NABARD

REQUEST FOR PROPOSAL (RFP)
FOR
BULK SMS SERVICES

National Bank for Agriculture and Rural Development (NABARD)

Department of Information Technology

5th Floor, 'C' Wing C-24, 'G' Block

Bandra Kurla Complex, Bandra (East).

Mumbai - 400051.

Maharashtra.

Ph: 022-26539690

Important Disclaimer:

This Request for Proposal (RFP) is not an offer by NABARD, but an invitation to receive response from eligible interested bidders for the Bulk SMS Services. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the Bidders. This document should be read in its entirety.

Table of Contents

GLOSSARY **6**

TENDER SCHEDULE **7**

INSTRUCTIONS FOR BIDDERS **9**

CHAPTER-1 ..... **10**

1.1 INTRODUCTION **10**
1.2. INFORMATION PROVIDED 11
1.3. FOR RESPONDENT ONLY 11
1.4. CONFIDENTIALITY 11
1.5. COSTS TO BE BORNE BY BIDDERS 11
1.6. NO LEGAL RELATIONSHIP 12
1.7. BIDDERS OBLIGATION TO INFORM HIMSELF/ HERSELF 12
1.8. EVALUATION OF OFFERS 12
1.9. ERRORS AND OMISSIONS 12
1.10. BID SUBMISSION TERMS 12

CHAPTER-2 ..... **14**

SCOPE OF WORK 14

CHAPTER 3 ..... **15**

CRITERIA FOR EVALUATION OF BIDS **15**
3.1 THE EVALUATION PROCESS WILL INCLUDE: **15**
3.2 TECHNICAL EVALUATION **15**
3.3 COMMERCIAL EVALUATION: **15**

CHAPTER 4 ..... **16**

4.1 SERVICE LEVEL REQUIREMENTS **16**

CHAPTER -5 ..... **18**

DELIVERY AND PAYMENT SCHEDULE **18**
5.1 EXPECTED DELIVERY SCHEDULE **18**
5.2 PAYMENT TERMS **18**

CHAPTER-6 ..... **19**

OTHER IMPORTANT TERMS AND CONDITIONS 19
1. INSPECTIONS AND TESTS 19
2. BIDDER'S OBLIGATIONS 19
3.ORDER CANCELLATION / TERMINATION OF CONTRACT 19
4.EFFECT OF TERMINATION 19
5.INDEMNITY 20
6.LIABILITY OF THE SELECTED BIDDER 20
7. NEGLIGENCE 21
8.FORCE MAJEURE 21
9.CHANGES TO RFP 21
10.INFORMATION OWNERSHIP 22
11.PUBLICITY 22
12.COMPLIANCE WITH LAWS 22
13.RESOLUTION OF DISPUTES 23
14.PRIVACY & SECURITY SAFEGUARDS 23
15.GUARANTEES 23
16. CONTRACT RE-NEGOTIATION 23
17.CORRUPT AND FRAUDULENT PRACTICES 24
18. WAIVER 24
19. VIOLATION OF TERMS 24
20. NON-DISCLOSURE INFORMATION 24
21. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID 25
22. SIGNING OF THE BID 25
23. COSTS OF PREPARATION & SUBMISSION OF BID 25
24. CONFIDENTIALITY OF THE BID DOCUMENT 25
25.DISCLAIMER 25

ANNEXURE-A 26

BID SUBMISSION & CONFORMITY LETTER 26

ANNEXURE-B 28

LETTER OF AUTHORISATION TO BID 28

ANNEXURE-C 30

RFP DOWNLOAD DECLARATION 30

ANNEXURE-D 31

PRE CONTRACT INTEGRITY PACT 31

ANNEXURE-E 35

NON-DISCLOSURE AGREEMENT FORM 35

ANNEXURE-F 43

CONFIDENTIALITY UNDERTAKING 43

ANNEXURE-G 45

NON-BLACKLISTING DECLARATION 45

ANNEXURE-H 46

BIDDER'S MINIMUM ELIGIBILITY CRITERIA CHECK LIST 46

ANNEXURE- I 48

FORMAT FOR FURNISHING BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT 48

ANNEXURE – J 51

TECHNICAL BID FORM 51

ANNEXURE – K 53

BANK MANDATE FORM 53

ANNEXURE – L 54

COMMERCIAL BID FORM 54

ANNEXURE-M 55

ESCALATION MATRIX 55

ANNEXURE-N 56

LETTER OF INDEMNITY AND UNDERTAKING 56

ANNEXURE—O 59

SERVICE SUPPORT FORM 59

ANNEXURE –P 60

PRE BID QUERIES FORM 60

ANNEXURE- Q 61

DOCUMENT CHECK LIST 61

ANNEXURE – R 62

SERVICE LEVEL AGREEMENT FOR Bulk SMS services for NABARD 63

Glossary

Sl.No	Acronym	Definition
1.	SMS	Short Message Service
2.	CVC	Central Vigilance Commission
3.	DD	Demand Draft
4.	DIT	Department of Information Technology
5.	EMD	Earnest Money Deposit
6.	NABARD	National Bank for Agriculture and Rural Development
7.	PBG	Performance Bank Guarantee
8.	RFP / RfP	Request for Proposal

Tender Details

<table>
<tr><td>Tender Reference No and Date</td><td>No.NB.HO.DIT/ 71 / DIT-012-/2020-21 dated 31 July 2020</td></tr>
<tr><td>Tender For</td><td>Bulk SMS Services</td></tr>
<tr><td>Cost of RFP (Non-Refundable)</td><td>No cost will be charged for the tender document downloaded by the bidders. Rs.1000/- (Rupees One Thousand Only) in the form of DD in favour of NABARD payable at Mumbai should be deposited if Hard Copy is to be supplied.

