



**NATIONAL BANK FOR AGRICULTURE  
& RURAL DEVELOPMENT**

**Request for Proposal  
for  
Co-location and Hosting of Bank's Data Center**

Tender No.	NB.HO/DIT/756/DIT-31-2/2019-20
Tender Issue Date	25 June 2019
Last date for bid submission	16 July 2019
Earnest Money Deposit (Refundable without Interest)	Rs.5.00 Lakh
Tender Cost (Non Refundable)	Rs. 5,000/-

National Bank for Agriculture and Rural Development  
C-24, 'G' Block,  
Bandra Kurla Complex,  
Bandra (East),  
**Mumbai - 400 051**

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## 1. Critical Information

S No.	Events	Date	Time
1	Last date for seeking clarifications for pre-bid meeting	01 July 2019	1600 hrs
2	Pre-Bid meeting (No queries will be entertained after pre-bid meeting)	03 July 2019	1530 hrs
3	Date of posting of pre-bid clarifications	05 July 2019	1700 hrs
4	Last date for submission of bids	16 July 2019	1500 hrs
5	Date & Time of Opening of Minimum Eligibility bid & Technical bid	16 July 2019	1530 hrs
6	Date and time of opening of commercial bids	To be intimated to shortlisted bidders at a later date	
7	<b>Address for Bid Submission</b>	<b>Chief General Manager</b> Dept of Information Technology National Bank for Agriculture & Rural Development C-24, G Block, Bandra Kurla Complex , Bandra (E), <b>Mumbai - 400 051</b>	
8	Bid Validity	<b>180 days</b> from the last date of bid submission	
9	Earnest Money Deposit	<b>Rs.5.00 lakh</b>	
	<b>Contact details of NABARD officials</b>		
10	Shri Vilas P Save, AGM, DIT 022-26539363, <a href="mailto:vp.save@nabard.org">vp.save@nabard.org</a>	Shri Sidharthan R V, AM, DIT 022-26539669, <a href="mailto:sidharthan.rv@nabard.org">sidharthan.rv@nabard.org</a>	
11	<b>Independent External Monitor</b>	Shri Debabrata Sarkar Mayfair Boulevard (Narayan Apt.) Flat No.701, Main Avenue Road Santacruz (West) Mumbai – 400 054 (OR)  Shri Subodh Kumar Goel 501, Tower-6 Common Wealth Games Village New Delhi – 110 092	

## 2. Abbreviations

AMC	Annual Maintenance Contract
ATS	Auto Transfer Switch
BFSI	Scheduled commercial banks in public or private sector, All India Financial Institutions and Insurance Companies.
C-SOC	Cyber – Security Operating Centre
DC	Bank's Data Centre
DD	Demand Draft
DMZ	De-militarized Zone
DR Site or DR	Bank's Disaster Recovery Site
EMD	Earnest Money Deposit
F/W	Network Firewall
IS	Information Security
LD	Liquidity Damages
LoI	Letter of Intent
LTO	Linear Tape Open
NDS	Negotiated Dealing System
NOC	Network Operating Centre
P2P	Point to Point
PM	Preventive Maintenance
RCA	Root Cause Analysis
RFP	Request for Proposal
SoW	Scope of Work
SP	Service Provider
SWIFT	Society for World Wide Interbank Financial Telecommunication
ToR	Top of Rack Switch

### **3. Introduction and Disclaimers**

#### **3.1. Purpose of RFP**

- 3.1.1. NABARD invites sealed offers from eligible, reputed vendors for offering Data Center co-location facility at Mumbai / Navi Mumbai for its Data Center.
- 3.1.2. The co-location Data Centre facility should not only meet the current requirements of the Bank but also should be expandable / scalable to consolidate other IT installations from a long-term perspective.
- 3.1.3. The Bank will at no point bear any additional cost for the facility that vendor may have to incur on account of repair, upgrade, power, capacity enhancement etc. to support Bank's equipment unless Bank requests for any additional space or power requirements or brings in additional major equipment that would impact the infrastructure allocated to the Bank by vendor for the period of the contract.
- 3.1.4. The vendor can apply for co-location of the Bank's DC who meet the minimum eligibility and submit technical and commercial bids with all relevant annexures / enclosures in separate envelopes, labelled clearly as Technical & Commercial Bids.
- 3.1.5. Details of the tender are given in the subsequent sections of this document.

#### **3.2. Information Provided**

- 3.2.1. 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 of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NABARD.
- 3.2.2. Neither NABARD nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

#### **3.3. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, NABARD and its Directors, 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 NABARD or any of its officers, employees, contractors, agents, or advisers.

#### **3.4. Costs to be borne by Respondents**

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, presentation, site visits etc. and providing any additional information required by NABARD, will be borne entirely and exclusively by the Respondent.

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**3.5. No Legal Relationship**

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No binding legal relationship will exist between any of the Respondents and NABARD until execution of a contractual agreement.

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**3.6. Recipient Obligation to Inform Itself**

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

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**3.7. Errors and Omissions**

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Each Recipient should notify NABARD of any error, omission, or discrepancy found in this RFP document.

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**3.8. Acceptance of Terms**

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A Recipient will, by responding to NABARD for RFP, be deemed to have accepted the terms of this RFP including Introduction and Disclaimer.

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**3.9. Requests for Proposal**

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- 3.9.1. Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact person

<b>Contact Person</b>	Vilas P Save	Sidharthan R V
<b>Position</b>	AGM, DIT	AM, DIT
<b>Email ID</b>	vp.save@nabard.org	sidharthan.rv@nabard.org
<b>Telephone No.</b>	022 26539363	022 26539669

- 3.9.2. NABARD may, in its absolute discretion, seek additional information or material from any of the Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 3.9.3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- 3.9.4. If NABARD, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NABARD reserves the right to communicate such response to all Respondents.
- 3.9.5. NABARD may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

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**3.10. Notification**

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NABARD will notify all short-listed Respondents in NABARD website or by writing or by mail as soon as practicable about the outcome of their RFP. NABARD is not obliged to provide any reasons for any such acceptance or rejection.

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## 4. Background

### 4.1. About NABARD

National Bank for Agriculture and Rural Development is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as “NABARD” or “the Bank”) having its Head Office at 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.

The mission of NABARD is to promote sustainable and equitable agriculture and rural development through participative financial and non-financial interventions, innovations, technology and institutional development for securing prosperity. Detailed information regarding the functions of the Bank are provided on the website – [www.nabard.org](http://www.nabard.org).

### 4.2. Subsidiary/Associate Organizations of NABARD

#### 4.2.1. NABCONS : NABARD Consultancy Services ([www.nabcons.com](http://www.nabcons.com))

NABARD Consultancy Services (Nabcons) is a wholly owned subsidiary promoted by National Bank for Agriculture and Rural Development (NABARD) and is engaged in providing consultancy in all spheres of agriculture, rural development and allied areas. NABCONS leverages on the core competence of the NABARD in the areas of agricultural and rural development, especially multidisciplinary projects, banking, institutional development, infrastructure, training, etc., internalized for more than two decades.

#### 4.2.2. NABFINS : NABARD Financial Services ([www.nabfins.org](http://www.nabfins.org))

NABFINS is an initiative of NABARD born out of serious concerns about the practices of NBFC MFIs in the mid-2000. Entrusted with the responsibility of promoting microfinance sector besides scaling up SHG-Bank Linkage, NABARD thought it fit to form a Micro Finance institution on a pilot basis with the objective of developing it as a model NBFC in the country which will facilitate setting up of bench marks and standards for the MFI sector. In particular, NABFINS objective was to ensure that the various maladies found in the NBFC MFI sector such as lack of transparency in accounting and disclosure, high transaction cost, lack of diversification in products, increased rates of interest, coercive collection practices etc. are sought to be eliminated by establishing a fair and transparent Micro Finance Institution.

#### 4.2.3. NABKISAN : NABKISAN Finance Limited ([www.nabkisan.org](http://www.nabkisan.org))

NKFL is a subsidiary of National Bank for Agriculture and Rural Development (NABARD) with equity participation from NABARD, Govt. of Tamilnadu, Indian Bank, Indian Overseas Bank, Tamilnad Mercantile Bank, Canara Bank, ICICI Bank, Federal Bank, Lakshmi Vilas Bank and a few Corporates / Individuals. The company is notified as a Non-Banking Finance Company (NBFC) by RBI. The main objective of the company is to provide credit for promotion, expansion and commercialization of enterprises engaged in agriculture, allied and rural non-farm activities. NKFL is providing support for livelihood/ income generating activities by extending



credit to Panchayat Level Federations, Trusts, Societies and Section 25 companies/ MFIs for on-lending to its member SHGs/ JLGs.

#### 4.2.4. **NABVENTURES Limited**

NABVENTURES Ltd, incorporated by NABARD under the Companies Act, will provide early stage support for agriculture and rural enterprises and fill the gap of adequate institutional support to them.

#### 4.2.5. **NABSAMRUDDHI Finance Limited ([www.nabsamruddhi.org](http://www.nabsamruddhi.org))**

NABSAMRUDDHI Finance Limited was incorporated under Companies Act, 1956 on 17 February 1997 under the name of Agri Business Finance Limited and registered as Non-Banking Financial Company with the Reserve Bank of India. It is promoted with equity participation from National Bank for Agriculture and Rural Development (NABARD), Andhra Bank, Canara Bank, Government of Andhra Pradesh, Government of Telangana, Andhra Pradesh State Cooperative Bank, Telangana State Cooperative Apex Bank and a few Industrial Houses / individuals from the State.

The objective of NABSAMRUDDHI is to provide credit facilities to individuals and legal entities for promotion, expansion, commercialization and modernization of enterprises and individuals engaged in non-farm activities including microfinance, MSME, housing, education, transport, etc.

4.2.6. Please visit NABARD website ([www.nabard.org](http://www.nabard.org)) for complete list of subsidiary /associate organization of NABARD.

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### 4.3. **Current Setup**

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- 4.3.1. Currently, NABARD has its Data Center at Mumbai hosted at Bank's own premises. It has its DR at a Colocation site at Faridabad,
- 4.3.2. All the applications, Internet Gateway, etc are hosted at the Data centre and replicated at the DR Site. These resources are accessed by various Regional Offices over MPLS VPN based WAN. DR is activated in the event of failure of DC and all the services (excluding VC) are extended from the same.
- 4.3.3. Bank has MPLS VPN connectivity in HUB and Spoke architecture connecting all the locations. MPLS VPN and Internet links are procured from multiple service providers (currently six SPs) viz TCL, Airtel, BSNL, MTNL, Reliance and Sify. Bank is also in the process of implementing SD-WAN along with links. The Bank has also deployed P2P links between DC and DR for replication.
- 4.3.4. Bank has also connectivity with third party networks viz., Negotiated Dealing System (NDS), Reuters, SWIFT, Bloomberg etc, at both DC and DR. The connectivity and services are managed by respective vendors.
- 4.3.5. Bank has outsourced management of DC and DR to third party, who has deployed technical resources (L1 and L2 engineers) at DC covering all the areas viz., Windows, UNIX/Linux, Oracle/ SQL Database, Network, Security, Middleware, Backup, etc. Bank's outsourced staff managing, the DC and DR Site are located at our Head Office Premises at BKC, Mumbai.

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#### **4.4. Tender Objective and Goal**

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##### **4.4.1. Objective**

1. Bank intends to hire physical space and required infrastructure facilities from well-established and reputed Data Centre vendors, for co-locating its SDDC, Network equipment and other equipment hosted currently at its DC. NABARD reserves the right to deploy the infrastructure for its own use OR for any of the subsidiary / associate organization / Group Company(ies).
2. The period of contract would be five (5) years extendable upto another five years or part thereof. Details of extension given in subsequent sections of RFP.

##### **4.4.2. Goal**

1. To have reliable, fully secured, highly available, fault tolerant and professionally managed Data Center.
  2. The Data Center should have high availability on 24x7 basis for providing uninterrupted service to the large clientele of the Bank spread across the country.
- 4.4.3. It may also be noted that all the activities in the IT operation are subject to audit / inspection by both internal/external auditors/RBI / Third parties etc. Selected vendor must take same into consideration while delivering the desired services.
- 4.4.4. The selection process consists of three phases viz., 1) Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation.

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NABARD

## 5. Scope of Work

### 5.1. Introduction

- 5.1.1. The Bank, for this purpose, invites proposal from vendor for primarily undertaking inter-alia the following activities for the Bank in respect of co-location of Data Centre services.
- 5.1.2. The bidder should provide minimum Tier-III complied Data Center infrastructure for Bank to host its DC at Mumbai / Navi Mumbai.
- 5.1.3. **Bidder may assess the existing infrastructure by visiting Bank's Data center at our Head Office located at Bandra Kurla Complex, Mumbai, if required and accordingly submit the proposal.**

### 5.2. Co-location Requirements

- 5.2.1. The vendor shall provide sufficient electrical connections, Air conditioning, backup power through UPS and Generator, network communication facilities, surveillance, access control system, fire suppression system, physical security, soft services and all other services as applicable for data center and as required for the proposed equipment on 24 x 7 x 365 basis in order to maintain 100% uptime of all such facilities as per SLA.
- 5.2.2. Vendor has to ensure no infiltration in Bank setup including its systems, network etc.

### 5.3. General Requirements

- 5.3.1. The proposed Data center building should be owned by bidder or on lease with unexpired lease duration of at least 12 years as on date of the RFP. The site should be up and running and existing clients should be functional at proposed site.
- 5.3.2. The building for hosting the Bank's DC should be standalone or single tenant or multi tenant.
- 5.3.3. The structural strength of the building should have been certified i.e. structural Audit should have been done and the latest report, available and complied should not be older than one year as on date of RFP.
- 5.3.4. The building housing the data center and all infrastructures therein should be covered under comprehensive insurance on an ongoing basis including risk related to earthquake, floods, fire, lightning, terrorist attack, etc.
- 5.3.5. The Data Center should not be in low lying and flood prone area.
- 5.3.6. The Data Centre facility building should be designed and constructed for Earthquake resistance and should be away from hazardous chemical industries.
- 5.3.7. The data center building should be sufficiently protected against natural disasters and it should have lightning arrestors.
- 5.3.8. The doors/walls for the server room, communications room and other critical areas should be fire rated for minimum 2 hours. Further, the tiles in server room, communication room should be fire rated.

