

S N	Clause in RFP	Page No	Existing clause	Modified clause
1	2.1	7	Bank intends to procure the IT Service Management (ITSM) and IT Asset Management (ITAM) solutions along with commissioning, installation, implementation, maintenance, monitoring & management etc., which include modules like Ticketing processes, Process flow Management, Capacity Management, Server management, Database Management, Storage Management, Configuration management, Patch Management Solution, Inventory Management Solution, Network Management and Automation Solution, HCI (Hyper Converged Infrastructure) Management, SDDC maintenance and management and clustered servers., Backup and Storage management, mNetworking, Firewall, NAC, Wi-Fi, ILL, MPLS, IFTAS and SDWAN maintenance and management, warranty support of all devices.	Bank intends to procure the IT Service Management (ITSM) and IT Asset Management (ITAM) solutions along with commissioning, installation, implementation, maintenance, monitoring & management etc., which include modules like Ticketing processes, Process flow Management, Capacity Management, Server management, Database Management, Storage Management, Configuration management, Patch Management Solution, Inventory Management Solution, Network Management and Automation Solution, HCI (Hyper Converged Infrastructure) Management, SDDC maintenance and management and clustered servers., Backup and Storage management, Networking , Firewall, NAC, Wi-Fi, ILL, MPLS, IFTAS and SDWAN maintenance and management, warranty support of all devices.
2	11.9.1	87	The successful ITSM Service Provider(s) shall provide performance security in the form of a performance bank guarantee from a scheduled commercial bank for an amount equivalent to 10% of the Contract Price ("Performance Bank Guarantee / PBG").	The successful ITSM Service Provider(s) shall provide performance security in the form of a performance bank guarantee from a scheduled commercial bank for an amount equivalent to 3% of the Contract Price ("Performance Bank Guarantee / PBG").
3	9 Liquidated Damages	83	Except as otherwise provided under the SLA for any non-performance or delay in performance of obligations by the ITSM Service Provider, if the Service Provider fails to deliver any or all of the Deliverables or perform the Services within the time period(s) specified in the	Except as otherwise provided under the SLA for any non-performance or delay in performance of obligations by the ITSM Service Provider, if the Service Provider fails to deliver any or all of the Deliverables or perform the Services within the time period(s) specified in the

			Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of total Contract Price per week of delay until actual delivery or performance, subject to maximum deduction of 10% of the total Contract Price and shall be entitled to invoke the guarantees furnished by the bidder to the extent of the liquidated damages applicable.	Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of delayed services or deliverables per week of delay until actual delivery or performance, subject to maximum deduction of 10% of the total Contract Price and shall be entitled to invoke the guarantees furnished by the bidder to the extent of the liquidated damages applicable.
4.	10.7.3.	86	In the event Bank terminates the Contract in whole or in part for any reason, Bank may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the ITSM Service Provider shall be liable to Bank for any excess costs for such similar systems or services. However, the ITSM Service Provider shall continue the performance of the Contract to the extent not terminated.	In the event Bank terminates the Contract in whole or in part for any reason, Bank may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the ITSM Service Provider shall be liable to Bank for any excess costs for such similar systems or services. However, the ITSM Service Provider shall continue the performance of the Contract to the extent not terminated; provided such excess cost is solely attributable by the Bidder
5	10.10.2	87	The ITSM Service Provider shall assist NABARD in undertaking the User Acceptance Test for each Deliverable. The User Acceptance Test shall comprise of : (i) Function test (ii) robustness test (iii) integrity test (iv) capacity and response time test (v) review of all Documentation (vi) installation test and (vii) test of operating procedures, as applicable to the relevant Deliverable. In the event any Deliverable is not in accordance with the Technical Architecture and Scope, or is defective in any way, or are otherwise not to	NABARD will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure). The ITSM Service Provider shall assist NABARD in undertaking the User Acceptance Test. In the event any Deliverable is not in accordance with the Technical Architecture and Scope, or is defective in any way, or are otherwise not to the satisfaction of NABARD, then within 30 (thirty) days from such delivery, NABARD shall notify the selected ITSM Service Provider of the same (" Defect Notice "). ITSM

