

Supply of Red Hat JBoss Enterprise Application Platform and Extended Life Support Subscriptions

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: 022-26539666

Important Disclaimer:

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

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1. Introduction

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

NABARD is using Red Hat JBoss EAP support subscription for its internal operations. The previous version JBoss 5 went out of support in 2019. NABARD now intends to upgrade JBoss and is looking for a suitable service provider/OEM for **supplying Red Hat JBoss EAP support subscription and Red Hat JBoss EAP Extended Life Support (ELS) support subscription for its usage for a period of one year.**

Disclaimer:

- The tender/RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.
- The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
- The purpose of this RFP is to provide the bidders with information to assist the formulation of their bids/ proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and

completeness of the information in this RFP and, wherever necessary, may obtain independent advice.

- Bank makes no assertion or warranty and shall incur no liability 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.

2. Critical Information

National Bank for Agriculture and Rural Development (NABARD) invites e-Bids from prospective bidders. Interested Bidder must submit relevant documents in <https://eprocure.gov.in/eprocure/app> The Bidder shall submit two separate Bids for the service (Technical Bid and Commercial/Financial Bid).

Tender Reference No. and Date	No. NB. HO. DIT/91165/DIT-14-20 dated 22 nd September 2025
Tender For	Supply of Red Hat JBoss Enterprise Application Platform and Extended Life Support Subscription for 1 Year
Cost of RFP (Non-Refundable)	<p>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 favor of NABARD payable at Mumbai should be deposited if Hard Copy is to be supplied.</p> <p>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.</p>

	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.										
Earnest Money Deposit (Refundable)	<p>Remittance of ₹2,76,000/- (Rupees Two Lakh Seventy-Six Thousand only) to NABARD's Account. The UTR No for this transaction must be indicated in the Bid Document.</p> <table border="1"> <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> <p>OR</p> <p>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-VII.</p> <p>Micro and Small Enterprises (MSEs) are exempted from remitting EMD. MSE bidders must provide valid Udyam Certificate for EMD exemption.</p>	Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT	Bank Name	NABARD	Branch Name	HEAD OFFICE, MUMBAI	IFS CODE	NBRD0000002	Account Number (VAN)	NABADMN07
Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT										
Bank Name	NABARD										
Branch Name	HEAD OFFICE, MUMBAI										
IFS CODE	NBRD0000002										
Account Number (VAN)	NABADMN07										
Date of Issue of RFP	22 nd September 2025										
Last date for submission of pre-Bid queries	<p>24th September 2025, 05:00 PM</p> <p>All queries should be sent to nabcbs@nabard.org</p>										
Date of Pre-Bid Meeting	25 th September 2025, 3:00 PM										

	<p>Online Meeting link:</p> <p>Pre-Bid Meeting: Supply of Red Hat JBoss Enterprise Application Platform and Extended Life Support Subscriptions Meeting-Join Microsoft Teams</p> <p>Meeting ID: 458 764 314 283</p> <p>Passcode: JY98q984</p> <p>Office Address:</p> <p>Department of Information Technology, NABARD, 5th Floor, Plot C-24, G Block, Bandra Kurla complex, BKC Road, Bandra East, Mumbai, Maharashtra 400051</p>
Reply to pre-Bid queries	26 th September 2025
Last date & time for submission of Bid	1 st October 2025, 3:00 PM
Opening of Technical Bid	03 rd October 2025
Opening of Commercial Bid	Will be advised later
Opening of tenders	https://eprocure.gov.in/eprocure/app
Contact Numbers	Shri Anuj Bagaria, Assistant Manager LL: 022-26539666, Mob: +917737037239
Email	nabcbs@nabard.org , anuj.bagaria@nabard.org

3. Instructions to Bidders

The bidder should ensure that the following documents are submitted suitably while bidding:

1. Copy of the bidder's original Certificate of Incorporation along with audited balance sheet for the last three Financial Years (FY 2022-23, 2023-24 and 2024-25).
2. Non-Blacklisting/Non-Debarment Declaration as given in Annexure-III.
3. Bidder details with seal and signature as given in Annexure-IV.
4. The letter from OEM on its letterhead, certifying that the bidder is the authorized partner/SI for providing subscription, implementation and maintenance of Red Hat JBoss EAP support subscription and Red Hat JBoss EAP Extended Life Support (ELS) support subscription.
5. Pre-Contract Integrity Pact on ₹500 stamp paper as per the format in this bid document. (Annexure-V)
6. Submission of EMD or BG for an amount of ₹2,76,000/- (Rupees Two Lakh Seventy-Six Thousand only). MSEs are exempted from remitting EMD or BG provided valid Udyan Certificate is submitted.
7. In case of non-submission of any of the above documents or submission of document with partial information criteria, the bid is liable for rejection.
8. The successful bidder (Technically Qualified L1) must submit KYC form/CKYC number, sign Service Level Agreement (Annexure-VIII) and Non-Disclosure Agreement (Annexure- VI) after the award of contract.