In terms of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, the MSEs registered with National Small Industries Corporation under Single Point Registration Scheme for participation in Government purchases, shall be exempt from payment of cost of tender documents. Further, the vendors empanelled with the Bank will also be supplied tender documents free of cost. However, they will have to produce documentary evidence in support of seeking such exemption.</td></tr>
<tr><td>Earnest Money Deposit (Refundable)</td><td>Remittance of Rs. 50,000/- (Rupees Fifty Thousand Only) to NABARD's Account. The UTR No for this transaction has to be indicated in the Bid Document.
OR
<table>
<tr><td>Name of Account</td><td>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</td></tr>
<tr><td>Bank Name</td><td>NABARD</td></tr>
<tr><td>Branch Name</td><td>HEAD OFFICE, MUMBAI</td></tr>
<tr><td>IFS CODE</td><td>NBRD0000002</td></tr>
<tr><td>Account Number (VAN)</td><td>NABADMN07</td></tr>
</table>
Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 180 days from the date of opening of tender as per format given in Annexure-K.</td></tr>
<tr><td>Date of Issue of RFP</td><td>31st July 2020</td></tr>
<tr><td>Last date for submission of pre-Bid queries</td><td>7th August 2020 at 17.00 hrs</td></tr>
<tr><td>Date of Pre-Bid Meeting</td><td>10th August 2020 at 15.00 hrs</td></tr>
<tr><td>Last date & time for submission of Bid</td><td>20th August 2020 at 15.00 hrs</td></tr>
<tr><td>Opening of Technical Bid</td><td>20th August 2020 at 15.30 hrs</td></tr>
</table>

Opening of Commercial Bid	Will be intimated to shortlisted bidders at a later date.
Opening of tenders	e-tendering at http://nabard.eproc.in
No. of e-bid documents to be submitted online	**a) Technical Bid:** Including Cost for RFP Document + EMD (UTR No. & date/BG) + Documents as per Check List (Annexure-Q) **b) Commercial Bid**
Contact Numbers	Shri Pravesh Gangwar, Manager - 022-26539667 Smt. Rajee Muralidharan, AGM - 022 – 26539171
Email	dit@nabard.org;v.sundararaman@nabard.org; rajee.murlidharan@nabard.org; pravesh.gangwar@nabard.org

Note: -

1. Before bidding, the bidders are requested to carefully examine the RFP document and the terms and conditions specified therein. If any bidder requires any clarification on this RFP, they may notify the Bank in writing or by email at the Bank's mailing address indicated in the RFP. Bidders should notify the Bank of any error, omission or discrepancy found in this RFP document before last date and time for pre-bid queries.
2. Bank makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
3. All costs and expenses (whether in terms of time or money) incurred by the bidders in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by Bank, will be borne entirely and exclusively by the bidders.
4. The bidders must conduct their investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
5. All bids (Technical & Commercial) must be submitted at the same time, giving full details on https://nabard.eproc.in.
6. It should be specifically noted that the contents of Technical offer must not reveal commercials.
7. The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
8. No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.
9. ***Bids will be opened online; bidders' representatives can attend online session on the bid opening date. No separate intimation will be given in this regard to the bidders for deputing their representatives. However, the date and time for opening of Commercial bid and link to join meeting shall be intimated separately by email. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him to represent and attend the bid opening on***

behalf of the bidder. The format of the authorization letter is given in Annexure-B.

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

11. Non-enclosure of Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) or equivalent amount of Bank Guarantee will result in rejection of bid. The bidder shall ensure compliance to Central Vigilance Commission guidelines (CVC) issued/ to be issued from time to time pertaining to the work covered under this RFP.

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

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

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

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

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

c) Such MSMEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSME's may approach the tender inviting authority to resolve their grievances.

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

e) The bidder to note that, in the current RFP splitting of order is not applicable.

Instructions for Bidders

1. Request for Additional Information

A. Bidders are required to direct all communications for any clarification related to this RFP, to the Designated NABARD officials and must communicate the same in writing.

B. All queries relating to the RFP, technical or otherwise, must be in writing only via electronic mail. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidder in the manner specified.

C. However, NABARD will not answer any communication reaching the Bank later than the prescribed date and time.

2. Rejection / Acceptance of Bid

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

3.Cancellation of Bid

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

4. Period of Validity of Bids

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

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

5. Who can submit the bid?

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

Chapter-1

1.1 Introduction

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

This Request for Proposal document ("RFP") has been prepared solely for enabling NABARD to procure the said goods and services. Bid submission, queries and all other terms and conditions are detailed in this document. Address for communication is as given in the cover page unless otherwise expressed specifically in any part of this document for a specific requirement.

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

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

The Request for Proposal (RFP) may be read in its entirety. Bidders may study the bid document carefully and in its entirety. Submission of bids shall be deemed to have been done after careful study and examination of the bid document and with full understanding of its implications. Bidders must ensure, prior to submission of bids, that such clarifications/ changes have been considered by them. The Bank shall not be liable for any omissions on the part of any bidder. The terms and conditions of the RFP encompass all the terms and conditions mentioned in this document. The contents of this document are listed in the Table of Contents.

1.2. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank.

1.3. For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent"), i.e., an Indian firm /Company/Society registered in India and no one else.