			<p>the satisfaction of NABARD, then within 30 (thirty) days from such delivery, NABARD shall notify the selected ITSM Service Provider of the same (“Defect Notice”). ITSM Service Provider shall, upon receipt of such Defect Notice from NABARD, promptly and in any event no later than 4 (four) days from the date of the Defect Notice, replace the relevant Deliverable specified in the Defect Notice, at its own cost and expense. Any Deliverable delivered by the selected ITSM Service Provider to NABARD in replacement of any previously delivered Deliverable shall undergo the same process as set out above with respect to verification of defect and replacement. The results of the User Acceptance Test shall be recorded in writing.</p>	<p>Service Provider shall, upon receipt of such Defect Notice from NABARD, promptly and in any event no later than 4 (four) days from the date of the Defect Notice, replace the relevant Deliverable specified in the Defect Notice, at its own cost and expense. Any Deliverable delivered by the selected ITSM Service Provider to NABARD in replacement of any previously delivered Deliverable shall undergo the same process as set out above with respect to verification of defect and replacement. The results of the User Acceptance Test shall be recorded in writing.</p>
6	11.11.	95	<p>The Bank reserves the right to alter the requirement specified in the RFP. The Bank also reserves the right to delete one or more items from scope of Services specified in the RFP.</p>	<p>The Bank reserves the right to alter the requirement specified in the RFP. The Bank also reserves the right to delete one or more items from scope of Services specified in the RFP. In case of increase in quantities, the delivery period shall be accordingly increased and NABARD shall make the payment for the increased quantities</p>
7	11.18 Intellectual Property Rights and Ownership;	97	<p>Parties acknowledge the Deliverables created by the selected ITSM Service Provider pursuant to the Contract are on “work-for-hire” basis. Accordingly, NABARD shall be the first owner of all Deliverables and all intellectual property rights with respect thereto. NABARD’s ownership of the Deliverables will include all changes and additions to any Deliverables made by either Party and all derivative works created by either Party. To the</p>	<p>1 BIDDER’s Proprietary Software and Pre-Existing IP: NABARD acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any BIDDER’s proprietary software or tools. If BIDDER and NABARD mutually agree that the BIDDER provides to NABARD any proprietary software or tools of BIDDER or of a</p>

			<p>extent that under Applicable Law, NABARD is not deemed to be the owner of the Deliverables, the selected ITSM Service Provider irrevocably agrees to assign, transfer and convey, without any reservations, all rights, title and interest in and to the Deliverables to NABARD, in all mediums, and modes now known or in future discovered, on a worldwide and perpetual basis, without further compensation other than the Contract Price.</p>	<p>third party, the Parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of BIDDER or of a third party. Further, NABARD acknowledges that in performing Services under this Agreement BIDDER may use BIDDER's proprietary materials including without limitation any software (or any part or component thereon, tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by BIDDER prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("BIDDER Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, BIDDER shall continue to retain all the ownership, the rights title and interests to all BIDDER Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting BIDDER from using BIDDER Pre-Existing IP in any manner. To the extent that any BIDDER Pre-Existing IP</p>
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			<p>or a portion thereof is incorporated or contained in a Deliverable under this Agreement, BIDDER hereby grants to NABARD a nonexclusive, perpetual, royalty free, fully paid up, irrevocable license, With the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such BIDDER Pre-Existing IP in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize NABARD to (a) separate BIDDER Pre-Existing IP from the Deliverable in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the BIDDER Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the BIDDER, reverse compile or in any other way arrive at or attempt to arrive at the source code of the BIDDER Pre-Existing IP.</p> <p>2. Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development</p>
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				<p>of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the BIDDER shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for NABARD, for any other client or customer of the BIDDER (including without limitation any affiliate, competitor or potential competitor of NABARD). Nothing contained in this Clause shall relieve either party of its confidentiality obligations With respect to the proprietary and confidential information or material of the other party.</p> <p>3. Third Party Components: All the Intellectual Property Rights (IPR) in the third-party software or component used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ BIDDER's licensor and NABARD shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software or component.</p>
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8	11.16	96	In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the ITSM Service Provider shall render all technology and other reasonable assistance and help required by the Bank and to any new service provider engaged by the Bank, for a period of 180 (one hundred and eighty) days after the termination or expiry of the Contract for the smooth switch over and continuity of the Services. ITSM Service Provider agrees to provide all relevant documentation, and transitional support in respect of the Services and other matters to any new service provider engaged by the Bank to ensure that there are no interruptions or disruptions of any kind to NABARD's systems and operations.	In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the ITSM Service Provider shall render all technology and other reasonable assistance and help required by the Bank and to any new service provider engaged by the Bank, for a period of 3 months after the termination or expiry of the Contract for the smooth switch over and continuity of the Services. ITSM Service Provider agrees to provide all relevant documentation, and transitional support in respect of the Services and other matters to any new service provider engaged by the Bank to ensure that there are no interruptions or disruptions of any kind to NABARD's systems and operations.
9		6	Last date & time for submission of Bid 27-06-2022 at 15:00 hours	Last date & time for submission of Bid 15-07-2022 at 15:00 hours
10		6	Opening of Technical Bid 27-06-2022 at 15:30 hours	Opening of Technical Bid 15-07-2022 at 15:30 hours