- 5.3.9. Security for the building should be available 24x7 at the entry / exit levels and having adequate access control mechanism in place.
- 5.3.10. The Data Centre should be monitored round the clock by security personnel covering every entry point and exit point of cage area offered to the Bank.
- 5.3.11. The Data Centre should have multi layers of security with minimum two types of access controls for critical points out of which one should be biometric access with 24x7 security personnel guarding the site.
- 5.3.12. Entry and exit at the Data Centre premises (Building), Server room / Caged area/ rack area, and network communication room should be restricted and monitored.
- 5.3.13. The data center should have emergency exits.
- 5.3.14. The data center should have centralized Building Management Systems (BMS) with CCTV facility covering all vantage points with regard to infrastructure facilities/equipment such as fire alarm systems, access control, smoke detector, water leakage, precision ACs, UPS, rodent repellers, etc. and anyother service stipulated by other customer of the bidder, to the extent they are in the interest of sound management of the Data Center. The BMS should be managed by well trained and experienced personnel to ensure high availability of Data Centers.
- 5.3.15. The Data Centre should be fully redundant in terms of electrical circuits, cooling and network.
- 5.3.16. The facilities like power, cooling, CCTV monitoring, Security (biometric, physical, access card, etc.) provided by the vendor to co-host the Bank's DC equipment should have high availability.
- 5.3.17. The Vendor shall make sure that the required power, air conditioning, security system and other facilities provided to the Bank is always available (24X7X365 days).
- 5.3.18. The Data Center Environmental Infrastructure and services uptime should be **99.982%** on monthly basis.

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**5.4. Power**

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- 5.4.1. The Data Center should support 2 feeders and the main power source should be drawn from more than one power distribution station.
- 5.4.2. UPS should have **N+1** redundancy (N+1 means 2 sets of identical units as primary & secondary and one unit as standby) and dual power to the racks should be available from two different UPS systems. The UPS systems should be fault tolerant with 2 separate paths for power supply to each rack. Adequate battery backup should be available for maintaining the uptime requirement of the Bank.
- 5.4.3. The entire facility should have power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source. Backup generators should be capable of providing power continuously for at least 48 hours and even during refilling period of fuel tanks. The capacity of each set of diesel generators should be sufficient enough to take care of entire power load of the Data Center. The vendor should ensure uninterrupted supply of diesel to the DG with adequate storage facility.

- 5.4.4. The vendor shall provide Auto Transfer Switch (ATS) for single power input systems, if applicable.
- 5.4.5. *The vendor, in their response, should indicate the total sanctioned power, existing connected load, power reserved / committed for other clients and the power that is readily available for offer to the Bank. The average power utilization for last three months should be provided.*

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**5.5. Communication Area**

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- 5.5.1. The vendor in their communication area shall have Telecom junction box / multiplexers of various link service providers (Airtel, Tata, BSNL, MTNL, Sify, Reliance Communications, etc.) and should be available in and around the facility building for Bank's use.
- 5.5.2. The Data Centre vendor should allow the termination of the links provided by the Bank appointed link service providers. If Telecom junction box / multiplexers of these link service providers are not available, then the Data Center vendor should allow the commissioning of the same by link service provider. The Data Center vendor shall allow laying of cables and associated works in their premises, for installation of MUX, laying of cable, space for installation of MUX in communication room etc. at no extra cost to the Bank.
- 5.5.3. The vendor shall provide 24X7 access to link service providers to the communication room during troubleshooting, upgradation etc. of Bank's links.
- 5.5.4. Bank presently has links deployed from BSNL, MTNL, Airtel, Tata Communications, Reliance, Sify for connecting its Data Center to the Bank's various locations. The vendor has to assure that the termination of these links is feasible at the proposed sites.
- 5.5.5. The vendor to note that, bank is in the process of shortlisting new service providers for connectivity. The vendor shall provide space and allow the new service provider(s) / Link service provider(s) for installation of MUX, laying of cable etc., at no extra cost to the Bank.
- 5.5.6. The vendor will be responsible for extension of existing telecommunication links from communication room to server caged area/network communication area (where network racks are installed) at no extra cost to the Bank.
- 5.5.7. The future link extension during the period of contract, from the vendor communication room till the cage/rack area will be done by the vendor as per the contracted rate.

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**5.6. BMS (Building Management Systems)**

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- 5.6.1. All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should monitor and manage the BMS activities on a 24 X 7 X 365 basis.
- 5.6.2. There should be sufficient power backups in place for running Building Management Systems on alternative power supplies in the event of power outage



- 5.6.3. There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where Bank's components are placed. Activities to be recorded and the archival should be kept at least for 30 days if there is specific request from the Bank. Further the timing of CCTV Monitoring should be synchronous with the NTP server.
- 5.6.4. The vendor shall provide Access cards, Gate passes to the Bank's personnel / and / or authorized third parties as and when they would visit the site. vendor should agree that such access can be provided 24 X 7 X 365 basis and will not have any time restriction.
- 5.6.5. The vendor shall regularly monitor the access to the Bank's Server room / Cage area by means of access control system, physical security, Biometric access and CCTV and should always make sure that they are functional 24x7x365.
- 5.6.6. If required by the Bank the vendor should be able to provide details of people accessing the Bank's Server room / Cage by sharing the entries made in the security register, reports from access control system, CCTV video clips etc. The vendor should submit a monthly report to Bank showing in and out time of employee of system integrator (deputed by the Bank) stationed at their Data Center.
- 5.6.7. The vendor shall provide Fire detection & suppression system and ensure that the areas allocated to the Bank are well within the coverage of fire detection and suppression system.
- 5.6.8. The Server room area should be provided with Water Leak detection system and fire alarm system. The cage area proposed for the Bank should be well within the coverage of water leak detection system
- 5.6.9. The vendor Data Center should have electronic rodent control systems with operating ability on varied frequency range. The facility areas – Server room area / Caged area, communication room should be well within the coverage of the rodent repellent.
- 5.6.10. Data Centre should be free from any dust and vendor should ensure to provide shoe covers or other related component on its own cost to avoid dust going inside the server room /Caged area.

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**5.7. Server Room Area**

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- 5.7.1. The Server room proposed by the vendor to co-host Bank's DC IT Infrastructure should meet specifications of minimum Tier III compliance.
- 5.7.2. The vendor shall provide a dedicated server cage area for the Bank in the server room/hall. The cage area should secure the allocated space to the Bank and should be of regular shape i.e. Rectangle or Square.
- 5.7.3. The server cage area entrance & exit should be accessible using the proximity card (access control system) with Biometric access.
- 5.7.4. The vendor should provide racks of 42U size with inter-rack cabling, cross connects to communication area. The racks should have proper cable managers (vertical and horizontal) and troughs for complete structured cabling. Blanking panels etc, if required as per Industry best practice to be

provided. The vendor shall provide adequate power points of required specifications in the racks with with redundant UPS power.

- 5.7.5. The Minimum dimensions of network and server racks should be as follows:

Server Rack	Network Rack
600X2000 mm	800X2000 mm

- 5.7.6. The requirement of Caged area for housing number of racks for Bank's DC are as follows:

No of Racks			
Initial (Day-1)		Scalable (During Period of Contract)	
Server	Network	Server	Network
04	02	02	02

- 5.7.7. The cage area should be sufficient enough to house the maximum number of racks as mentioned above along with sufficient free space for opening of front and rear rack doors for installation/replacement/trouble shooting of hardware and movement of service personnel.
- 5.7.8. Bank envisages an addition of more racks during the period of contract, the vendor should be able to provide the same at the contracted rate within the same server hall, contiguous to the existing cage area. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the bank. Bank cannot provide any minimum time frame to inform vendor for taking up additional space.
- 5.7.9. The racks would be used for housing the servers, network and security equipment, backup libraries etc. The placement of network and security rack should be carried out in such way to reduce length of network cabling.
- 5.7.10. The vendor shall provide CCTV cameras in the cage area, that can be common. However, the cameras should capture all the activities carried out at the front and back of the rack. In case of any observation by the Bank's engaged auditor (IS, ISO, Regulators etc) during the period of contract on the positioning of CCTV cameras, vendor has to provide additional CCTV cameras at no extra cost to the Bank.
- 5.7.11. The vendor shall keep CCTV footage recording of atleast 90 days.
- 5.7.12. The Server room / Server Hall housing the caged area should have precision air conditioning or equivalent with redundancy.
- 5.7.13. Sufficient cooling failover should be built in the server halls. Cold air should be pumped through vents to ensure that the temperature in the cage area is maintained at 19 +/- 2 degree centigrade (when measured 48 inches above the floor).
- 5.7.14. Relative Humidity levels inside the server rooms should also not exceed more than the recommended range for each equipment.
- 5.7.15. Power efficiency and cooling should be able to maintain medium and high-density cabinets.
- 5.7.16. The vendor shall provide dedicated meter for measuring the electricity units consumed by the Bank's servers/ equipment presently hosted and



future additions from time to time. The Bank will pay only for consumed power.

- 5.7.17. The vendor should monitor power usage on a per rack basis to ensure that it does not reach dangerously high levels.
- 5.7.18. The vendor shall provide power connectors/sockets/power strips of required specifications. The vendor shall include such cost of provisioning the power sockets of different type as and when required in their commercial bid.
- 5.7.19. Single phase and three phase power should be made available to support the Bank's equipment's in the server / cage area.
- 5.7.20. The vendor shall provide one-time LAN cabling (and thereafter maintenance of same), interconnecting all the racks, from the Network rack to the Server Racks as per the network design provided by the Bank.
- 5.7.21. If required by the Bank to monitor the racks/facilities from remote location, required feed should be provided to bank for monitoring its infrastructure remotely.
- 5.7.22. The vendor shall ensure protection of Physical assets against all threats and vulnerabilities that can be exploited deliberately or accidentally by internal or external entities.
- 5.7.23. The vendor shall provide one Telephone facility in the cage area meant for Bank's authorized personnel use..
- 5.7.24. **Racks and Cabling**
  1. The vendor must provide Server and network racks as per the details given in **Section 5.7.5 and 5.7.6**.
  2. The vendor must provide inter-rack cabling which should be structured with proper labelling / marking as per Bank requirement. The inter rack cabling should support 10G.
  3. Each rack to be provided with two numbers of 24 port patch panels and horizontal and vertical cable managers.
  4. Each rack to be provided with two numbers of power strips of 32amps with 16 sockets, each power strip connected to separate UPS.
  5. The cross connects from communication room to the caged areas where routers would be installed to be provided by the vendor.
- 5.7.25. The vendor in their technical bid shall provide the proposed caged area layout for DC, clearly showing the placement of the racks along with indicative positioning of the BMS equipment like CCTV cameras, Fire/ smoke detectors, access control system, rodent repellent, monitoring consoles and their services etc.

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**5.8. Seating Space**

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- 5.8.1. The Bank will require separate enclosed dedicated seating space at the vendor Data Center with adequate space for the movement within the enclosed seating area.
- 5.8.2. Bank anticipates the seating space for Two (2) personnel at the facility where Bank's DC is going to be hosted.
- 5.8.3. Bank may require additional seating space (in the same premises) for housing 2 to 3 additional personnel (Bank employees/appointed personnel) in future at vendor Data Center temporarily during disaster for certain period or permanently and in such an event, additional work area should be made available at the rate not exceeding the agreed/contracted rate. Bank cannot provide any time frame to inform vendor for taking up additional space. The payment will be made on prorata basis from the date of occupation of seats.
- 5.8.4. The vendor shall provide a separate space to accommodate Bank's Fire vault cabinet in the seating area. The dimension of the cabinet is 77 x 60 x 60 cms. This will be in addition to the seating space mentioned above.
- 5.8.5. The seating space should also be provided with the following facilities:
  1. The vendor shall provide Tables, chairs, drawers with locking facility, telephone extensions for communication between Server room / cage area and the seating area, in the seating area for each individual person.
  2. The seating area furniture should be provided with drawers with lock and key that can accommodate minimum 3 box files and some stationary. This will be for every seat.
  3. The UPS / generator backup power facility needs to be available to the proposed seating area. vendor shall provide minimum UPS backed up three (3) power points per seat. Additional points may be required depending upon the need.
  4. One Telephone line with STD facility in caged area with parallel connectivity to seating space would be installed meant for Bank's authorized personnel. The internal cabling must be carried out by the vendor. The Charges towards telephone shall be reimbursed to the service provider basing on actual usage.
  5. Drinking water, dining hall, rest room and toilet facility should be provided. Separate toilet facility for ladies should be available.
  6. PCs for Bank's authorized personnel will be provided by the Bank.
  7. Canteen facility, if any available, should be extended to the Bank's authorized personnel.
  8. Air-conditioned environment should be available in the work station area.
  9. Network connectivity from the seating space provided by the vendor to the Bank's server area / LAN. For each seat the vendor shall provide redundant network points (2 points).

- 5.8.6. CCTV footage will also be required for seating area.
- 5.8.7. The vendor shall provide access control system for controlling access to the seating area which will be centrally monitored by vendor through their BMS system. The vendor shall provide the cards to the Bank's authorized onsite resources. This access control system should be managed & monitored by the vendor through their BMS system.
- 5.8.8. Bank may alter the quantity of number of persons depending on the Bank's need and the payment will be made on the prorated calculation.
- 5.8.9. The vendor has to earmark adequate parking facility for parking vehicles of Bank's authorized personnel. However, no parking should be allowed adjacent to the Data Centre building.
- 5.8.10. The vendor shall provide the proposed seating area layout clearly indicating the total space being factored for dedicated seating area in their technical bid submission.

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**5.9. Lift & Shift the Existing Setup**

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- 5.9.1. The shortlisted DC vendor has to shift all the equipment from present Bank's Data Centre Site to new proposed vendor Data Center. Shifting of the equipment involve un-mounting, packaging, marking/labelling, transportation and mounting of the equipment at vendor Data Center.
- 5.9.2. Transit Insurance of the assets shall be taken by the vendor on behalf of Bank and the same will be reimbursed to the vendor by the Bank on actual basis. Proof of insurance to be submitted to the Bank before commencement of actual shifting of items.
- 5.9.3. The details of items to be shifted is given in Appendix-i, however there may be few variations in number of items.
- 5.9.4. The vendor has to take all necessary shifting permissions from respective authorities. No additional cost whatsoever would be paid for the same.

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**5.10. Off-Site Storage of LTO Tapes**

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- 5.10.1. The vendor has to provide off-site drop off and pickup facility for backup tapes.
- 5.10.2. The off-site storage facility would be the Bank's Head Office located at Bandra Kurla Complex, Bandra East, Mumbai 400051.
- 5.10.3. The backup tapes to be dropped off and picked up on weekly basis after completion of scheduled backup.
- 5.10.4. The number of tapes for DC would be maximum 10 tapes on weekly basis.
- 5.10.5. The tapes will be handed over by the Bank personnel deployed on-site with proper marking. The vendor has to transport the tapes in secured manner using services of professional agencies.

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**5.11. Miscellaneous**

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- 5.11.1. The vendor shall provide contacts and escalation matrix to log the complaints / problems faced in the facility provided to the Bank.
- 5.11.2. The vendor throughout the period of contract shall provide all necessary help to the Bank appointed System Integrator while moving the Bank

equipment(s) into the site, such as entry permission for vehicles carrying equipment(s), parking of such vehicles to be closer to the lift till the time the equipment's are being offloaded, use of lift / service lift, assist in procedures documentation, providing trolley to carry heavy equipment's to the allocated server room/ cage area / Godown etc. The Bank should not incur any extra cost for availing these said services.