1.4. Confidentiality

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

1.5. Costs to be borne by Bidders

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

1.6. No Legal Relationship

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

1.7. Bidders obligation to inform himself/ herself

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

1.8. Evaluation of Offers

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

1.9. Errors and Omissions

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

1.10. Bid submission Terms

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

a) The documents may be submitted to NABARD e-tender portal.
b) Copies of the RFP response may be submitted in the manner prescribed before the closing date and time as mentioned in Tender Schedule of the RFP;
c) All submissions, including any accompanying documents, shall become the property of the Bank. Bidders shall be deemed to license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP response, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.
d) The bidder shall be required to submit an Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousand Only) by way of a separate Bankers Cheque/Demand Draft/Pay Order favouring National Bank for Agriculture and Rural Development, payable in Mumbai, which, must be submitted separately along with the RFP response. Alternatively, bidder can also submit a Bank Guarantee in lieu of EMD (Annexure-I) issued by Scheduled Commercial Bank valid for 180 days from the date of opening of tender. The Earnest Money Deposit shall be refunded to all bidders excepting the successful bidder. In case the selected bidder fails to enter into an Agreement of Contract within the stipulated date and as per stipulated terms and conditions, the Earnest Money Deposit shall be subject to forfeiture at the discretion of NABARD. No interest shall be payable by the Bank on the Earnest Money Deposit. The Application Money/ Earnest Money Deposit instruments shall not be inserted in the envelope containing the RFP Response documents. The RFP document may be downloaded from the Bank's website www.nabard.org. The RFP download declaration, as per Annexure-C is to be furnished by the bidder. The Bank reserves the right to change the requirements. However, any such changes will be posted on the NABARD's website.
e) Queries relating to the RFP, if any, may be raised by the Bidders through emails to be received at the Bank's email ID within the stipulated date and time. Any clarifications to queries raised by bidders or any change in requirement, shall be posted on the Bank's Website. Bidders may ensure

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

f) All the information required as per the bidding document shall be provided by the bidder. Incomplete information may lead to rejection of the proposal.
g) Bids once submitted shall be treated as final and no further correspondence shall be entertained. No bid shall be modified after the deadline for submission of bids.
h) No bidder shall be allowed to withdraw the bid once submitted.
i) The Bank reserves the right to reject any or all bid(s) received without assigning any reason whatsoever.
j) The Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.

Chapter-2
Scope of Work

NABARD invites service providers to offer their solution for sending text SMSes to its domestic clients/ customers/ employees as per the technical/ functional specification given in the RFP, which inter alia, includes the following:

1. The Text SMSes will be for following category:

SMS Category	Delivery Time	Existing Volume (Average)	Estimated Volume (January 2021)
Text	Within 30 sec	1.3 Lakh (per day)	3.5 Lakh (per day)**

@@ The volume can fluctuate (plus or minus) as per the events.

** These volumes are only estimates made as per present projections and NABARD does not guarantee these volumes of business.

2. NABARD has obtained exemption from TRAI vide Order No.311-01/2020/-QoS dated 11 June 2020 from payment of Service Charges for SMSes sent from its Sender ID.
3. The standard number of characters per SMS will be as per TRAI standards.
4. The bidder should be able to create unlimited number of Account IDs through which the SMSes would be sent by NABARD;
5. The bidder may be required to give separate invoices for SMSes sent through different Account IDs if need be.
6. The Bidder should be able to allocate a minimum throughput of 1000 SMSes per minute through these Account IDs.
7. The Bidder should be able to provide a dedicated pipe for NABARD accounts as prescribed by TRAI for exempted Sender ID.
8. The Bidder should have capabilities to send SMS to all GSM, CDMA handsets and to all telecom operators operating in India.
9. The bidder shall be responsible for providing 24x7x365 days service and support for the complaints.

Chapter 3
Criteria for Evaluation of Bids

3.1 The evaluation process will include:

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

ii. Such bidder who do not qualify the "**Mandatory**" criteria as indicated in Technical Bid Form i.e. Annexure-J, their bids will be summarily rejected and will not be commercially evaluated.

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

iv. The work order will be issued to the L1 vendor. The successful bidder shall acknowledge the receipt of the work order within 07 days from the date of work order and shall thereby confirm their acceptance of the work order in its entirety without exceptions by returning duplicate copy of work order duly signed and stamped in token of their acceptance. The bidder should start working on the project within 05 days of the acceptance of the work order failing which NABARD reserve the right to forfeit EMD amount from the successful bidder.

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

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

3.2 Technical Evaluation

i. The technical evaluation will be done based on the parameter in Annexure-J.

3.3 Commercial Evaluation:

i. The Bid will be awarded to L1 bidder (lowest per SMS cost) out of all bidder qualified in technical evaluation.

ii. The bids shall be quoted exclusive of GST. The GST should be indicated separately as per the Commercial Bid Form given in.

iii. In case the lowest tendered amount of two or more tenders is the same, such lowest tenderers will be asked to submit sealed revised offer. The lowest tender shall be decided on the basis of revised offers. In case the lowest tendered amount of two or more tenders in revised offer works out to same amount, then the same process will continue till selection of L1(lowest Bidder).

Chapter 4

4.1 Service Level Requirements

1. The supplier should provide 24*7 Support through Email and Phone without any additional cost to bank and as and when required by the Bank.
2. Bidder will provide on-site support for addressing application related issues, if required by the Bank.
3. The SMS sent by the Bank will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the messages pushed by the Bank shall attract penalty as follows:

i. **Penalties for delayed / non delivery of SMSes:**

Particulars	Penalty Rates
SMSes are delivered upto 30 seconds	NIL

ii. **Penalties for down time of Solution:**
Bank expects the uptime of 99.9% of the complete solution to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:

Availability of SMS Services	Charges on monthly basis
>99.7% and <99.9%	2% of the quarterly bill of the respective quarter
>99% and <= 99.7%	5% of the quarterly bill of the respective quarter
>98% and <= 99%	15% of the quarterly bill of the respective quarter
For each percentage point drop below 98%	15% + 2 percentage point of the quarterly bill for each 1 percentage point or less drop in a availability below 98%

iii. **Penalty for fall in success Rate:** Success Rate** of 97% and above is expected from Bidder in delivery of High Priority SMS category. Any fall in the success rate in delivery of SMS below the minimum expected level will be penalised as under:

Success Rate	Penalty recovery on quarterly invoices
97% & above	NIL
<97% up to 96%	5% of the quarterly bill of the respective quarter
<96% up to 95%	10% of the quarterly bill of the respective quarter
<95%	15% of the quarterly bill of the respective quarter

** Success Rate = No. of successfully delivered SMSes in 30 seconds divided by Total number of SMSes submitted to SMS gateway.

iv. **Payment will be made only for SMSes delivered in 30 seconds.**

v. The following delivery failure cases will be excluded in the calculation of delivery percentage:
a. Inbox full
b. International Roaming
c. Mobile Number blacklisted
d. Mobile Switched Off
e. Mobile Out of range
f. Invalid Mobile Numbers

vi. The penalty so calculated will be adjusted with the payments.

