the Purchase Order.

6. Vendor shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.

7. Vendor will not release any factual information concerning these SLAs Agreement.
to any person/news media without prior permission of NABARD.

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

THIS AGREEMENT shall be executed in two numbers, one will be kept with NABARD and the other with ____________ (short name of company).

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

**NABARD**

_______________(name of company)

Signature:_____________   Signature:________________________

Name :   Name:
Title :   Title :
Place :   Place :
Date :   Date :

**WITNESS**

Signature : ________________   Signature : ____________________

Name  :    Name  :
Address  :     Address :

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.
Annexure – Q - Pre Bid Queries Form

Clarifications required:
(Clarification/queries to be submitted in word document 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>
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<td></td>
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</tr>
</tbody>
</table>
Bidder’s should submit following documents as part of Technical & Commercial Bid

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

Documents to be submitted by Successful Bidder

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Documents to be submitted by Successful Bidder</th>
<th>Annexure</th>
<th>Enclosed Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Escalation Matrix</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Letter Of Indemnity And Undertaking</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Service Support Form</td>
<td>O</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Service Level Agreement</td>
<td>P</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.

-----------------------------------------End of the Document---------------------------------