- 5.11.3. **Storage / Godown:** Throughout the contract period secured Storage/Godown facility to be provided for a period of at least four to six weeks with access to Bank's authorized personnel and identified SI representative, to meet the time gap between delivery and installation of equipment and / or storing buyback equipment, at no extra cost to the Bank.
- 5.11.4. **Staging Area:** The vendor should provide secured staging area for unpacking and installation of equipment, at no extra cost to the bank.
- 5.11.5. **Meeting room:** The vendor shall provide discussion / meeting room facility to accommodate 8 to 10 persons as and when required. The meeting room should have projector and white board facility. Occasionally this facility may be required on immediate basis without any prior intimation.
- 5.11.6. **Visitorial Rights:** The vendor should provide Visitorial rights for NABARD auditors, external auditors engaged by Bank, RBI audit/inspection officials, ISO auditors etc. Bank cannot provide any minimum time frame to inform the vendor. The vendor will undertake compliance of audit observations as applicable.
- 5.11.7. Audit reports of people accessing the Server room / cage area should be available and submit on monthly basis.
- 5.11.8. The Vendor should share the video monitoring data on monthly basis.

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**5.12. Compliance**

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The vendor should comply with Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:

- 5.12.1. Responsibilities on system access control and administration
- 5.12.2. Custodial responsibilities for assets of the Bank being managed by or assigned to the vendor.
- 5.12.3. Physical Security of the facilities.
- 5.12.4. Physical and logical separation from other customers of the vendor.
- 5.12.5. Incident response and reporting procedures.

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**5.13. Services**

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All professional services necessary to successfully implement the proposed solution will be part of the RFP. These services include, but are not limited to, Project Management, Deployment methodologies etc. The bidder should submit as part of technical Bid an overview of Project Management approach of the proposed solution. Bidder should ensure that vendor's key personnel with relevant skill are always

available to the Bank. Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard.

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**5.14. Review meetings**

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- 5.14.1. NABARD will review and discuss the performance during first week of every month.
- 5.14.2. Vendor to forward the minutes of the meeting within five working days. Further, the observations in the review meetings to be closed before next review meeting.
- 5.14.3. It is responsibility of the vendor representative to be present during the review meetings. No additional cost whatsoever would be paid by the bank.
- 5.14.4. All review meetings will be held at NABARD Head office, BKC.

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**5.15. Pre- Implementation Inspection**

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- 5.15.1. The successful vendor shall make available the necessary infrastructure, on receipt of the Purchase order as per technical requirements of the Bank and schedule.
- 5.15.2. The vendor should confirm in writing the readiness of the co-location and hosting site and arrangements to the Bank, as and when the site is ready for installation of Bank's IT Infrastructure.
- 5.15.3. The Bank along with its consultants (if required) will conduct an inspection and verify the readiness for implementation of its IT Infrastructure, based on outcome of the visit, Bank will advice the vendor for shifting of equipment.

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**5.16. Responsibility of NABARD**

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- 5.16.1. Provide access rights to the vendor for inspection of the Bank's existing DC.
- 5.16.2. Provide details of equipment to be shifted / hosted at the vendor Data Center .
- 5.16.3. Make available access to the existing DC for Lift and Shift.
- 5.16.4. Provide details of contact person at the location/office who would be coordinating during co-location / project management etc.
- 5.16.5. Provide details of system integrator personnel / Bank staff who will be sitting at site.
- 5.16.6. Provide intimation to the vendor about procurement / buyback / replacement of hardware hosted at vendors site to enable vendor to issue necessary gate pass, permissions, access etc.



## 6. Information to Bidders

The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

### 6.1. Pre-bid Meeting

- 6.1.1. The Bank shall hold a pre-bid meeting on the date and time mentioned in '**Critical Information**' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 6.1.2. It would be the responsibility of the Bidders representatives (only one person per bidder) to be present at the venue of the meeting.
- 6.1.3. Clarification sought by bidder should be made in writing (Letter/E-mail) and submitted on or before the date as indicated in the "Critical Information" sheet. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 6.1.4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank ([www.nabard.org](http://www.nabard.org)) website and CPP Portal after the pre-bid meeting on or before the date as indicated in the "Critical Information" sheet. It would be responsibility of the bidder to check the websites before final submission of bids.
- 6.1.5. If NABARD, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NABARD reserves the right to communicate such response to all Respondents.

### 6.2. Amendment to the bidding document

- 6.2.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 6.2.2. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 6.2.3. The amendment will be posted on Bank's website ([www.nabard.org](http://www.nabard.org)) and CPP portal (<http://eprocure.gov.in>).
- 6.2.4. All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

### 6.3. Language of Bid

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English.

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#### 6.4. Documents Comprising the Bid

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The bid shall consist of Pre-qualification/ minimum eligibility criteria, Technical bid and Indicative Commercial bid.

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#### 6.5. Bid Currency

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Bids should be quoted in Indian Rupee only.

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#### 6.6. Tender Form Cost

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Non-refundable Bid Price as specified in “**Critical Information**” section by way of Banker's Cheque/ Demand Draft/ Pay Order/RTGS/NEFT drawn on a scheduled bank, favouring 'National Bank for Agriculture and Rural Development', payable at Mumbai must be submitted separately along with RFP response.

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#### 6.7. Earnest Money Deposit (EMD)

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- 6.7.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in “**Critical Information**” section of the RFP.
- 6.7.2. EMD should be in the form of:
  - a) Remittance to NABARD Account No. **055505000552** with ICICI Bank, BKC Branch (**Branch Code 0555**) IFSC **ICIC0000555**. The UTR No for this transaction has to be indicated in the Bid Document.
  - OR**
  - b) Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in **Annexure - VII**.
- 6.7.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 6.7.4. Request for exemption from EMD (Security Deposit) will not be entertained.
- 6.7.5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
  - a) Issue of LoI / purchase order to the successful bidder **OR**
  - b) The end of the bid validity period, including extended period (if any) **OR**
  - c) Receipt of the signed contract from the selected Bidder; **whichever is earlier.**
- 6.7.6. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by NABARD and submission of Performance Bank Guarantee by the bidder.
- 6.7.7. In case the acceptance of equipment is delayed due any reasons beyond the bank's purview, successful bidder shall have the BG towards EMD validity, extended for a period of three months till the equipment is accepted by the bank.
- 6.7.8. The bid security (EMD) may be forfeited:
  - a) If a Bidder withdraws its bids during the period of bid validity.



- b) If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
- c) If a Bidder fails to submit duly filled price breakup as per format given in **Annexure -IV** (commercial bid).
- d) In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish performance guarantee.
- e) In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (NABARD) tenders.

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**6.8. Period of Validity of Bids**

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- 6.8.1. Prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from date of closure of this RFP.
- 6.8.2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.
- 6.8.3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

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**6.9. Deadline for submission of Bids**

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- 6.9.1. The bids must be received by the Bank at the specified address not later than the date specified in "Critical Information" section.
- 6.9.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 6.9.3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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**6.10. Late Bids**

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Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

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**6.11. Modification And/ Or Withdrawal of Bids**

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- 6.11.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
- 6.11.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- 6.11.3. No bid may be modified or withdrawn after the deadline for submission of bids.

- 6.11.4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

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**6.12. Conditional Bids**

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Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

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**6.13. Contacting the Bank**

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- 6.13.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.
- 6.13.2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

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**6.14. Opening of Bids by the Bank**

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- 6.14.1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.
- 6.14.2. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.
- 6.14.3. The Bidder name and presence or absence of requisite EMD, RFP cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.
- 6.14.4. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

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**6.15. Pre-Contract Integrity Pact**

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- 6.15.1. Pre-Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- 6.15.2. The bidder has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure-VIII** on non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution along with the minimum eligibility bid.

## 6.16. Documents to be submitted

Bidders are required to submit their responses in THREE envelopes, with contents of each envelope, as under:

S.N.	Bid Contents	Annexure
<b>A.</b>	<b>MINIMUM ELIGIBILITY BID</b>	
1	<b>No. of Copies :</b> One Hard Copy and one Soft Copy	
2	<b>Cover Label:</b> "Minimum Eligibility - RFP for Co-location and Hosting of Bank's Data Center– Tender No. NB.HO/DIT/756/DIT-31-2/2019-20 dated 25 <sup>th</sup> June 2019	
	<b>Cover Contents:</b>	
	(i.) DD/ Pay Order / BG towards EMD	Annexure -VII
	(ii.) DD/ Pay Order towards cost of tender form	
	(iii.) Bid forwarding letter	Annexure -I
	(iv.) Minimum eligibility criteria	Annexure -II
	(v.) Power of Attorney for authorized signatory	Annexure -V
3	(vi.) Non-Blacklisting Declaration	Annexure -VI
	(vii.) Pre-contract Integrity Pact	Annexure - VIII
	(viii.) Statement of Deviation	Annexure -X
<b>B.</b>	<b>TECHNICAL BID</b>	
1	<b>No. of Copies:</b> One Hard Copy and one Soft Copy	
2	<b>Cover Label:</b> "Technical Bid - RFP for Co-location and Hosting of Bank's Data Center– Tender No. NB.HO/DIT/756/DIT-31-2/2019-20 dated 25 <sup>th</sup> June 2019	
	<b>Cover Contents:</b>	
	(i.) Technical Bid with all relevant annexures and proof.	Annexure - III
	(ii.) Undertaking regarding ownership of site	Annexure -IX
3	(iii.) Bank Mandate Form	Annexure -XI
	(iv.) Compliance Statement	Annexure -XII
<b>C.</b>	<b>INDICATIVE COMMERCIAL BID</b>	
1	<b>No. of Copies:</b> One Hard Copy	
2	<b>Cover Label:</b> "Indicative Commercial Bid - - RFP for Co-location and Hosting of Bank's Data Center – Tender No. NB.HO/DIT/756/DIT-31-2/2019-20 dated 25 <sup>th</sup> June 2019	
3	<b>Cover Contents:</b>	
	(i.) Commercial Bid	Annexure –IV

## 6.17. Sealing and Marking

- 6.17.1. The Bid shall be typed or written in indelible ink, all pages numbered and shall be signed by the Bidder representative on whose favour Power of Attorney is issued to bind the Bidder to the Contract.
- 6.17.2. Relevant documents must be submitted as proof wherever necessary.
- 6.17.3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 6.17.4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 6.17.5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

- 6.17.6. All the three sealed and marked (refer Section 6.16) envelopes (Minimum Eligibility, Technical and Indicative Commercial Bid) are to be enclosed in a single sealed envelop and marked **“RFP for Co-location and Hosting of Bank's Data Center, Tender No. NB.HO/DIT/756/DIT-31-2/2019-20 dated 25<sup>th</sup> June 2019”**.
- 6.17.7. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- 6.17.8. Each of the envelope(s) shall be addressed to the Bank at the address given below:  
The Chief General Manager  
Department of Information Technology  
National Bank for Agriculture and Rural Development,  
5<sup>th</sup> Floor, C-24, 'G' Block, Bandra Kurla Complex, Bandra (East),  
**Mumbai 400 051**

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**6.18. Hosting of RFP**

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- 6.18.1. The RFP is hosted on NABARD website [www.nabard.org](http://www.nabard.org) and also on Central Public Procurement Portal (CPPP) [eprocure.gov.in](http://eprocure.gov.in).
- 6.18.2. NABARD reserves the right to change the dates mentioned above.
- 6.18.3. Changes and clarification, if any, related to RFP will be posted on [www.nabard.org](http://www.nabard.org) and [eprocure.gov.in](http://eprocure.gov.in) only.
- 6.18.4. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RFP.

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**6.19. Erasures or Alterations**

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The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual” is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.

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

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- 6.20.1. NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
- 6.20.2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- 6.20.3. 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.

- 6.20.4. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- 6.20.5. The bidder to note that, in the current RFP splitting of order is not applicable.

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## 7. Minimum Eligibility Criteria

7.1.1. The bidder to satisfy the following Minimum Eligibility criteria:

S.N.	Criteria	Proof to be Submitted
1	Should be either a Government Organization/ PSU/ PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.	<ul style="list-style-type: none"> <li>Partnership firm: Certified copy of Partnership Deed.</li> <li>Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business.</li> <li>Reference of Act/Notification</li> <li>For other eligible entities: Applicable documents.</li> </ul>
2	The bidder should have minimum experience of providing Data Center co-location services in India for last <b>five years</b> as on the date of the RFP.	Statutory auditor certificate indicating that bidder is in Data Center co-location services in India for last five years.
3	The bidder should have a minimum average annual turnover of at least <b>Rs.30 crore</b> during last three (3) financial years i.e. FY 2016, 2017 and 2018.	Supporting the fact, the bidder should furnish:
4	The bidder should have positive networth and cash profit [i.e., no cash loss] in last 3 Financial Years i.e. FY 2016, 2017 and 2018.	a) Audited annual reports for FY2015-16, FY 2016-17 and FY2017-18 (if available) and b) Statutory Auditor certificate for FY2015-16, FY 2016-17 and FY2017-18. The Statutory Auditor certificate should provide the details of networth, cash profit and turnover for the FY 2015, 2016 and 2017.
5	The proposed Data Centre Premise for hosting Bank's DC should be at <u>Mumbai/ Navi Mumbai</u> and should be at least <b>tier III</b> compliant.	a) Supporting document - publicly available information of the proposed data center along with an undertaking on a vendor letterhead, clearly mentioning that the Data Centre Premise is complying with tier III [or higher] requirements. b) A valid certification copy from the authorised agency to be submitted. c) Undertaking / declaration on bidder letter head with the details of the proposed address duly attested, signed and stamped to be submitted.



S.N.	Criteria	Proof to be Submitted
6	ISO 27001 ( <b>Mandatory</b> ) for the bidders Data Center offered / proposed to Bank. The certification should be in-force.	ISO Certification from Governing Body for the proposed Data Center.
7	a) The bidder must be providing Data center co-location and hosting facility to at least 10 customers and are operating from its data centers in India as on RFP date. b) Of the above submitted credentials, atleast one (1) credential should be of a BFSI Organization in India who have co-located / hosted their Data Centre or Near Disaster Recovery (NDR) Site or Disaster Recovery site.	PO or Credential letter from customers who have hosted their DC, DR, NDR at bidders co-hosting facility mentioning that, they have taken Data Center co-hosting facility from the vendor to be submitted.
8	The proposed Data Center should be owned by the bidder. No Partnership / Consortium bidding is allowed.	Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory
9	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Banks, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect.	Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory as per <b>Annexure-VI</b> .
10	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the Bid signing in favour of Bidder representative who would be signing all the pages of the bid.	Board Resolution / authorization letter from the board of directors / or Power of Attorney as per format given in <b>Annexure – V</b> to be submitted.
11	The bidder should submit Pre-Contract Integrity Pact as per format provided in the RFP.	Pre-Contract Integrity Pact duly signed by authorized signatory on <u>non-judicial stamp paper</u> of requisite value (to be borne by the bidder) as per format given in <b>Annexure –VIII</b> need to be enclosed.



- 7.1.2. The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the bid summarily. The criteria mentioned above is mandatory.
- 7.1.3. Only those who fulfill all the eligibility criteria will qualify for further evaluation.
- 7.1.4. Photocopies of relevant documents / certificates duly attested by authorised signatory and company seal affixed should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.
- 7.1.5. Reference Site Customer Name and Contact information to be provided to the Bank with whom discussion can be done.