4. **Support Lines**

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

The successful bidder will submit SLA as per the format provided in Annexure – R.

Chapter -5
Delivery and Payment Schedule

5.1 Expected Delivery Schedule

1. The bidder will return the duly signed duplicate copy of the Purchase order within 5 days from the date of purchase order.
2. All Schedules will be calculated from the Zero Date, i.e. Date of issue of Purchase Order.
3. The Signing of SLA contract should be completed within 15 days of acceptance of Purchase Order.
4. SMS Solution should be deployed within 10 days of issue of Purchase Order.

5.2 Payment terms

1. Bids shall be quoted, and payment shall be made, in Indian Rupees only for the services.
2. All payment will be made on quarterly basis based on actual number of SMSes sent by NABARD during quarter.
3. Bills should clearly show the SMSes counts for TRAI exempted sender-IDs.
4. No minimum monthly commitment by NABARD.
5. No monthly rental
6. The SMSes cost shall be paid by NABARD on quarterly basis at the end of each quarter based on invoices raised by the Vendor/Bidder.
7. No additional payment apart from the tender bid value will be done under any circumstances.
8. All payments will be made by adopting electronic clearing system and electronic fund transfer.
9. Deduction of Income Tax, Goods and Services Tax and other applicable statutory duties would be as per the extant laws.

Chapter-6
Other Important Terms and Conditions

1. Inspections and Tests

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

2. Bidder's Obligations

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

ii. The Bidder's representative & local office at Mumbai will preferably be the contact point for the Bank. If local office at Mumbai isn't available, Bidder should share contact details of representative and office for communication.

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

3.Order Cancellation / Termination of Contract

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

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

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

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

4.Effect of Termination

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

i. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
ii. In case the bank wants to continue with the bidder's services after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
iii. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
iv. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

5.Indemnity

i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. The format for Letter of Indemnity is given in Annexure-N.
ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, sub-contractors etc.
iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

6.Liability of The Selected Bidder

i. Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.
iv. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under

the Contract to be issued for this tender. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract

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

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

7. Negligence

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

8.Force Majeure

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

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

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

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

9.Changes to RFP

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

The Bank reserve right to issue Corrigendum to the RFP and that would be published in our website only and not through newspaper advertisement.

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

i. Preliminary Scrutiny — The Bank will scrutinize the offer to determine whether it is complete. whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed. and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Vendor and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.
ii. Clarification of Offer — To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Vendor for clarification of their offer. The Bank has the right to disqualify the Vendor whose clarification is found not suitable to the proposed project. The Bank reserves the right to make any changes in the terms and conditions of RFP. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations.
iii. Erasures or Alterations — The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
iv. Pricing — It is absolutely essential for the Vendor to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.

10.Information Ownership

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

11.Publicity

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

12.Compliance with Laws

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

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

13.Resolution of Disputes

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

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

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

14.Privacy & Security Safeguards

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

15.Guarantees

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

16. Contract Re-Negotiation

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

17.Corrupt and Fraudulent Practices

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

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

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

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

18. Waiver

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

19. Violation of Terms

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

20. Non-Disclosure Information

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

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

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

22. Signing of The Bid

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

23. Costs of Preparation & Submission of Bid

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

24. Confidentiality of The Bid Document

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

25.Disclaimer

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

Annexure-A
Bid submission & Conformity Letter

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

Date--/--/2020

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

Dear Sir/ Madam,

Subject: Response to RFP Ref No NB.HO.DIT/71/DIT-012/2020-21 dated _____ for procuring Bulk SMS Service.

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

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

If our Bid is accepted, we will obtain the Performance Bank Guarantee from a Bank for a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

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

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

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

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

We understand and accept that NABARD is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and NABARD's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We understand that the Bank is not bound to accept the lowest or any Bid received.
Thanking you,

Yours sincerely,

Date

Signature of Authorised Signatory

Place

Name of Authorised Signatory
Designation
Name of the Organisation
Seal

Annexure-B
Letter of Authorisation to Bid

Ref No:_____ Date: --/--/2020

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

Dear Sir,

Subject: Authorization Letter for submitting bid documents.

REF: Your RFP Ref No NB.HO.DIT/71/DIT-012/2020-21 dated _____

This has reference to your above RFP for procuring Bulk SMS Service with Three Years Contract Period. Mr/Mrs/Miss_____ is hereby authorised to submit the bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank's request for proposal vide RFP _____ dated _____ on behalf of our organization.

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

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

The specimen signature is attested below:

_____

Specimen Signature of Representative

_____

Signature of Authorizing Authority

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

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

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

Ref No:_____ Date: --/--/2020

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

Sir,

Subject: .....

Kindly refer to your RFP Ref No NB.HO.DIT/71/DIT-012/2020-21 published on the website *www.nabard.org* downloaded from electronic media. We wish to confirm that we have downloaded the complete RFP document from the website /electronic media. We shall submit the RFP document as per your prescribed specifications for Technical & Commercial Bid.