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## **8. Evaluation Methodology**

### **8.1. Clarification of bids**

- 8.1.1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Courier/Fax/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.
- 8.1.2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.

### **8.2. Preliminary Examinations**

- 8.2.1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 8.2.2. The Bank may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 8.2.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, Force Majeure etc. will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 8.2.4. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
- 8.2.5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 8.2.6. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation etc.

### **8.3. Evaluation of Eligibility Criteria**

- 8.3.1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Minimum Eligibility Criteria' section. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- 8.3.2. Successful bids out of this stage would be considered for technical evaluation.

- 8.3.3. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

#### 8.4. Technical Evaluation

- 8.4.1. Bidders satisfying eligibility criteria will be thoroughly evaluated by the Bank on compliance of Technical Specifications/Requirements/Scope of Work of the desired solution / facility. Vendors are expected to submit detailed documentary evidence for all services provided by their solution/facility, specifically the ones included in the Technical Specifications/ Scope of Work, Annexures, etc.
- 8.4.2. After above, technical bids of eligible bidders will be thoroughly evaluated by the Bank and those bidders satisfying the eligibility Criteria will receive a technical score based on their responses to the evaluation format and supporting documents. The score received by bidders in technical round will hereafter be called the Technical Score (T).
- 8.4.3. This evaluation will be carried out on a total score of 500 on the basis of the following evaluation parameters defined in this section.
- 8.4.4. The evaluation methodology is further broken down into sub areas as under:

S. N .	Technical proposal Evaluation	Maximum Score
1	Bidders Past Experience	100
2	Compliance to Technical Specifications as in <b>Annexure - III.</b>	300
3	Customer Feedback	50
4	Bidders Technical Proposal Presentation	50
5	<b>Total</b>	<b>500</b>

- 8.4.5. Any critical non-compliance/deviations may lead to disqualification of the Bidder.
- 8.4.6. Bank at its discretion may reject the proposal of the Bidder, without giving any reason whatsoever, if in case the submission/responses received from the Bidder or site visits were found to be unsatisfactory.

## 8.4.7. The detailed technical evaluation methodology is given below:

**A. Bidders Past Experience**

The various parameters and weightages for Past Experience is as follows:

S.N.	Parameter	Mark Allocation	Maximum Marks	Supporting Documents as Proof
1	<i><b>The bidder must have provided co-hosting space for at least 10 rack space area in Tier III Data Centre co-location facility at the PROPOSED SITE for the Bank in India.</b></i>  <i><b>Marks for submitted project credentials will be allotted as below:</b></i>		100	1. Copy of PO or Client certificate. 2. The following details should be highlighted: a) Date of PO / Contract b) Name of Clients c) Scope of Work
a.	One project / customer with at least 10 rack space	25		
b.	Two Projects / customers with at least 10 rack space	50		
c.	Three Projects / customers with at least 10 rack space	75		
d.	More than Three projects / customers with at least 10 rack space	100		

**B. Compliance to Technical requirement as in Annexure**

1. Compliance to Minimum Technical Specifications mentioned in **Annexure-III** will be scored out of a total of **300 marks**.
2. Major non-compliances could lead to disqualification of the Bidder.
3. The compliance mentioned by Bidders in the **Annexure-III** - Minimum technical specifications will be analyzed and scored based on the RFP requirements vis-à-vis solution offered. Bidder must offer point-to-point conformity for the technical requirements provided in the requirements sheet.
4. Bank shall also carry out Site Visits of the proposed floor in the proposed facility to verify the details and based on which marks will be awarded.
5. The bidder to make required arrangements for site visits to the sites offered by the vendor to the Bank.

### C. Customer Feedback

1. The Bidder to provide contact details of **two** customers, out of which one should be in BFSI sector who have co-located their Data Center or Near Disaster Recovery site or Disaster Recovery Site at the premises proposed to the Bank.
2. The Bank's team would be contacting the bidder's customer over phone / visit / email. Hence, bidder to obtain necessary approvals from their customers.
3. The customer feedback, for each customer would carry a weightage of 25 points and would be evaluated on the following parameters. Maximum two customer feedback will be considered for max. score.:

S.N.	Parameter	Weightage
1	Overall Satisfaction of customer	10
2	Performance in providing timely services as per SLAs	5
3	Feedback on the Facilities offered by the bidder	5
4	Incidents towards downtime / failures	5
5	<b>Total</b>	<b>25</b>

### D. Presentation by Bidder

The Bidders will be required to make presentations highlighting the various aspects of the proposed solutions. This process will also enable Bank to clarify issues that may be identified from the Bidders responses to the RFP. The Evaluation Committee decided by Bank will be scoring the presentation made by the Bidders based on following area.

S.N.	Evaluation of Bidders Presentation	Marks
1	Project organization, Project plan & Execution Methodology	15
2	Understanding of Scope of work.	15
3	Articulation of migration strategy	15
4	Risk Mitigation Plan.	5
	<b>Total</b>	<b>50</b>

- 8.4.8. The technical bid will be analyzed and evaluated, based on which the Relative Technical Score ( $RS_{Tech}$ ) shall be assigned to each bid on the basis of parameters mentioned above.
- 8.4.9. Relative Technical Score ( $RS_{Tech}$ ) for each bidder will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{High} \times 100$$

Where:

$RS_{Tech}$  = Relative score obtained by the bidder  
 $T$  = Technical score obtained by bidder  
 $T_{High}$  = Highest Technical score secured among the Bidders

- 8.4.10. Technical Bids receiving a  $RS_{Tech}$  greater than or equal to a score of 75 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.

- 8.4.11. If less than 3 bidders qualify as per above criteria ( $RS_{Tech} \geq 75$ ), NABARD reserves the right to short list maximum top 3 bidders subject to  $RS_{Tech} \geq 70$ .

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**8.5. Commercial Evaluation**

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- 8.5.1. All the technically short-listed bidders shall be notified in writing about the date and time of opening of commercial bid envelope.
- 8.5.2. The Bidder is required to submit the price inclusive of GST in a separate sealed cover envelope as per the commercial bid format along with the bids (Minimum eligibility and Technical). The commercial offer must not contradict the Technical offer in any way and should include the indicative cost of all the items offered.
- 8.5.3. The Bidder should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the Annexure -IV are allowed. Any deviations may lead to disqualification of the bid.
- 8.5.4. Any Bidder, who has not been shortlisted after technical evaluation, will be entitled to take back the unopened envelope containing indicative price.

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**8.6. Final Shortlisting of vendors**

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- 8.6.1. Based on the total cost quoted by the Bidders as per Annexure -IV, the Bidders would be declared L1, L2, L3 and so on.
- 8.6.2. The Bank will shortlist L1 bidder for entering into contract.
- 8.6.3. In case two or more bidders have identical final scores, in such a scenario L1 bidder will be the one who has higher aggregate technical score among them. In case both the bidders have same aggregate technical score, revised sealed commercial will be invited. The cost quoted in the revised commercial should not be more than the original quoted cost.

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**8.7. Arithmetic errors correction**

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Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:

1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail, and the total price shall be corrected unless it is a lower figure.
2. If the unit price quoted by the bidder but the total bid price of the item has not been worked out, the unit price quoted by the bidder shall be taken and total price would be calculated.
3. The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.

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**8.8. Award and Signing of Contract**

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- 8.8.1. Selected bidder would be issued Purchase Order on final selection and completion of internal approval formalities of the bank.
- 8.8.2. The bidder has to return the duplicate copy of the PO along with NDA (as per format given in **Annexure –XIV** of the RFP) within 7 working days, Stamped and Signed by Authorized Signatory as token of acceptance.
- 8.8.3. The bidder will be required to initialise the process for finalisation and execution of contract within one month (30 days) from date of PO.





## 9. Service Level Agreement

### 9.1. Detailed Service Levels and Definitions

- 9.1.1. This Section describes the service levels that have been established for the Services offered by the vendor to the Bank. The vendor shall monitor and maintain the stated service levels to provide quality customer service to the Bank.
- 9.1.2. The vendor should ensure that there is no downtime of facility during:
1. Scheduled maintenance, alteration, upgradation of vendors infrastructure
  2. Natural Calamities including but not limited to rains, floods, earthquakes etc.
  3. Terrorists acts, vandalism, riots, public unrest etc.
- 9.1.3. The selected vendor should guarantee and ensure monthly uptime of 99.982% of the facility and allied infrastructure, failing which the selected vendor is liable for Liquidity Damages for downtime and failure incidents.
- 9.1.4. 'Month or month' means 'calendar month', 'Week or week' means 'Calendar week' starting from Sunday, 'Day' means 'Calendar day' & fraction of minutes will be considered as completed full minutes for any calculation purpose.
- 9.1.5. **System Availability**

System "Availability" is defined as:	$\{(Scheduled\ Operation\ Time\ of\ DC - IT\ infrastructure\ downtime)/(scheduled\ operation\ time)\} * 100\%$
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Where:

- a) **"Data Center / DC"** means the facility proposed by the Vendor to co-host Bank's equipment required to form the Bank's DC.
- b) **"Scheduled Operations Time"** means the scheduled operating hours of the system for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
- c) **"IT Infrastructure Downtime"** subject to the SLA, means the accumulated time during which the IT infrastructure is totally inoperable due to in-scope system or infrastructure failure, and measured from the time Bank and/or its customers log a call with the vendor help desk of the failure or the failure is known to the vendor from the availability measurement tools to the time when the System is returned to proper operation
- d) Critical and Key infrastructure of Data Centre will be supported on 24x7 basis. Outage shall commence when each or either fails.
- e) Data Centre Facility are down resulting in non-availability of any of the deployed infrastructure of the Bank, then the services listed in the availability measurements table shall be considered for calculating the downtime.

### 9.1.6. Resolution Time

The typical Resolution time which will be applicable only if any equipment or Infrastructure is down.

Level	Type of Infrastructure	Function / Type of Technology	Typical Resolution Time
Critical	Environmental Infrastructure	1. Access controls 2. UPS supply 3. Air conditioning 4. Fire Detection System 5. Water Detection systems 6. Humidity Controllers 7. Gen-sets 8. Building Management System 9. Building LAN 10. Power	Within 10 minutes
Critical	Network	MPLS/P2P/ILL links, cross connects, LAN between caged and seating area, inter-rack connectivity provided by the vendor.	Within 10 minutes.
Key	Environmental Infrastructure	All other environmental infrastructure being a part of vendor solution and not considered as critical.	Within 30 minutes

## 9.2. Service Levels

9.2.1. Service Levels will include **Availability measurements & Performance Measurements.**

### 9.2.2. Availability Measurements

1. Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank by the vendor at the end of every month containing the summary of all incidents reported and associated vendor performance measurement for that period.
2. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.
3. The Availability measurements would be:

Level	Type of Infrastructure	Function / Type of Technology	Uptime
Critical	Environmental Infrastructure	Availability of Critical environmental infrastructure.	99.982%
Critical	Network Links	P2P links, cross connects, links between caged and seating area, inter-rack connectivity.	99.982%
Key	Environmental Infrastructure	Availability of Key environmental infrastructure.	99.50%

### 9.2.3. Performance Measurements

Performance measurements will normally be done on monthly basis or as required by the Bank.

Type of Infrastructure	Function / Type of Technology	Expected Service Level
Down time for servicing	Each planned downtime for servicing (upgradation, repairs, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during Business hours will be scheduled in consultation with the Bank	99.982%

- 9.2.4. All individual elements under respective level and type will be aggregated to arrive at the service level.

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## **10. Special Terms and Conditions**

### **10.1. Duration of Contract**

- 10.1.1. Bank will enter into contract initially for a period of 5 years. However, the same should be extendable with maximum upto extensions of 5 years or part thereof, if the bank so desires.
- 10.1.2. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at the time of extension of contract.
- 10.1.3. Bank reserves the right to exit the contract after due notice of 3 month.

### **10.2. Signing of Contract**

The successful bidder(s) shall be required to enter into a contract with the Bank within 30 days of the award of the contract/PO/LOI or within such extended period as may be specified by Bank, based on terms and conditions as contained in this RFP document and other standards relevant clauses as well as bidders offer document with all its enclosures, modification arising out of negotiation / clarification etc.

### **10.3. Price**

- 10.3.1. Prices quoted by the bidders should include all local taxes, GST, duties, levies, transportation costs etc., till the bid validity period.
- 10.3.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, changes in costs related to the materials and labour or other components or for any other reason.
- 10.3.3. Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc. in connection with delivery of goods / services at site including incidental services and commissioning.
- 10.3.4. While any increase in the rates of applicable taxes or impact of new taxes imposed by GoI, subsequent to the submission of commercial bid shall be borne by NABARD, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to NABARD in its favour. This will remain applicable throughout the contract period.
- 10.3.5. No other cost whatsoever will be paid by NABARD.

### **10.4. Payment Schedule**

#### **10.4.1. Payment for Co-location Services and Seating Space**

1. The co-location services charges and seating space charges (25% of annual charges) will be paid quarterly in arrears post the successful commissioning of the co-location site and acceptance of all the relevant requirements under this RFP.
2. The quarter will mean calendar quarter(s). However, for the first quarter, the payment shall be from the date of acceptance to the end of that quarter.

3. The vendor has to submit tax invoices, along with the uptime report. The Bank will be making the payment after deducting TDS.
4. LD and any other charges that are due to the Bank on account of non-compliance of SLA Terms & the uptime guarantee as per the Tender for the quarter will be calculated based on uptime and other reports from the vendor and the net of the same will be released.

**10.4.2. One Time Charges**

1. Cost of the One Time charges would be payable on successful commissioning and completion of the acceptance test exercise by the Bank for all the activities/ services deemed to be one time installations in this RFP document.
2. LD and any other charges that are due to the Bank on account of non-compliance of SLA Terms will be deducted while releasing the one time charges.

**10.4.3. Payment of Power Charges**

Power charges will be payable quarterly (on actual power consumed by the Bank) in arrears on submission of:

1. Power meter readings / verification sheet by NABARD official / NABARD authorised personnel
2. Tariff table from respective electricity service provider
3. Invoices

**10.4.4. Payment for Optional Items**

Cost towards optional items would be payable as per contracted rate on successful completion of the work and acceptance by the Bank.

- 10.4.5. No advance payment will be made against any of the heads in commercial bid.
- 10.4.6. Payment of first installment will be released only after submission of Performance Bank Guarantee and finalization of contract document. Format of Contract form is given in **Annexure –XVI**. In case of delay in commencing services, payment will be made on pro-rata basis for the services delivered after deducting applicable LD, if any.
- 10.4.7. All the payments will be made in India Rupee only, electronically through RTGS/ NEFT within 30 days from date of receipt of undisputed invoice along with credit note/invoice, if applicable. Hence, Bidder to submit Bank Mandate Form (as per **Annexure –XI**) along with cancelled cheque in original with Minimum Eligibility bid.
- 10.4.8. On receipt of payment advice from bank, bidder has to acknowledge the same and submit payment receipt / confirmation.
- 10.4.9. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 10.4.10. **Payment in case of Termination of contract** – In case the contract is terminated payment will be made on pro rata basis for the period during

which services have been delivered, after deducting applicable LD, TDS and adjusting other pending charges, if any.

- 10.4.11. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.

## 10.5. Liquidity Damages

### 10.5.1. Availability (A)

1. Inability of the solution (entire Infrastructure provided by the vendor - for example AC, UPS, DG, Power etc.) to deliver the required functionality at performance levels expected at the specified volumes (including the expected increase in volumes) detailed under the above clauses would result in breach of contract and would invoke the LD clause.

$A \geq 99.982\%$	No Penalty
$99.00\% \leq A < 99.982\%$	2 days equivalent charges of that year's total Data Center co-hosting amount, on a prorate basis.
$98.00\% \leq A < 99.00\%$	5 days equivalent charges of that year's total Data Center co-hosting amount, on a prorate basis.
$A < 98\%$	Penalty at the rate of 1% of annual rental charges for every 0.1% lower than the stipulated uptime

2. Record and data for the Service Availability computations and determinations as available in "Downtime / Availability" report.
3. The LD will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled after due notice of 30 days (with cure period of 30 days)
4. Total Data Centre co-hosting charges shall be as per the definition provided in **Annexure -IV** as Commercial Bid.

### 5. Availability Service Level Default

- a) Availability Service Level will be measured on a monthly basis.
- b) The vendor performance to Availability Service Levels will be assessed against Minimum Service Level requirements on a monthly basis for each criteria mentioned in the Availability measurement table
- c) An Availability Service Level default will occur when the vendor fails to meet Minimum Service Levels, as measured on a monthly basis, for a particular Service Level.

### 10.5.2. Site Readiness

LD will also be levied upon for any delays in providing space with racks, LAN, electrical, MUX connectivity to each rack and the sitting area as required etc.



The deduction towards the delays of such deliverables will be 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

### 10.5.3. Liquidity Damages Calculation Examples

#### Example 1:

If the Data Centre Co-Hosting Charge is 1,20,00,000 and the vendor achieves an Availability of 99.6% in the month of May (31 days). Penalty to be levied 2 days equivalent charges for that year's for Centre Co-location amount, on a prorate basis.

Per Day Charges = Rs. 1,20,00,000/- / 365 = Rs.32,877/-.

LD = 2 X Rs. 32,877/- = Rs. 65,754/-.

#### Example 2:

96.2% is the Availability achieved in a particular month and the yearly co-location charge is 1,40,00,000 INR

98 % - 96.2 % = 1.80%

1.8 / 0.1 = 18 points LD

1% annual charge = INR 1,40,000

18 X 1,40,000 = INR 25,20,000

#### Example 3:

98.99% is the availability achieved in a particular month for a particular link and the annual link charges for that link 1,20,000 INR

Monthly charge = 1,20,000 / 12 = 10,000

99.99 - 98.99 = 1%

LD 1% of 10,000 = INR 100

### 10.6. Fault Reporting, Trouble Ticketing and Call Closure Procedure

- 10.6.1. Bank personnel shall notify the vendor data center HELPDESK to report a Service Outage. The vendor data center HELPDESK shall have a Trouble Ticket opened for the Bank and Bank shall quote the Trouble Ticket Number in all future communication.
- 10.6.2. Upon opening of a Trouble Ticket, vendor shall investigate the reported Service Outage and shall promptly rectify the same.
- 10.6.3. In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to the Bank, before taking the equipment's in maintenance.
- 10.6.4. Any call, which is not resolved within 10 minutes of reporting, must be informed to Bank.
- 10.6.5. Service Provider shall attempt to resolve all Trouble tickets in accordance to the Resolution matrix mentioned above. The resolution could be repair / replacement or providing a work around which does not hamper the normal productivity of the Bank.

- 10.6.6. Upon such rectification, Service Provider shall communicate the same to the Bank and close the Trouble Ticket. Service Provider shall ensure that call closure is done after Bank's acknowledgement.
- 10.6.7. The service window for all the calls shall be 24x7.

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**10.7. Termination of Contract**

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- 10.7.1. The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least three (3) months, for any valid reason, including but not limited to the following reasons:
1. If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract or
  2. If the bidder fails to perform any other obligation(s) under the contract.
  3. Discrepancies / deviations in the agreed processes and/or products.
  4. Violation of terms & conditions stipulated in this RFP
  5. Laxity in following security standards laid down by the Bank
  6. Discrepancies / deviations in the agreed processes and/or products
- 10.7.2. In case of order cancellation, any payments made by the Bank to the vendor (for period for which services are not availed) would necessarily have to be returned to the Bank with interest @ 15% per annum. Further, the vendor would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other SP. This is after repaying the original amount paid.

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**10.8. Termination for Default**

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- 10.8.1. Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, terminate the contract in whole or part: if the vendor fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract.
- 10.8.2. In the event Bank terminates the Contract in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the vendor shall be liable to Bank for any excess costs for such similar systems or services. However, the vendor shall continue the performance of the contract to the extent not terminated.

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**10.9. Termination for insolvency**

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Bank may at any time terminate the Contract by giving written notice of one month to the bidder, if the bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.

### 10.10. Periodic Review & Inspection

Bank will conduct periodic review and inspection, as and when required, to review vendor performance/ financial stability / service reliability / SLA as per the metrics / criteria defined in the RFP / SLA.

### 10.11. Project Timelines

- 10.11.1. The bidder should adhere to the project schedule as stipulated in the below table. Failure to do so would be liable for LD as stated in the RFP, unless Bank grant an extension to the bidder in writing for completion of the activities beyond the timelines as mentioned below. It is completely at the discretion of Bank to grant such an extension. The project timelines are as follows:

S.N.	Activity	Project Timelines
1	a) Making the Server / cage area ready with racks and all cabling and available for setting up the Bank's IT infrastructure in racks (Site should be ready with electrical cabling, LAN cabling and other facilities.) b) Seating arrangement for the Bank appointed onsite personnel (along with necessary furniture, electrical power, etc.)	<b>TWO</b> weeks from date of PO.
2	Site completely ready for Inspection and acceptance testing.  The site inspection may be conducted by Bank officials / appointed consultant / System Integrator / Application vendor etc. for this purpose.	<b>THREE</b> weeks from the date of PO.
3	Shifting, installation and commissioning.	<b>EIGHT</b> weeks from date of PO.

- 10.11.2. ***The reference date for purpose of counting all timelines as mentioned above would be the date of LoI / Purchase Order.***
- 10.11.3. The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- 10.11.4. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions
- 10.11.5. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, acceptance etc. of the deliverables) by the Bidder.

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**10.12. Acceptance**

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- 10.12.1. The facility will be accepted once the site is made ready as per the SoW and inspected by the Bank's team, shifting/installation of equipment at respective locations.
- 10.12.2. The Bidder shall obtain Acceptance Certificate/s from the Bank, which would contain the date of acceptance.
- 10.12.3. The contract period would commence from the date of acceptance.



## 11. General Terms and Conditions

### 11.1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 11.1.1. "The Bank", "NABARD", "Purchaser", "Buyer" means National Bank for Agriculture and Rural Development (NABARD);
- 11.1.2. "B/bidder", "Vendor", "vendor", "Supplier", "Service Provider", "Seller" means the respondent to the RFP document.
- 11.1.3. "RFP". "Tender", "RFP", "Bid document" means the 'Request for Proposal document.
- 11.1.4. "Bid" may be referred to as 'Offer'.
- 11.1.5. "The Contract" means the agreement entered into between the Bank, represented by its Head and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 11.1.6. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 11.1.7. "The Goods" means all of the equipment, machinery, software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 11.1.8. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance contract and other such obligations of the Supplier covered under the Purchase Contract;
- 11.1.9. "The Project Site" means vendor's Data Center in India.
- 11.1.10. Solution/Services/Work/System, "Solution" or "Work" or "System", "IT System" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance of the Supplier covered under the RFP

### 11.2. Use of Contract Documents and Information

- 11.2.1. The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or 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 Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 11.2.2. The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

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**11.3. Subcontracts**

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- 11.3.1. As per scope of the RFP, the subcontracting is explicitly prohibited. However, if the Bidder later considers subcontracting for certain reasons, the Bidder must obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. The bidder should then provide subcontracting details to the Bank and if required, Bank may evaluate the same.
- 11.3.2. In case if subcontracting is later permitted at any time, the contracting vendor is responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and Bank can obtain independent audit report for the same.

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**11.4. Governing language**

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- 11.4.1. The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
- 11.4.2. The technical documentation involving detailed instruction for operation and maintenance, users' Manual etc. is to be delivered with every unit of the equipment supplied / services provided. The language of the documentation should be English.

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**11.5. Applicable laws**

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The Contract shall be interpreted in accordance with the laws prevalent in India.

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**11.6. Compliance with all applicable laws**

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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 therefrom.

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**11.7. Compliance in obtaining approvals/ permissions/ licenses**

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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 therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

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**11.8. Performance security**

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- 11.8.1. The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 10% of the total order value of 5 years with additional 6 months for invocation period. The PBG should be submitted within 21 days from the issue date of LoI/PO. If the Performance Guarantee is not submitted, the Bank reserves the right to cancel the contract.
- 11.8.2. The Performance Guarantee would be returned to the vendor after the expiry of invocation period or within 6 months from the date of termination of the contract.
- 11.8.3. Performance Bank Guarantee may be invoked in case of violation of any of the terms and conditions of this document or in case of deficiency / delay in implementation/services provided by the successful bidder.
- 11.8.4. In case of extension of the contract the bidder will be required to submit the Performance Bank Guarantee equivalent to 10% of the order value for the total extension period with additional 6 months towards invocation period.

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**11.9. Forfeiture of performance security**

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The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

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**11.10. Right to Alter Quantities**

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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 work specified in the RFP.

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**11.11. No Commitment to Accept Lowest or Any Offer**

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- 11.11.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 11.11.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 11.11.3. 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.
- 11.11.4. However, the Bank on specific request of the bidder in writing, may furnish the reasons for rejecting the bid/tender.

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**11.12. Information Security**

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Bidder will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank. The same will be provided to the successful bidder.

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**11.13. Taken / Brought over of Company**

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Subsequent to the order being placed with NABARD, in the event of bidder being taken/ brought over by another company, all the obligations and execution of responsibilities under the agreement with NABARD should be passed on for compliance by the new company in the negotiation for their transfer.

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**11.14. No Employer – Employee Relationship**

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The selected bidder or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

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**11.15. Business Continuity**

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The bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank:

1. 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 bidder shall render all reasonable assistance and help to the Bank and to any new service provider engaged by the Bank, for the smooth switch over and continuity of the services.
2. In the event of failure of the bidder to render the service, without prejudice to any other right the Bank shall have as per this agreement, the bank at its sole discretion may make alternate arrangements for getting the services from any other source. And if the bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by the bank in availing such services from the alternative source

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**11.16. Patent Rights**

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- 11.16.1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India or abroad, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.
- 11.16.2. The Bank will give notice to the supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

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**11.17. Corrupt and fraudulent practice**

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As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RFP and subsequent contract(s). In this context, the bidders to note the following:

- 11.17.1. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- 11.17.2. **“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 bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 11.17.3. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- 11.17.4. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 11.17.5. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process
- 11.17.6. The Bank reserves the right to declare a bidder ineligible for a period of three years to be awarded a contract, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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**11.18. Waiver**

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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.

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**11.19. Violation of terms**

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The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, 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.

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**11.20. Confidentiality**

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- 11.20.1. The vendor will be exposed by virtue of the contracted activities of internal business information of Bank, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, or legal action against the vendors for breach of trust.
- 11.20.2. In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RFP and subsequent purchase order.
- 11.20.3. The vendor shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).
- 11.20.4. The vendor shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.
- 11.20.5. The selected vendor shall submit a non-disclosure agreement as per **Annexure -XIV** on non-judicial stamp paper of appropriate value.

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**11.21. IPR Infringement**

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As part of this project, bidder delivers any software, if the use of any such software by / for NABARD, infringes the intellectual property rights of any third person, bidder shall be primarily liable to indemnify NABARD to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder under this project.

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**11.22. Limitation of Liability**

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Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

1. IP Infringement indemnity
2. Bodily injury (including Death) and damage to real property and tangible property caused by vendor's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

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**11.23. Quality Control and Audit**

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- 11.23.1. The Bank may, at its discretion, get the services of the finally selected bidder inspected/ audited by its internal/ external inspectors/ auditors/ authorised representative. The finally selected bidder shall facilitate the same. The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant /

Testing agency entrusted by the Bank to carry out this work. The Bank's at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the Bank. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract. Vendor shall inform their readiness for the pre-commissioning inspection at least 3 days in advance. All reasonable facilities, tools and assistance including access to drawings should be provided to the Banks officials and their consultants during inspection. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants if the site offered for inspection is not as per Bank's requirement or the conditions are not complied with. The site should be ready for inspection as per the stipulated timelines in this tender. If the vendor fails to intimate the date of inspection as per the timelines stipulated in this tender, it will be treated as a breach of contract and the Bank reserves the right to levy penalty. The site will not be accepted as complete if any facility as required is not available or not up to the standards projected by vendor in their response and the requirement of this tender.

- 11.23.2. There will be an acceptance inspection by the Bank or its nominated consultants for the site. In case of discrepancy in facilities provided, the Bank reserves the right to cancel the entire purchase contract. The inspection will be arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants. The contract tenure for the site will commence after acceptance of the site by the Bank. The inspection will involve checking of the facilities – like access control, caging, electrical cabling, precision AC, power supply systems, electrical system, no. of points, LAN cabling, racks, seating space, BMS components and tools etc. There shall not be any additional charges for carrying out this inspection. The Bank will take over the site on satisfactory completion of the above inspection. The Installation cum Acceptance Test & Check certificates jointly signed by vendor's representative and Bank's official or any consultant / auditor appointed by the Bank should be received at IT Vertical, BKC along with invoice etc. For scrutiny before taking up the request for consideration of payment.

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**11.24. Privacy and Security Safeguards**

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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 and implementation plans to ensure that IT resources leaving the control of the bank (removed for repair, replaced or upgraded) are cleared of all Bank data and software. The bidder shall also ensure that all subcontractors (if permitted in contract) 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.

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**11.25. Rights to Visit**

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- 11.25.1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to NABARD or its designees at any time during normal business hours, as often as NABARD



deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

- 11.25.2. NABARD, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as NABARD may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.
- 11.25.3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/documents required by the Bank.

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**11.26. Audit**

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The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services. In case any of the services are further outsourced/assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.

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**11.27. Grievances Redressal Mechanism**

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Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RFP.

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**11.28. Compliance with Statutory and Regulatory Provisions**

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It shall be the sole responsibility of the vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

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**11.29. Right of Publicity**

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

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**11.30. Indemnity**

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- 11.30.1. The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidders obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations



as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order.