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

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

Yours Sincerely,

Date:
Signature of Tenderer with Seal:
Phone:
Fax No.:
E-mail address:

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

Between

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

And

..... hereinafter referred to as **"The Bidder"**

Preamble

The Buyer intends to award, under laid down organizational procedures, contract/s for ..... . The Buyer values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).
In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Buyer

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

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

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

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

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

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This

applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABARD is :

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

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
(5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposal for correcting problematic situations.
(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
(9) The word **'Monitor'** would include both singular and plural.

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

BUYER	BIDDER
Name of the Officer	
	Chief Executive Officer
Designation	
	Organisation
NABARD	
Witness	Witness
1._____	1._____
2._____	2._____

Annexure-E
Non-Disclosure Agreement Form
On bond Paper Value Rs 100/-

This Non-Disclosure Agreement made and entered into at ..... this.....day of ..... 2020 BY AND BETWEEN ..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at ..... (hereinafter referred to as the Implementation partner, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

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

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

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Proposal to appoint an System Integrator for setting up a Bulk SMS Service the scope of which is specified in RFP Ref No NB.HO.DIT/71/DIT-012/2020-21 dated July 2020 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 used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

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

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

a. Suspension of access privileges

b. Change of personnel assigned to the job

c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.

d. Termination of contract

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

8. Entire Agreement, Amendment, Assignment

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

9. Miscellaneous

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

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

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

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

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

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

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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

10. Suggestions and Feedback

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

11.Governing Law

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

12.General

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

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

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

Witness

1._____

2._____

Witness

1._____

2._____

Annexure-F
Confidentiality Undertaking

Ref No: _____ Date:--/--/2020

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

Dear Sir,

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for procurement of Bulk SMS services, we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to NABARD and its business that is provided to us pursuant to this Undertaking.

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.

2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.

3. We shall not disclose any Confidential Information to any other person or firm, other than the following:-

- With your prior written consent, such consent not to be unreasonably withheld;
- To the extent that such disclosure is required by law;
- To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
- To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

4. We shall not disclose or divulge any of the Confidential Information to any other client of _____ (name of product vendor / implementation partner)

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

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

Yours Sincerely

Signature and Stamp of Company

Authorised Signatory

Designation:

Date:

Annexure-G
Non-Blacklisting Declaration
(On the Organisation's letter head)

Part A. In the case of a Proprietary Concern:

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

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

Part B. In the case of a Partnership Firm:

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

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

Part C. In the case of Company:

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

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

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

Place: Signature of Bidder: _____

Date: Name of Signatory: _____

Annexure-H

Bidder's Minimum Eligibility Criteria Check list

Sr. No.	Criteria	Supporting documents required as proof to be submitted	Compliance (Yes/No)
1	The Bidder is registered as a company in India for providing IT/Telecom solutions as per Companies Act 1956 and exists for at least 3 years with a valid GST registration .	Copy of the certificate of incorporation and certificate of commencement of business issued by the Registrar of Companies. Evidence for GST registration. Certificate from authorized signatory/ Company Secretary of the bidder indicating that they are in IT/Telecom Solution for last 3 years	
2	The Bidder must have a minimum turnover of Rs.7.00 crore from telecom operations in each of the last three years, viz., 2016-17, 2017- 18 and 2018-19	Copy of the audited Balance Sheet and / or Certificate of the Charted Accountant for preceding three years.	
3	The Bidder should have been in net profit in all the last three financial years.	Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Charted Accountant	
4	Tie up with min 02 domestic telecom operators (names)	Copy of valid agreement / Contract valid till December 2023 should be submitted.	
5	Bidder must be handling minimum 35 lacs SMSes per day. (Other than promotional SMSes.)	Copy of invoices of last 03 months should be submitted.	
6	The bidder should have provided similar non-promotional SMS services of not less than 3.5 lakh SMSes per day to atleast 3 companies / institutions in India, of which one should be in the	Copies of 3 best Purchase Orders indicating the number of SMSes they have contracted. (if yearly number is indicated, the same would be divided by 365 days to arrive at the average number of SMSes per day.)	

	BFSI Sector during the last 3 years.		
7	The bidder should not have been blacklisted by TRAI or any public sector undertaking during the last three years	Bidder should submit a declaration to the effect as per the format provided in Annexure-G. If this declaration is found to be false, the Bank shall have the right to reject bidder's offer and if the bid has resulted in a contract, the contract is liable to be terminated.	
8	The Bidder should preferably have local office at Mumbai	Bidder may submit a declaration mentioning Mumbai office address on letter head	

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

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

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

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

Dear Sir

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

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

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

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

In the premises aforesaid and in consideration of NABARD having agreed at our request to exempt the tenderer from depositing the said Bid Security (BS) in cash. We,_____Bank having our Head Office at _____and one of our Branches at _____do hereby unconditionally and irrevocably guarantee unto the NABARD that the Tenderer will execute the Agreement soon upon acceptance of the tender by NABARD and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions

of the said tender (read with any amendments made thereto by mutual consent of NABARD and the Tenderer) and supply the said software in the satisfaction of the NABARD / its Consultants within the time stipulated therein, failing which WE the_____Bank shall, on demand and without demur, pay unto the NABARD the sum of Rs. ----------/- (Rupees---------- ---------- only) at its office at Mumbai.

We _____Bank further covenant that:

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

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

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

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

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

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

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

(h) that we hereby agree that this guarantee shall be valid and be in force for a period of 180 days, i.e. up to _____ and we hereby agree to renew this guarantee for such further period or periods at the request of NABARD in the event of the works specified in the Tender are finally

awarded to the Tenderers and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.