- 11.30.2. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.
- 11.30.3. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidders cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

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**11.31. Transition Support**

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In the event of expiry of term / termination of the contract, the bidder shall provide all such assistance to Bank and/or the new vendor selected by the Bank, access to the facility, use of lift / service lift, entry permission for vehicles, parking of vehicles closer to the lift, providing trolley to carry heavy equipment's, gate-pass for the equipments and manpower deployed etc.

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**11.32. Force majeure**

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- 11.32.1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.
- 11.32.2. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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**11.33. Resolution of Disputes**

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- 11.33.1. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- 11.33.2. In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such

disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

- 11.33.3. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 11.33.4. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 11.33.5. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 11.33.6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 11.33.7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 11.33.8. For the purpose of all notices, the following shall be the current address:

The Chief General Manager  
National Bank for Agriculture and Rural Development  
Department of Information Technology, 5<sup>th</sup> Floor,  
C-24, 'G' Block, Bandra Kurla Complex  
Bandra (East), **Mumbai 400 051**

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**11.34. Other Clauses**

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- 11.34.1. NABARD has the sole ownership of and the right to use, all data that may be in possession of the vendor or its representative in the course of performing the services under the agreement that may be entered into. All documents, reports, information, data etc. collected and prepared by vendor in connection with the Scope of Work submitted to NABARD will be property of the Bank. The vendor shall not be entitled either directly or indirectly to make use of the documents, reports given by NABARD for carrying out of any services with any third parties. vendor shall not without the prior written consent of NABARD be entitled to publish studies or description article with or without illustrations or data in respect of or in connection with the performance of services.
- 11.34.2. No provision of the RFP is intended to, or shall, confer any right on a third-party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.

- 11.34.3. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc., in connection with delivery of products/services at site including incidental services and commissioning.
- 11.34.4. The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.
- 11.34.5. Providing clarifications / particulars / documents, etc., to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.
- 11.34.6. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India on Income and Profits made by the vendor in respect of this contract.
- 11.34.7. No failure or delay on the part of either party relating to this 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.

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**11.35. Representation and Warranties**

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The vendor shall be deemed to have made the following representations and warranties as of the date of the bid:

1. That the bidder has the requisite qualifications, skills experience and expertise in providing services contemplated hereunder. It has the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service / systems sought to NABARD.
2. That the vendor is not involved in any major litigation, potential, threatened / existing that may have an impact of affecting or compromising the performance and delivery of services / systems under the contract.
3. That the representations made by the vendor / bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless NABARD in writing specifies to the contrary, the vendor/bidder shall be bound by all the terms of the bid.

4. That the vendor has professional skills, personnel and resources / authorisation that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract.
5. That the vendor shall ensure that all assets including but not limited to software's, licenses, databases, documents etc developed, procured, deployed and created during the terms of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
6. That the vendor shall use assets as NABARD may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the contract. The bidder shall, however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
7. That the vendor shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep NABARD, its directors, Officers, employees, representatives, consultant and agents indemnified in relation thereto.
8. That all the representations and warranties as have been made by the Bidder with respect to its bid and contract / agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
9. That the execution of the services would be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
10. That there are no inquiries or investigations have been threatened, commenced or pending against the vendor / bidder or its team members by and statutory or regulatory or investigative agencies.
11. That the bidder has the corporate power to execute, deliver and perform the terms and provisions of the contract and has taken all necessary corporate action to authorise execution, delivery and performance by it of the Contract.
12. That neither the execution and delivery by the vendor of the contract nor the vendor's compliance with or performance of the terms and provisions of the contract will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or Governmental authority binding on the vendor nor will it conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the vendor is a party or by which it or any of the property or assets is bound or to which it may be subject or violate any provision of the constitution documents of the vendor.
13. That the vendor certifies that all registrations, recording, filings and notarizations of the contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the vendor / bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

14. That there has not and shall not occur any execution, amendment or modification of any Contract without the prior written consent of NABARD, which may directly or indirectly have a bearing on the Contract or services rendered.

\*\*\*\*\*



## 12. Annexures





**12.1. Annexure – I: Bid Forwarding Letter**

**(To be submitted on Bidder's letter head)**

Date:

The Chief General Manager  
Department of Information Technology  
National Bank for Agriculture and Rural Development,  
5<sup>th</sup> Floor, C-24, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
**Mumbai - 400 051**

Dear Sir,

**Co-location and Hosting of Bank's Data Center**

We, the undersigned, offer to submit our bid in response and accordance with your tender NB.HO/DIT/756/DIT-31-2/2019-20 dated 25<sup>th</sup> June 2019. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document.

We agree to abide by this offer till 180 days from the date of last day for submission of offer (Bid).

We agree that, the rates quoted by us would serve as a rate contract for future additional services.

We agree that, the Bank will pay power charges based on actual power units consumed.

We hereby agree to participate and abide by the methods of evaluation indicated in the RFP.

We have also noted that NABARD reserves the right to consider/ reject any or all bids without assigning any reason thereof.

We understand that the Bank is not bound to accept any proposal it receives.

Dated at \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Yours sincerely,

**Date**

**Signature of Authorised Signatory:**

**Place**

**Name of the Authorised Signatory:**

**Designation:**

**Phone & E-mail:**

**Name of the Organisation:**

**Seal:**

**12.2. Annexure –II: Minimum Eligibility Criteria****12.2.1. Details of Bidder**

S. N.		Documents to be Submitted	Bidders Response (to be filled in by bidder)
1	Name of the bidder entity		
2	Year of establishment		
3	Ownership of the bidder or entity		
4	Registration number and date of registration.	Copy of Registration Certificate.	
5	Registered Office Address.		
6	GST Number	Copy of GST Registration certificate	
7	PAN No.	Copy of PAN number.	
8	<b>Promotor / Director Details</b>		
a	Name		
b	Designation (Promoter / Director)		
c	Mobile No.		
d	Mail Id		
9	<b>Address of bidder Office at Mumbai with contact numbers</b>		
a	Address		
b	Land Line No.		
c	Mail Id.		
10	<b>Contact Details of Bidders authorized Representative (on whose behalf Power of Attorney issued).</b>		
a	Name		
b	Designation		
c	Mobile No.		
d	Mail id		
e	Specimen Full Signature and initials.		
11	<b>MSME Details</b>		
a	Whether Bidder MSME (Yes/No)		
b	MSME Registration No		
c	Date till which MSME Certificate is valid.		
d	Attested Copy of MSME Certificate attached. (Yes /No)		

12	<b>Bank Account Details</b>	
a	Bank Name	
b	Account Number	
c	IFSC Code	
d	Account Type	
e	Copy of Cancelled Cheque attached. (Yes /no)	
f	Bank Mandate form as per <b>Annexure–XI</b> attached. (Yes/No).	

12.2.2. **Financials****Amount in Lakhs**

S.N.	Parameter → / FY↓	Annual Turnover	Cash Profit	Networth
1	2015-16			
2	2016-17			
3	2017-18			
4	Audited annual reports for FY2015-16, FY 2016-17 and FY2017-18 submitted (if available). (Yes / No).			
5	CA certificate for FY2015-16, FY 2016-17 and FY2017-18 submitted. (Yes / No).			

12.2.3. **Eligibility Criteria**

S.N.	Criteria	Bidder Response	Proof to be Submitted
1	Should be either a Government Organization/ PSU/ PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.		<ul style="list-style-type: none"> <li>Partnership firm: Certified copy of Partnership Deed.</li> <li>Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business.</li> <li>Reference of Act/Notification</li> <li>For other eligible entities: Applicable documents.</li> </ul>
2	The bidder should have minimum experience of providing Data Center co-location services in India for last five years as on the date of the RFP.		Statutory auditor certificate indicating that bidder is in Data Center co-location services in India for last five years.
3	The bidder should have a minimum average annual turnover of at least Rs.30 crore during the last three (3) financial years i.e. FY 2015, 2016 and 2017.		Supporting the fact, the bidder should furnish: <ul style="list-style-type: none"> <li>a) Audited annual reports for FY2015-16, FY 2016-17 and FY2017-18 (if available) and</li> </ul>

S.N.	Criteria	Bidder Response	Proof to be Submitted
4	The bidder should have positive networth and cash profit [i.e., no cash loss] in 2 years out of last 3 Financial Years i.e. FY 2015, 2016 and 2017.		b) Statutory Auditor certificate for FY2015-16, FY 2016-17 and FY2017-18. The Statutory Auditor certificate should clearly indicate the Turnover, Networth and Cash Profit for the FY 2016, 2017 and 2018.
5	The proposed Data Centre Premise for hosting Bank's DC should be at <u>Mumbai/ Navi Mumbai</u> and should be at least tier III compliant.		a) Supporting document - publicly available information of the proposed data center along with an undertaking on a vendor letterhead, clearly mentioning that the Data Centre Premise is complying with tier III [or higher] requirements. b) A valid certification copy from the authorised agency to be submitted. c) Undertaking / declaration on bidder letter head with the details of the proposed address duly attested, signed and stamped to be submitted.
6	ISO 27001 <b>(Mandatory)</b> for the bidders Data Center offered / proposed to Bank. The certification should be in-force.		ISO Certification from Governing Body for each proposed Data Center.
7	a) The bidder must be providing Data center co-location and hosting facility to at least 10 Companies at its data centers in India as on RFP date. b) Of the above submitted credentials, one (1) credential should be from BFSI, Organization in India who have co-located / hosted their Data Centre or Near Site or Disaster Recovery site.		PO or Credential letter from Companies who have hosted their DC, DR, NDR at bidders co-hosting facility mentioning that, they have taken Data Center co-hosting facility from the vendor to be submitted.
8	The proposed Data Center should be owned by the bidder. No Partnership / Consortium is allowed.		Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory

S.N.	Criteria	Bidder Response	Proof to be Submitted
9	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect.		Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory as per <b>Annexure-VI</b> .
10	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the Bid signing in favour of Bidder representative who would be signing all the pages of the bid.		Board Resolution / authorization letter from the board of directors / or Power of Attorney as per format given in <b>Annexure – V</b> to be submitted.
11	The bidder should submit Pre-Contract Integrity Pact as per format		Pre-Contract Integrity Pact duly signed by authorized signatory on <u>non-judicial stamp paper</u> of requisite value (to be borne by the bidder) as per format given in <b>Annexure –VIII</b> need to be enclosed.

I certify that the above-mentioned information and the relevant annexure and enclosures are true and correct.

**Date:**

**Place:**

**Signature of Authorized Signatory:**

**Name of the Authorized Signatory:**

**Designation:**

**Name of the Organization:**

**Seal:**

**Note**

1. Bidder response should be complete with all relevant documents attached.
2. Documentary proof, sealed and signed by authorized signatory, must be submitted
3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. NABARD will not make any separate request for submission of such information.
4. NABARD will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case NABARD feels to visit the site, the bidder to take necessary approvals for the same. NABARD will not make any separate request to the bidders' customers.
5. Proposal of the bidders are liable to be rejected in case of incomplete information or non-submission of documentary proof.





**12.3. Annexure –III: Technical Bid****12.3.1. Technical Specifications**

S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
1	The facility should be either owned by bidder or on lease with unexpired lease duration of 12 years as on date of RFP.	5		
a.	Owned / Leased but exclusive Data Centre building	5		
b.	Owned / Leased but shared with multiple tenants	2		
c.	The bidder to submit <b>Annexure -IX</b> along with documents.			
2	Age of Building	5		
a.	Less than 10 years	5		
b.	More than 10 years	3		
3	The Data Centre facility building should be away from hazardous chemical materials, LPG storage areas, chemical go-downs and other storage facilities meant for dangerous commodities.	3		
4	The proposed Data Center building should not be in low lying and flood prone area.	3		
5	The structural strength of the proposed building should have been certified and latest report to be available. The report should not be more than one year old.	2		
	<i>Copy of report/ certificate to be attached.</i>			
6	The proposed building should be covered under comprehensive insurance on ongoing basis including risk related to earthquake, floods, fire, lightening, terrorist attacks etc.	3		
	<i>Copy of last year and current year insurance report to be attached. (Yes/No)</i>			
7	The bidder proposed site should have following compliance / certifications:	14		
a.	NFPA 70 & 75	2		
b.	IS 1893:1984 seismic Compliance	2		
c.	TIA 942 compliance	2		
d.	PCI DSS	2		
e.	ISO 20000	2		
f.	ISO 9001	2		
g.	Compliance to ASHRAE Standards	2		
	Copy of the relevant certification for the data center service only.			

S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
8	The bidder to provide clear space area proposed / considered for the Bank's DC: 6 racks, scalable to 10 racks.	10		
	<i>Layout Diagram of proposed site providing complete details / position of CCTV cameras, smoke &amp; fire detectors etc. to be provided.</i>			
9	<b>Freight Lift</b> - The data center should have high capacity freight lift for ease of movement of servers and high-density network devices.	3		
10	The doors for the server room, communications room, and other critical areas should be fire rated for minimum 2 hours.	3		
11	The server room area should have a raised floor height of minimum 2ft.	3		
12	The server hall height from raised floor to false ceiling should be at least 10ft.	3		
13	The false flooring in server hall should be fire resistant and tiles should be made up of Calcium Silicate.	3		
14	The Data Centre Site should have microprocessor-based system to detect water leakage.	3		
15	The Data Centre site should have electronic rodent control systems with operability on varied frequency range.	3		
16	All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis.	4		
17	There should be sufficient power backups in place for running the Building Monitoring system in the event of power outage.	3		
18	Each component of data centre must allow concurrent maintenance without disruption to supply of services to data halls or support areas.	2		
19	The data Centre should have load bearing capacity of 1000Kg / Sq. m.	5		
20	Two independent power suppliers/ substations/ Grid Level redundancy each capable of supporting the site independently.	10		
	<i>Details of power arrangement to be submitted.</i>			

S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
21	The incoming supplies from alternate power sub-stations arranged as N+1, each entering the site from diverse paths and each terminated in separate fire-resistant enclosures.	10		
	Whether the utility power enter the site via overhead or underground conduits and/or duct Bank's?			
	<i>Details to be submitted.</i>			
22	Diesel Tanks (for generators) - The data centre should have high capacity diesel tanks for ensuring 48-hour power backup with contracts for fuel supply on demand.	3		
23	The Diesel tanks should be underground.	2		
24	Generators should be capable of providing power for 48 hours or continuously even during refilling.	5		
25	The entire solution should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source without any disruption.	3		
26	Comprehensive Power Audit in the last two years / Record of past incidents.	5		
27	The design for cooling infrastructure at the data centre should be in lines with standard guidelines to support high density cooling needs.	2		
28	Redundant CRAC units to facilitate High density cooling needs	5		
29	The bidder should be able to provide Auto Transfer Switch (ATS) for single power input systems.	2		
30	Biometric Access to the common entry to the Server room/ Server Hall area should be available	2		
31	The offered space to Bank for co-location should preferably not be top floor /ground Floor.	5		
32	A separate Cage dedicated for the Bank within the server room / Server Hall area. The cage area should be rectangle or square and have sufficient space for opening of front and rear doors for installation / replacement / trouble shooting of hardware and movement of service personnel.	10		
	<i>Following Details of cage area to be submitted:</i>			

S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
	a) Layout of area allocated to Bank.			
	b) Size of cage area proposed.			
33	The server cage area entrance and exit should be accessible using the proximity card (access control) with biometric access.	2		
34	The racks in cage area should be of 42U size with horizontal and vertical cable managers and the bidder to provide inter-rack cabling using patch panels, cross connects to communication area, cable managers for structured cabling, redundant power strips, earthing for each rack etc.	5		
35	The bidder should be able to provide space in the same server hall contiguous to the existing cage area for addition of racks at the contracted rate during the period of contract. In case bidder decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with Bank.	5		
36	UPS should be configured in redundant mode i.e. N+1.	5		
	<i>Details of UPS arrangement to be submitted.</i>			
37	Two separate power paths from the UPS to be provided to the server / network communication room.	3		
38	The bidder shall provide separate meter for measuring the electricity units consumed by the Bank for the servers/ equipment.	3		
39	The proposed caged area should be well covered in the fire detection and suppression system	5		
40	There should be CCTV monitoring for surveillance of the server hall area. The CCTV surveillance should cover Bank's Server / Cage area and other critical areas where Bank's components are placed. The CCTV cameras should cover in row view of both front & back side of the racks row, within the Bank's server area. The CCTV camera should cover the entry & exit to the Bank's server area.	5		
41	Smoke detection and fire suppression system should cover proposed Bank's server caged area.	5		
42	The temperature in the server hall should be maintained at 21 +/- 2deg C	2		

S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
43	The humidity at the data centre should be maintained at 50 % +/- 5% RH.	2		
44	The server halls should have advanced fire detection & suppression system through systems like VESDA, FM 200/FE 227, NOVEC 1230 respectively	2		
45	The Server room / Server Hall area should have precision air conditioning or equivalent with redundancy.	2		
46	The CCTV Feeds should be provided to Bank for monitoring the cages/ its infrastructure remotely.	5		
47	Availability of 3 phase, 4 wire power system in sever hall / cage area.	3		
48	The Server room area should be provided with Water Leak detection system and fire alarm system	3		
49	Air Quality in the data center site should be of severity level G1 (mild) as per ISA - 71.04.	5		
50	Activities to be recorded and the archival should be kept	5		
a.	CCTV recording kept for more months	5		
b.	CCTV recording kept for one month only.	2		
51	The vendor should be able to share the video monitoring data in case required by Bank	5		
52	Entry & Exit should be restricted and monitored and should also be in CCTV surveillance coverage	2		
53	Telecom junction box, multiplexers of various service providers at least Bharti, Tata, Sify, BSNL/MTNL, Reliance to be available in and around the building. Details of service providers whose MUXs are available at site(s) to be submitted.	5		
	<i>The bidder to provide details of service provider MUX available currently in the Data Center.</i>			
54	If the Telecom junction box, multiplexers of service provider from whom Bank would be getting the links is not available then the DC service provider should allow the commissioning of the same and provide power and space without any cost to Bank. The communication room should have sufficient space for installation of additional MUX with other facilities like power.	5		

S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
55	The co-location facility vendor should extend the link terminated by the link service provider on the junction box till the server room where the Bank's equipments will be located.	2		
56	Data centre vendor should ensure fibres from multiple providers are fed to the site from three independent channels in ring connectivity	5		
57	The future link extension from the bidder communication room till the cage/rack area will be done by the bidder as per contracted rate.	2		
58	99.982% Uptime on monthly basis is required for the vendor Data centre.	10		
59	Audit reports of people accessing the Server room should be available as and when required by Bank.	3		
60	Vendor shall provide the electrical cabling required by the racks to be hosted in the Data Centre	2		
61	The seating area should include the desk, chair, drawer which can accommodate three box files with locking facility per seat, UPS power connections (three per seat), network connections from Bank's server area /LAN (two per seat) etc. Vendor shall factor sufficient work area per seat. In addition, vendor shall provide adequate space for the movement within the enclosed seating area.	10		
	<i>Details of seating area proposed to Bank should be submitted.</i>			
62	The Vendor shall provide a separate space in the seating area to accommodate Bank's fire vault cabinet (56cm width x 81cm depth x 160cm Height') in the seating area at proposed Bank's DC site.	3		
63	The network link required between seating area and Bank's server area shall be provided by the vendor	2		
65	In addition to the purchased seating area, immediate arrangement (for seating, power and network) should be made to Bank's team of around 2 people in disaster situation to access systems hosted in DC.	3		
66	Gate passes to enter Data Centre for Bank's representatives should be free of cost	2		



S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
67	The bidder should provide staging / storage area for at least four to six weeks.	3		
68	Staging area in same should be preferably be close to the hired / hosted space and have all facilities like, redundant power, LAN connectivity, telecom	5		
a.	Staging area in same floor	5		
b.	Staging area in different floor	2		
69	The bidder should provide off-site drop off and pickup facility for backup tapes	5		
70	Critical Services like power, UPS, Genset etc. are managed by:	10		
a.	Own dedicated staff of the bidder	10		
b.	These maintenance services are Outsourced to third party	5		
71	The proposed Data Center should have multi layers of physical security:	5		
a.	Site Perimeter (Public Zone)	1		
b.	Perimeter Security (Reception Zone)	1		
c.	Facility control (Operating Zone)	1		
d.	Server Hall (high security Zone)	2		
e.	Details of security arrangements in the Data Center to be submitted.			
<b>Total</b>		<b>300</b>		

**12.3.2. Reference Customer Details**

1. The details of existing customers to whom bidder has provided Data Center co-location/hosting facility at Mumbai

S.N.	Organization	Contact Details				
		Name	Designation	Landline No.	Mobile No	Mail id
1						
2						
3						

2. The Bank's team would be contacting the bidder's customers for their feedback. Hence, the bidder to take all necessary approvals from the client.

I certify that the above-mentioned information and the relevant annexure and enclosures are true and correct

**Date****Place****Signature of Authorized Signatory ...****Name of the Authorized Signatory ...****Designation ...****Phone & E-mail:****Name of the Organization ...****Seal ...****NOTE**

1. The bidder's response column should contain the details, Yes/No will not be accepted.
2. The proof, wherever applicable to be attached and tag number of same to be specified in the response.
3. Bank shall also carry out Site visit(s) of the proposed floor in the proposed facility to verify the details and based on which marks will be awarded.
4. The bidder to take necessary approvals from the customers whose reference is provided to the Bank.

**12.4. Annexure –IV: Commercial Bid****PART A – Bank Data Center Co-location****1. RECURRING CHARGES****a. Table -1: DC Co-location Charges**

Description	Qty.	Unit Cost Details Per Annum			Total Cost for Five Years
		Cost	GST	Total	
	A	B	C	D=B+C	F=DX <sub>5</sub>
Co-location charges for DC (Racks).	06				

**b. Table -2: Seating Space Charges**

Description	Qty.	Unit Cost Details Per Annum			Total Cost for Five Years
		Cost	GST	Total	
	A	B	C	D=B+C	F=DX <sub>5</sub>
Charges for Seating Space at DC (seats)	02				

**c. Table -3: Power Charges**

Description	No. of Units (approx..)	*Current Electricity Rate (indicative)	Annual Recurring Charge	Total Cost for Five Years
	A	B	C=AXBX <sub>12</sub>	D=CX <sub>5</sub>
Power Charges for 6 Racks / Month (10x6x30) <ul style="list-style-type: none"> <li>Units mentioned are in KWh per month.</li> <li>Will be paid on actual usage.</li> </ul>	1800			

\* Current Electricity Rate and number of units mentioned above in the commercial bid is indicative for the TCO calculation purpose only. However, the power charges will be paid at actuals subject to submission of tariff table from respective electricity service provider.

\*\* Bidder may quote any other Multiplication Factor against the PUE for power charges

**2. ONE TIME CHARGES**

S.N.	Description	Unit Cost Details			Total Cost
		Cost	GST	Total	
		A	B	C=A+B	D = EX6
1	Rack Cost – 6 Racks				
2	Caging charges to accommodate 10 racks				
3	Inter-rack cabling charges				
4	Cross connect charges (Copper)				
5	Lift and Shift Charges				
6	Dedicated Biometric Access Control for cage.				
7	Electrical cabling (per rack)				
8	<b>Total One Time Charges</b>				

**3. OPTIONAL CHARGES****a) During first five Years of Contract****(as and when required during the period of entire contract)**

(i) These charges will be one-time charges, valid till the entire contract period including extensions thereof. Bank will not pay any recurring charges against these items. Quantity is for TCO calculation only.

(ii) Order will be placed on actual requirement as and when it arise.

S.N.	Description	Qty.	Unit Cost Details			Total Cost
			Cost	GST	Total	
		A	B	C	D=B+C	C = A + B
1	Inter-rack cabling charges (per rack)	1				
2	Cross connect charges (Copper)	1				
3	Cross Connect Charges (Fiber)	1				
4	Hands and Eye Support (24X7).	1				
5	Electrical Cabling charges with socket of 32amps (single phase)	1				
6	Electrical Cabling charges with socket of 32amps (Three phase)	1				
7	Electrical Cabling charges with socket of 63amps (single phase)	1				
8	Power strip with 16 sockets for the rack.	1				
9	Dedicated CCTV camera.	1				
10	<b>Total Optional Charges</b>					

**TCO = Recurring Charges + One Time Charges + Optional Charges**

Date

Signature of Authorised Signatory

Name of the Authorised Signatory

Place

Designation

Seal.....

**12.5. Annexure –V: Letter of Authorisation to Bid**

**(To be executed on non-judicial stamp paper of Rs.500/-)**

Ref No: \_\_\_\_\_

Date: --/--/2019

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

Dear Sir,

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

REF: Your RFP \_\_\_\_\_ dated \_\_\_\_\_

This has reference to your above RFP for Co-location and Hosting of Bank's Data Center. 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 services / 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: 1. This letter of authority should be on the letterhead of the bidder 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 their bid.

**12.6. Annexure –VI: Non-Blacklisting**

(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: \_\_\_\_\_



**12.7. Annexure –VII: EMD / Bid Security Form**

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

Ref No.....

Dated: --/--/2019

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

Dear Sir

WHEREAS the National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as NABARD, which expression shall, include its successors and assigns) has invited tenders for Co-locating and Hosting Bank's Data Center.

- (2) WHEREAS M/s \_\_\_\_\_ who are our constituents (hereinafter referred to as "the Tenderers", which expression shall include the successors and assigns) have taken the tender for the said work.
- (3) AND WHEREAS it is one of the condition of the said tender that the Tenderer shall deposit with the NABARD at the time of submitting the tender a sum of Rs.----- /- (Rupees -----only) as and by way of Bid Security (BS), which Bid Security (BS) shall not bear any interest and which shall be liable for forfeiture in the event of the Tenderer, after acceptance of his tender by NABARD, failing to observe any of the terms and conditions of the tender or the Tenderer not supplying the said software to the satisfaction of NABARD and / or its Consultants.
- (4) AND WHEREAS at the request of the Tenderer, NABARD has agreed not to insist for payment of the said Bid Security (BS) in cash and accept the guarantee from a Scheduled Commercial Bank in lieu thereof and have agreed to accept the same from us, the Bank i.e. \_\_\_\_\_ (Name of the bank) on behalf of the tenderer, as hereinafter contained.

In the premises aforesaid and in consideration of NABARD having agreed at our request to exempt the tenderer from depositing the said Bid Security (BS) in cash. We, \_\_\_\_\_ Bank having our Head Office at \_\_\_\_\_ and one of our Branches at \_\_\_\_\_ do hereby unconditionally and irrevocably guarantee unto the NABARD that the Tenderer will execute the Agreement soon upon acceptance of the tender by NABARD and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the said tender (read with any amendments made thereto by mutual consent of NABARD and the Tenderer) and supply the said software in the satisfaction of the NABARD / its Consultants within the time stipulated therein, failing which WE the \_\_\_\_\_ Bank shall, on demand and without demur, pay unto the NABARD the sum of Rs. -----/- (Rupees----- only) at its office at Mumbai.

We \_\_\_\_\_ Bank further covenant that:

- (a) We shall pay the aforesaid sum on demand made in writing by NABARD without reference to the Tenderers and notwithstanding any dispute or difference that may exist or arise between the NABARD and the tenderers;
- (b) that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABARD.
- (c) that the decision of NABARD on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;
- (d) that the notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;
- (e) that any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by NABARD to the Tenderer or any variation in the said tender / contract terms made by mutual agreement between NABARD and the Tenderer or any other act or deed on the part of NABARD which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender / contract or by payment of the sum.
- (f) that this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the tenderers to submit the said tender and enter into the said contract or any change in the constitution or dissolution of the Tenderers or change in its name;
- (g) that it shall not be necessary for NABARD to exhaust its remedies against the Tenderers before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which the NABARD may have obtained or may hereafter be obtained from the Tenderers at the time when this guarantee is invoked is outstanding and unrealized;
- (h) that we hereby agree that this guarantee shall be valid and be in force for a period of 180 days, i.e. up to \_\_\_\_\_ and we hereby agree to renew this guarantee for such further period or periods at the request of NABARD in the event of the works specified in the Tender are finally awarded to the Tenderers and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.
- (i) Any claim arising under this guarantee shall be preferred by NABARD within a period of six months from the aforesaid date of expiry i.e. \_\_\_\_\_ or, in the event of any renewal, within a period of six months from the date of expiry of such renewed period extended by such renewal, and unless the claim is so preferred against us, we shall stand discharged of all our liabilities hereunder.

***Yours faithfully***

***For and on behalf of***

\_\_\_\_\_  
***(Authorized Official)*** Bank

**12.8. Annexure –VIII: Pre-Contract Integrity Pact**

(To be executed on Non-Judicial Stamp Paper 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 Debabrata Sarkar Mayfair Boulevard (Narayan Apt.) Flat No.701, Main Avenue Road Santacruz (West) Mumbai – 400 054	<b>OR</b>	Shri Subodh Kumar Goel 501, Tower-6 Common Wealth Games Village New Delhi – 110 092
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- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

**Section 10 – Other provisions**

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

BUYER  
Name of the Officer  
Designation  
NABARD

BIDDER  
Chief Executive Officer  
Organisation

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_



**12.9. Annexure -IX: Undertaking from Bidder Regarding Ownership of Site**

To  
The Chief General Manager  
Department of Information Technology  
National Bank for Agriculture and Rural Development  
5th Floor, C-24, G Block  
Bandra Kurla Complex  
Bandra [East]  
**Mumbai 400 051**

**Undertaking of ownership of site / premises proposed for Data Centre for the bank (in case of owned site) OR Undertaking of unexpired lease period on the proposed Data Centre period for the bank (in case of leased premises)**

Dear Sir,

**A. In case of owned sites**

We hereby declare, confirm and undertake that the following site address proposed by us to the Bank as Data Center, is owned premise and has been registered in the name of M/S (Service provider name) vide sale deed # (XX) dated XX XX XXXX with the office of the Sub-Registrar at \_\_\_\_\_:

Site Details	Mumbai/ Navi Mumbai (for Banks DC)
Address of the site proposed to the Bank	
Sale Agreement Reference #	
Sale Agreement Date	

**B. In case of leased site**

We hereby declare, confirm and undertake that the following site address proposed by us to the bank as Data Centre, has been a leased premise vide lease deed dated XX XX XXXX, between M/S (Service provider name) and (Name of the Lessor) which is registered with the office of sub-registrar at \_\_\_\_\_. The details of the lease period for the premises are as mentioned below:

Site Details	Mumbai/ Navi Mumbai (for Banks DC)
Address of the site proposed to the Bank	
Lease deed Date	
Validity of the lease Period	
Name of the lessor	
Unexpired lease period as on RFP due date.	