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

Yours faithfully

For and on behalf of
_____Bank
(Authorized Official)

Annexure – J

Technical Bid Form

S.No	Required Functionalities/ Features	Required	Compliance (Yes/No)	Supporting documents
1	The bidder needs to provide the SMPP and/or HTTPS -API with/ without XML support and Email to SMS to the Bank with multiple accounts for sending messages. This should be the primary channel for Communication.	Mandatory		
2	The Bidder should be able to allocate minimum TPS 1000. There should be provision to increase or decrease the TPS based upon the request by NABARD, MUMBAI.	Mandatory		
3	Delivery reports should be updated in real time. Reports should be made available in real time as well as can be downloaded in CVS, excel, etc formats.	Mandatory		
4.	The bidder should provide suitable means such as website/ portal/ tool for generation of MIS reports and for showing the current status of messages. The MIS report should have the following minimum fields: a) Mobile number Message text b) Date/time of SMS received at the gateway. c) Date/time of SMS send to the operator. d) Date/time of SMS delivered to	Mandatory		

	the end subscriber e) Status of the SMS Status / Error code and description			
5	The bidder should be able to provide the quarterly statistics with an auto generated mail to the mail-ids advised by the Bank. The daily statistics should contain the following fields: a) Period b) Total SMSes received c) Total success d) Total failed/expired	Mandatory		
6	Bidder should have a DR site or alternate arrangement to support continuity	Mandatory		
7	Advanced Threat Protection System for SMS gateway	Mandatory		
8	Bidder should be able to send SMS in English, Hindi and other vernacular languages.	Mandatory		
9	The SMS Gateway solution should have a feature to intimate the originating system of failure of delivery of SMS by way of an API or otherwise on real time basis	Mandatory		

Authorised Signatory of the Bidder with Seal

Date:

Place:

Annexure – K

Bank Mandate Form
(To be submitted in Duplicate)

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

5. Particulars of Bank account:

Bidder Name in Bank Account			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No. ***as appearing in the Cheque book)***			
Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number			
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

Authorised Signatory of the Bidder with Seal

Date:

Annexure – L
Commercial Bid Form

Cost per SMS for the TRAI exempted sender IDs for 3 years:

(Amt. in Rs.)

Sl.No	Cost per SMS excluding GST	GST	Cost per SMS including GST
i			

1. The rates quoted in the tenders shall be firm and shall not be subjected to variations because of fluctuations in market rates, taxes or any other reasons whatsoever for the project period of 5 years from the date of Purchase Order (03 years + 2 years' extension period). In case of Extension of Services by no. of years (up to another 2 years), same cost per SMS will be paid.
2. The Bank may extend the contract on terms agreed to by the Bank and the Vendor as per the cost quoted in Commercial Bid form. Under no circumstances, the bidder can quote price more than that provided in the Commercial Bid Form**.**

Date: **Name and Signature of the Bidder:**

Place: **Business Address:**

Annexure-M
Escalation Matrix

1.**Name of organisation:**_____

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

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

Signature:
Name of Representative:
Designation:
Company Seal:

Annexure-N
Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

Ref No:_____ Date:--/--/2020

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

Dear Sir

Subject:_____

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to procure Bulk SMS Service, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

SCHEDULE

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

Yours faithfully

(Name and Designation) of Authorized Official

Annexure—O
Service Support Form

Bidder's representative of local office at Mumbai will preferably be the contact point for the NABARD. If local office at Mumbai is not available, Bidder should share contact details of representative and office. The Bidder is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both. Please Refer to Eligibility Criteria:

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

NOTES:

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

Company Seal Signature of the Bidder

Online bids under two cover system comprising of (1)The Technical Bid and (2)Financial Bid should be submitted online on https://nabard.eproc.in

Annexure –P
Pre Bid Queries Form

Clarifications required:

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

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

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

Annexure- Q
Document Check List

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

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

	Documents to be submitted by Successful Bidder	**Annexure**	**Enclosed Yes / No**
1.	Escalation Matrix	M	
2.	Letter Of Indemnity And Undertaking	N	
3.	Service Support Form	O	

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

Annexure – R
SERVICE LEVEL AGREEMENT FOR Bulk SMS services for NABARD
(To be submitted by the Successful Bidder)

This **Service Level Agreement** (hereinafter referred to as the "**SLA/Agreement**") is executed on date _____.

BY AND BETWEEN

National Bank for Agriculture and Rural Development (**NABARD**) a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, Block G, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 and Regional Offices (ROs)/Training Establishments (TEs) in different states across the country; represented by its Authorised Signatory (Shri _____, _____) hereinafter referred as "**NABARD**" (which expression shall mean and unless repugnant to the context, includes its successors in business, legal representatives and administrators or permitted assigns) of **ONE PART**;

AND

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

NABARD and **M/s**_____ may hereinafter be referred to as such or singularly as the "**Party**" and collectively as the "**Parties**", as the case may be.

WHEREAS

I. **NABARD** has issued a Request For Proposal (RFP) for procuring a Bulk SMS Service.
II. In response to the said RFP of NABARD, M/s_____ submitted its Proposal to set up the system for meeting the requirements of NABARD and to provide Post Implementation Support at the desired Service Levels as specified in the RFP.
III. **M/s**_____ hereby agrees to implement and also provide Support at the desired Service Levels for Bulk SMS Service as per terms and conditions of this Agreement.
IV. The work order was issued on ..... The copies of RFP and the work order issued to vendor by NABARD with reference number ..... are annexed herewith. The Parties hereto wish to record the terms and conditions in writing.

NOW, THEREFORE, IN CONSIDERATION OF THIS MUTUAL COVENANTS HEREINAFTER APPEARING, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SLA Definitions

1.1. "**The Solution**" means the Bulk SMS Service to be implemented by **M/s**_____.

1.2. **"Effective Date"** means the date on which this Agreement begins, which is the date written below by the last Party to sign this Agreement.