Please note that the sale / lease deed copies (whichever applicable) are enclosed herewith as supporting documents and the same has been duly stamped and registered in accordance with the applicable laws.

Kindly refer to us in case of any clarifications.

**Authorized Signatories**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Company Seal:**

**Date :** \_\_\_\_\_



**12.10. Annexure – X: Statement of Deviations**

Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.

NABARD may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by NABARD will not entitle the bidder to submit a revised commercial bid. **Clarifications on queries given after Pre-bid meeting will not be further entertained.**

Tender No: NB.HO/DIT/756/DIT-31-2/2019-20 dated 25 <sup>th</sup> June 2019				
S.N .	Page Number	Section Number	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				
6				

**Authorized Signatories**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal:

**12.11. Annexure – XI: Bank Mandate Form***(To be submitted in Duplicate)*

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

**5. Particulars of Bank account:**

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

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 :

**12.12. Annexure -XII: Compliance Statement****(To be submitted on bidder's letter head)****Declaration****Tender No. NB.HO/DIT/756/DIT-31-2/2019-20 dated 25<sup>th</sup> June 2019**

Compliance	Description	Bidder Response (Yes/ No)
Special Terms & Conditions, General Terms & Conditions	We hereby undertake and agree to abide by all the terms and conditions including annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids)	
Scope of Work	We certify that the proposal submitted by us is as per the scope of work stipulated in the RFP. (Any deviation may result in disqualification of bids)	

Bank reserves the right to reject the bid, if the bid is not submitted in proper format as per RFP.

**Authorized Signatories****Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Company Seal:****Date:**

**12.13. Annexure –XIV: Non-Disclosure Agreement**

*(To be executed on a non-judicial stamped paper of requisite value based on place of execution)*

This Non-Disclosure Agreement made and entered into at ..... this.....day of ..... 2019 BY AND BETWEEN ..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at ..... (hereinafter referred to as the Implementation partner, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

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

The 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 Co-locating and Hosting of Bank's Data Center, the scope of which is specified in RFP Ref No. NB.HO / DIT / 756 / DIT-31-2 / 2019-20 dated 25<sup>th</sup> June 2019 and whereas

\_\_\_\_\_ (Name of Vendor) has through an RFP process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the System Integrator some Confidential Information (as hereinafter defined), to enable the System Integrator to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").

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

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

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

5. Receiving Party means who receives the confidential information.

6. Disclosing Party means who discloses the confidential information.

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



**1. Confidential Information**

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

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

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

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

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

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

Confidential Information does not include information which:

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

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

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

(d) was developed by 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 use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the 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**

Name of the Officer

Designation

NABARD

**BIDDER**

Chief Executive Officer

Organisation

Witness

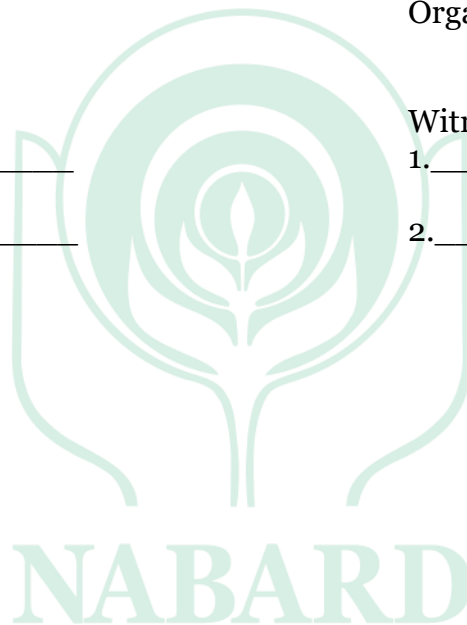
1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_





**12.14. Annexure –XV: Performance Bank Guarantee Format****(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF APPROPRIATE VALUE)**

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 (hereinafter referred to as “Purchaser”) having agreed to Co-locate and Host Bank's Data Center at \_\_\_\_\_ (Place) (hereinafter referred to as “Services”) from \_\_\_\_\_ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the RFQ (Ref. NO. \_\_\_\_\_ Dated \_\_\_\_\_) and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the Co-location and Hosting of Bank's Data Center (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to \_\_\_\_\_ 20 (validity date of BG) money or monies not exceeding a total sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the contractor to provide proposed services as per the terms and conditions of the said contract.

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

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3) This Guarantee shall expire on \_\_\_\_\_ 2019 (validity date) without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e \_\_\_\_\_ 2019.

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

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

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

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

8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

- i i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ;
- ii ii) This Bank Guarantee shall be valid up to \_\_\_\_\_ (validity date) ;
- iii iii) Unless actions to enforce the claims is filed on or before \_\_\_\_\_ (validity date) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.
- iv iv) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon

the Bank a written claim or demand on or before \_\_\_\_\_ (validity date)

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

Date this ----- day of ----- 2019 at -----

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

sd/- -----

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

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

Sd/ \_\_\_\_\_



**12.15. Annexure –XVI: Contract Form**

*[To be executed on Non-Judicial Stamp Paper of appropriate value]*

National Bank for Agriculture and Rural Development (NABARD), a Corporation established under the National Bank for Agriculture and Rural Development Act, 1981, and having its Head Office at C-24, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation / Bank / Purchaser, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assignee) of one part and M/s \_\_\_\_\_ (Name of the Service provider), a Company/a Firm/ duly registered/incorporated \_\_\_\_\_ Act, having its Registered Office/ Head Office/ Corporate Office at \_\_\_\_\_ (City & Country of Supplier) (hereinafter referred to as the "the Supplier", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignee) of Other Part.

WHEREAS the purchaser is desirous that services related to Data Center co-location and ancillary services should be provided by the service provider viz, \_\_\_\_\_ (Brief Description of Goods and Services) and has accepted a bid by the service provider for services related to Data Center co-location and ancillary services in the sum of Rs. \_\_\_\_\_ (Contract Price in Words and Figures) (hereinafter "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement along-with RFP, viz.:
  - a) The Bid form and price schedule submitted by the bidder;
  - b) The Scope of Work;
  - c) The Special Terms and Conditions;
  - d) The Service Level Agreement;
  - e) The General Terms and Conditions;
  - f) The Purchaser's Notification of Award
  - g) However, In case of any conflict clauses between this agreement and the RFP or its enclosures, the spirit in the clauses of RFP shall prevail.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the

Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Other usual covenants and conditions related to the contract would be forming part of the contract that will be executed between the parties.
6. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Signed, Sealed and Delivered by the

\_\_\_\_\_  
(Name & Designation) for and on behalf of  
\_\_\_\_\_, One Part (the Bidder)

\_\_\_\_\_  
(Name & Designation) for and on behalf of  
NABARD, One Part (the Purchaser)

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**13. APPENDIX****13.1. Appendix -I: List of Items at DC**

Sr.No.	Equipment Particulars	Equipment Make / Model	U Position	
			From	To
NETWORK RACK 1				
1.	LAN Terminal Box	Digilink	42	42
2.	LAN Terminal Box	Digilink	41	41
3.	LAN Terminal Box	Digilink	40	40
4.	LAN Terminal Box	Digilink	39	39
5.	LAN Terminal Box	DLink	38	38
6.	V C Equipment	POLYCOM VBP 7301	36	36
7.	Firewall	CHECK POINT	34	35
8.	ROUTER	CISCO 1900	31	33
9.	Switch	TP -Link	30	30
10.	ROUTER	CISCO	29	29
11.	Firewall	Fortinet 501E	28	28
12.	Router	CISCO 2900	25	26
13.	V C Equipment	POLYCOM RMX2000	22	24
14.	Server Farm Switch	ENTERASYS C5K 125-48	21	21
15.	Firewall	SONIC WALL NSA4500	20	20
16.	Fiber Optic Terminal Box	LUCENT	19	19
17.	Fiber Optic Terminal Box	LUCENT	18	18
18.	Fiber Optic Terminal Box	LUCENT	17	17
19.	Core Switch CHASSIS1	ENTERASYS CORE SWITCH	2	16
NETWORK RACK 2				
1.	LAN Terminal Box	Digilink	42	42
2.	LAN Terminal Box	Digilink	41	41
3.	LAN Terminal Box	Digilink	40	40
4.	LAN Terminal Box	Digilink	39	39
5.	Switch 24 Port	T P Link	37	37
6.	V C Video Border Proxy	POLYCOM coputer server	35	36
7.	Firewall	Fortinet 501E	34	34
8.	UTM	CHECK POINT	32	33
9.	Router	CISCO 2900	29	30
10.	V C Equipent Gatkeeper	POLYCOM CMA 4000	28	28
11.	Modem	TELLABS 8110	25	27
12.	Router	CISCO 2900 SERIES	26	27
13.	Router	REAL TIME	25	28
14.	Network Switch	D LINK	24	24
15.	Firewall	SONIC WALL NSA 4500	18	18
16.	Server Farm Switch	ENTERASYS C5K 125-48	17	17
17.	Core Switch CHASSIS2	ENTERASYS Core Switch	2	16



NETWORK RACK 3				
1.	LAN Terminal Box	DLink	41	42
2.	Switch	Cisco 2960 X Series	33	33
3.	Fiber Management System	Fiber	30	30
4.	Switch	Juniper SSG 550M	28	29
5.	Switch	Huawei S5720	27	27
6.	Switch	Cisco 891F	26	26
7.	Rack Server	DELL EMC R440	24	24
8.	Rack Server	DELL EMC R440	22	22
SERVER RACK 1				
1.	Rack Server	Dell EMC R630	40	40
2.	IBM San Switch	IBM SAN SWITCH 1	38	38
3.	Rack Server	HP PROLIANT DL380 G6	18	19
4.	Rack Server	HP PROLIANT DL380 G6	16	17
5.	IBM Power Server	IBM POWER 740	11	15
6.	Rack Server	IBM SYSTEM X3550 M3	10	10
7.	San Storage	IBM1814-20A	8	9
8.	San Storage	IBM 1814-52	5	6
9.	Network Switch	D LINK	3	3
SERVER RACK 2				
1.	San Switch	IBM SAN SWITCH 2	38	38
2.	Load Balance	ARRAY NETWORK	39	39
3.	Tape Drive For CLMAS	HP STORAGE WORKS	37	37
4.	UTM REPORT Server	DELL POWER EDGE R 620	36	36
5.	UTM REPORT Server	DELL POWER EDGE R 620	35	35
6.	CLMAS Backup Tape Drive	HP ULTRUM 1760 SAS	17	19
7.	CLMAS Backup Tape Drive	HP ULTRUM 1760 SAS	17	19
8.	Rack Server	HP PROLIANT DL 380 G 7	15	16
9.	Rack Server	HP PROLIANT DL 380 G 7	13	14
10.	Rack Server	HP PROLIANT DL 160 G 6	12	12
11.	Power Server	IBM POWER 740	8	11
12.	Rack Server	IBM SYSTEM X3550 M3	7	7
13.	Rack Server	IBM SYSTEM X3550 M3	6	6
14.	Backup Tape Drive	IBM SYSTEM STORAGE	2	5
SERVER RACK 3				
1.		HP CPU & Monitor	20	27
2.	Server	Huawei RH 2288H V3	15	16
3.	Switch	SERVER SHARE	14	14
4.	Rack Server	HP PROLIANT DL 380 G 7	12	13
5.	Rack Server	HP PROLIANT DL 380 G 7	10	11
6.	Rack Server	HP PROLIANT DL 380 G 7	8	9
7.	Server	Huawei RH 2288H V3	6	7
8.	Rack Server	HP PROLIANT DL 380 G 7	4	5
9.	Server	Huawei RH 2288H V3	2	3

SERVER RACK 4				
1.	Switch 48 Port	Huawei S5720-52X-S1	39	39
2.	Switch 48 Port	Extreme Network	38	38
3.	San Switch	EMC2 DS300B	37	37
4.	CPU & Monitor	Lenovo	25	34
5.	Rack Server	HP PROLIANT DL 380 G7	19	20
6.	Rack Server	HP PROLIANT DL 380e GEN 8	16	17
7.	Rack Server	HP PROLIANT DL 380 G 6	14	15
8.	Rack Server	CISCO	9	9
9.	Backup Tape Drive	NEO SERIES	8	8
10.	Rack Server	CISCO	7	7
11.	Rack Server	CISCO	5	6
12.	Rack Server	CISCO	3	4
SERVER RACK 5				
1.	DELL San Switch	BROCADE 300	40	40
2.	San Switch	HPE San Switch	39	39
3.	San Switch	HPE San Switch	38	38
4.	DELL San Storage	DELL Powervault MD1220	23	24
5.	D2D Appliance	HPE Store One	21	22
6.	D2D Appliance	HPE Store One	19	20
7.	Storage	3 Par Proliant	18	18
8.	Server	Huawei RH 2288H V3	16	17
9.	San Storage	EMC2 VNX 3200	12	13
10.	DELL San Storage	DELL POWER VAULT MD1220	9	10
11.	DELL San Storage	DELL POWER VAULT MD1220	7	8
12.	DELL San Storage	DELL POWER VAULT MD1220	5	6
13.	DELL San Storage	DELL POWER VAULT MD3620F	3	4
SERVER RACK 6				
1.	DELL San Switch	BROCADE 300	40	40
2.	EMC San Switch	EMC2 DS-300B	37	37
3.	Storage	3 PAR Storeserv 8000	26	27
4.	Storage	3 PaR Storeserv 8200	24	25
5.	Rack Server	CISCO UCS C240 M4	22	23
6.	Rack Server	CISCO UCS C240 M4	20	21
7.	DELL Blade Chassis	DELL POWER EDGE M620	8	17
SERVER RACK 7				
1.	SAN Switch	Cisco San Switch	39	39
2.	San Switch	Cisco San Switch	38	38
3.	Switch	HUAWEI S5720-28X-SI	26	26
4.	Switch	HUAWEI S5720-28X-SI	24	24
5.	Monitor	IBM MONITOR	22	22
6.	Server	HPE PROLENT	15	15

7.	Sever	IBM Power S822	13	14
8.	Server	IBM System x3550 M5	12	12
9.	Server	IBM Power S822	10	11
10.	Storage	IBM Storewize V5000	8	9
11.	Backup Tape Drive	IBM System Storage	4	7



# **End of RFP**