1.3. "**Support**" means implementation support in the form of supply, installation, implementation, commissioning, maintenance of the solution and includes monitoring and maintenance of the desired Service Levels to provide quality customer service to NABARD.

1.4. "**Scheduled Business Operation Hours**" of NABARD is from 8:00 AM to 8:00 PM (IST) from Monday through Friday and the operating hours for SMS services shall be 24*7*365 basis.

1.5. "**Response Time**" means the elapsed time between the receipt of a Support Call and the target time within which M/s_____ begins Support as verified by a written confirmation to NABARD.

1.6. "**Support Term**" is the period starting from the date of this Agreement, consisting of services for three years, It will also mean such further extensions or renewals undertaken in accordance with this Agreement.

"**Upgrade**" means an improved version of the whole or any part of the System.

2 Scope of document

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

This Agreement shall ensure the following:

a) Establishment of mutual responsibilities and accountability of the Parties;

b) Definition each Party's expectations in terms of services provided;

c) Establishment of the relevant performance measurement criteria;

d) Definition of the availability expectations;

e) Definition of the escalation process; and

f) Establishment of trouble reporting single point of contact;

3 Business Impact of SLA breach

Importance	Criteria	Indicative Business loss
Critical	The identified issue has material business impact and needs to be resolved immediately. This level would typically correspond to issues	Business can't be transacted due to unavailability of services leading to Financial, reputation and effort from all stake holders

Importance	Criteria	Indicative Business loss
	that result into disruption of most or all critical services to all offices.	
Semi-Critical	The identified issue has significant business impact and needs to be taken up on top priority. This level would typically correspond to issues that result into disruption of one or more critical services to all offices	Services to Bank stakeholders impacted, including remittance made and received during the time of interruption, which has major impact to Bank's stakeholders.
Non- Critical	The identified issues have almost no impact in terms of business. However, issue needs the attention of SI and shall be fixed on lesser priority.	Business continues to operate at less efficiency and Officers and Stakeholders are unable to discharge regular duties completely.

4. Implementation & Support Services

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

4.1 **Scope of Support Services**
The proposed scope of the Support to be provided by M/s_____ (as per Chapter 2"Scope of Work" of the RFP which would be as follows:

4.2 Service **Performance**

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

4.3 **Support mode**

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

Support mode	Description	Remarks
Email	Auto trigger of email or user raised request by email to designated email ID	*As applicable*

Call	Call the specific service number for logging any issue, follow up or escalation	
Chat	Support request by chat, if available	
Visit	Service Engineer visiting the site for resolution of concern	
Remote Support	Provide remote access by VPN for authorized personnel for immediate remediation or be available on call	*Need based*

4.4 **Support Window**

Support window	Description	Remarks
Support Window	Support during Business Operation Hours of NABARD 8 AM to 8 PM (Monday to Friday)	Support through Telephone and Email
	Support after Business Operation Hours of NABARD	Leave an email /SMS after regular business hours. All calls will be returned the following business day by 8 AM.
Scheduled Maintenance	Time when scheduled maintenance will be performed	Scope & schedule to be agreed mutually with NABARD's Operations Team.

5. Incident Management

M/s_____ will have to resolve the incidents as per the response times indicated in the table given below.

Resolution/ Mitigation Time		
Importance	**Response Time**	**Resolution Time**
Critical	30 min	2 hours
Semi-critical	30 min	4 hours
Non-critical	1 hour	24 ours

6. Support Escalation

All incidents that exceed the response time will be escalated to the escalation contacts listed below.

Name	**Designation**	**Phone**	***E-mail***

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

7. Penalties for not maintaining the desired service levels

7.1. Penalties for delayed / non delivery of SMSes:

Category	Penalty Rates
SMSes are delivered upto 30 seconds	NIL

7.2. Penalties for down time of Solution:

NABARD expects the uptime of 99.9% of the complete solution to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:

Category	Availability of SMS Services	Charges on monthly basis
Non-critical	>99.7% and <99.9%	2% of the quarterly bill of the respective quarter
Less critical	>99% and <= 99.7%	5% of the quarterly bill of the respective quarter
Semi-critical	>98% and <= 99%	15% of the quarterly bill of the respective quarter
Critical	For each percentage point drop below 98%	15% of the quarterly bill of the respective quarter + 2 percentage point of the quarterly bill for each 1 percentage point or less drop in availability below 98%

7.3. **Penalty for fall in success Rate:**

Success Rate** of 97% and above is expected from Bidder in delivery of SMS. Any fall in the success rate in delivery of SMS below the minimum expected level will be penalised as under:

Success Rate	Penalty on monthly invoices
97% & above	NIL
<97% up to 96%	5% of the quarterly bill of the respective quarter
<96% up to 95%	10% of the quarterly bill of the respective quarter
<95%	15% of the quarterly bill of the respective quarter

** Success Rate = No. of successfully delivered SMSes in 30 seconds divided by Total number of SMSes submitted to SMS gateway.

7.4 Payment will be made only for SMSes delivered in 30 seconds.

7.5. The penalty so calculated will either be adjusted with the payments or will be separately realized from the bidder

7.6 In event of SMS sending account/accounts are compromised at Vendors level, NABARD will not make any payment for sent messages and vendor will register FIR with police in such event

7.7 Penalty for failure to comply with Technical bid criteria:

Failure by the vendor to adhere to any of the Required functionalities/features of Technical Bid form as per Annexure –J in RFP, shall be penalised at 10% of the total contract amount.

In addition to above mentioned penalty, NABARD is also entitled to terminate the agreement with the vendor for failure to meet required functionalities/ features of Technical Bid form, by giving 30 days' written notice.

8. Periodic Review Process

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

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

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

9. Inspection and Audit

9.1. It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external Auditors appointed by any regulatory authority,

covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the vendor shall submit such certification by such Auditors to the Bank. The vendor and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them.

9.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the NABARD or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the NABARD regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

9.3. Service Provider further agrees that whenever required by the NABARD, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the NABARD/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The NABARD reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the NABARD.

10. Exclusions

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

10.2. Support by M/S_____shall not include;

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

11. Support Fee

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

11.2 Revision of charges

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

12. Responsibilities of NABARD

M/s_____ 's provision of Support to NABARD is subject to the following terms and conditions:

a) NABARD shall provide M/s_____ with necessary access to NABARD's personnel and its equipment. This access includes the ability to dial-in to the equipment on which the Software is operating and may also include the ability to obtain the same access to the equipment as those of NABARD's employees having the highest privilege or clearance level.
b) NABARD shall provide supervision, control and management of the use of the Software.
c) NABARD shall document and promptly report all detected errors or malfunctions of the Solution to M/S_____. NABARD shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from M/S_____.
d) NABARD shall adhere to the terms and conditions of the License Agreement.
e) NABARD shall not request, permit or authorize anyone other than M/S_____ to provide any maintenance services in respect of the solution.
f) NABARD shall appoint up to two (2) individuals within NABARDs' who are knowledgeable in the operation of the solution to serve as primary contacts between NABARD and M/S_____ regarding the registry and report of Support Calls. The names of the said personnel shall be promptly intimated to M/S_____. All of NABARD's Support inquiries shall be initialized through these contacts.

13. Additional Services

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

All Critical & High category Vulnerabilities – Within 30 days of informing

All Medium Category Vulnerabilities – Within 45 days of informing

All Other category vulnerabilities – Within 90 days of informing

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

14. Intellectual Property and Confidentiality

a) In the course of providing Support under this Agreement, M/S_____ creates any documentation or other material protected by copyright, or any other intellectual property right, all legal and beneficial rights to the same shall vest with M/S_____ and NABARD shall have no rights to the same beyond a non-exclusive right to use for internal purposes.
b) M/S_____ shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of NABARD's information and data in its possession and to prevent unauthorized access thereto or use thereof.
c) The parties shall treat as confidential the terms of this Agreement and any other information or data, which it receives from the other party in the course of this Support Agreement and shall not disclose the same to any third parties or any of its employees except on a need to know basis.
d) All data captured and reported by Vendor to the Bank in connection with terms of this agreement shall be deemed to be "Confidential Information" for the purpose of this clause and cannot be disclosed by Vendor without written consent of Bank. Likewise, any information provided by Bank in terms of this agreement shall also be deemed to be 'Confidential Information' for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to Bank) should be returned back to the other party. Likewise, the data captured by Vendor and retained by Vendor is purely for providing service and based on the agreement entered into with the Bank. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Vendor will be property of the Bank. The Provision of Confidential Information shall survive termination or expiration on this agreement.
e) The provisions of this Section 7 shall survive termination or expiration of this Agreement.

15. Subcontracting and Assignment

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

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

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

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

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

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

16. Limitation of Liability

M/S_____'s entire liability under this Agreement is limited to 15% of quarterly invoice .M/S_____will in no event be liable to NABARD for consequential, incidental, special or other indirect damages such as loss of profits herein whether by contract or tort, even if M/S_____has knowledge of the likelihood of such damages.

17. Warranties

M/S_____warrants that the Support services will be performed by appropriately qualified personnel with due care and diligence and to such high standards of quality as it is reasonable for M/S_____to expect in all the circumstances.

18. Indemnification

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

19.Notices

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

20. Termination of Support Services

A. Order Cancellation / Termination of Contract

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

1. Delay in Implementation of the Project beyond the specified periods for reasons solely ascribed to the M/s_____.
2. Serious discrepancies noted in the implementation of the project
3. Breaches in the terms and conditions of the Purchase Order.
4. Project adversely affecting the Core Systems or Core Business of the NABARD and the normal functioning of the Offices of NABARD.
5. If M/S_____fails to upgrade any or all of the critical hardware/Software within the period(s) specified in the Contract or within any extension thereof granted by the NABARD.
6. If M/S_____fails to perform any other obligation(s) under the Contract.
7. If M/S_____is not providing after sales and maintenance services and the calls are not attended for three or more occasions, NABARD is at liberty to terminate the contract by giving 30 days' 'Notice'. If M/S_____provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.
8. In addition to the cancellation of purchase order, NABARD reserves its right to invoke the Performance Bank Guarantee given by the M/s_____ after giving notice.
9. Termination in all circumstances will mean a proper transition with data transfer in a readable format along with all knowledge documents. Transition to take at least a month unless extended by mutual consent

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

B. Effect of Termination

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

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

ii. M/S_____agrees that after completion of the Term or upon earlier termination of the assignment M/S_____shall, if required by NABARD, continue to provide warranty services to the Bank at no less favorable terms than those contained in RFP/agreement. In case NABARD wants to continue with the

M/S_____'s services after the completion of this contract then M/S_____shall offer the same or better terms to NABARD. Unless mutually agreed, the rates shall remain firm.

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

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

21. Dispute Resolution and Arbitration

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

22. Miscellaneous

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

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

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

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

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

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

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

22.8 M/S_____ will not release any factual information concerning this Agreement to any person/news media without prior permission of NABARD.

22.9 Terms of Payment and Penalties

In consideration of the Services and subject to the provisions of the RFP and this **Majeure** Agreement, the Bank shall pay the amounts in accordance with the Terms of Payment Schedule of the RFP

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

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

THIS AGREEMENT shall be executed in two numbers, one will be kept with NABARD and the other with M/S_____

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

NABARD **M/S**_____

Signature: Signature:

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

WITNESS	**WITNESS**
Signature :	Signature :
Name :	Name :
Address :	Address :

----------***End of Document***----------