4. Response to RFP

The bidder should use the entire information furnished in the RFP including scope, detailed requirements, functional and technical specifications, other Annexures, Appendices and other terms and conditions to submit their response.

The bidder is expected to examine all instructions, forms, terms, and specifications in the RFP.

The bidder has to submit the response to the RFP by way of a Bid comprised of:

1. Technical Bid: indicating the response to the technical requirement specifications and functional requirement specifications.
2. Commercial Bid: furnishing all the relevant information as required.

The bidders should submit both Technical Bids and Commercial Bids online in <https://eprocure.gov.in/eprocure/app>. The Bid, either technical or commercial, submitted cannot be withdrawn / modified after submission of Bids.

Failure to furnish all information required as per the RFP or submission of Bids not responsive to the RFP in every respect will be at the bidder's risk and shall be liable for rejection by NABARD.

Validity of Bids

The Bids shall remain valid for a period of 180 days from the last date of opening of Commercial Bids. All responses including Commercial Bids and Technical Bids would be deemed to be irrevocable and unconditional offers/proposals from shortlisted bidders and shall, if accepted by NABARD, deemed to form part of the final contract between NABARD and the selected bidder. NABARD may notify extensions of the Bid validity period, if required at its sole discretion prior to the date of Bid submission.

5. Submission of Bids

Technical Bid containing documents supporting eligibility criteria (Annexure I) along with other documents and Commercial Bids to be submitted online in <https://eprocure.gov.in/eprocure/app>.

No interest will be payable on EMD under any circumstances

Submission of EMD deposit proof in other than Technical Bid cover is entirely at the risk of the bidder and in all such cases the Bid is liable to be rejected on grounds of non-submission of EMD.

The Technical Bid will be evaluated only for those bidders who submit EMD deposit proof. The EMD of the bidder not qualified under Technical Bid will be returned within 30 days after opening the Commercial Bid of the technically qualified bidder. The EMD of qualified bidder will be returned upon the selected bidder signing the contract and furnishing the Performance Bank Guarantee.

The EMD may be forfeited, or the Bank Guarantee may be invoked if bidder withdraws its Bid during the period of Bid validity specified in the RFP;

OR

Bidder having been notified of acceptance of its Bid by NABARD during the period of Bid validity:

1. Fails or refuses to execute the agreement if required; or
2. Fails or refuses to furnish the performance security, in accordance with the conditions of contract executed.
3. Offers made without the EMD will be rejected.

6. Opening of Bids

The Technical Bid shall be opened online on portal on 03rd October 2025 at NABARD Head Office, Plot C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051. The bidder representative may be present during the Bid opening at our office address mentioned above well in time along with authorization letter from the company.

The bidders may note that no further notice will be given in this regard. Further, in case NABARD does not function on the aforesaid date due to unforeseen circumstances or holiday then the Bid will be accepted up to 3:00 pm on the next working day and the Bids will be opened at 3:30 pm.

Date & time for opening of Technical Bid can be changed by NABARD without assigning any reason whatsoever. In case there is a change in the schedule the same

will be intimated to the bidders by publishing on the NABARD's website for enabling them to be present during the Bid opening.

7. Evaluation Criteria

1. The technical bids will be evaluated on the basis of responses by Bidder to the detailed scope of work and technical proposal format as per Annexure – I.
2. NABARD reserves the right to seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the Bidders within the stipulated time, the respective technical parameters would be treated as non-compliant.
3. Only the Bidders who are found technically qualified in Technical Evaluation will be taken for commercial evaluation.
4. The date for opening of commercial bids will be separately advised.
5. In commercial bids, the L1 bidder shall be the first ranked bidder.

8. Scope of Work

NABARD is inviting bids for procurement of subscription services for Red Hat JBoss Enterprise Application Platform (JBoss EAP) and Red Hat JBoss EAP Extended Life Support (ELS) for one year. The selected vendor shall also provide Red Hat support services as and when required, in accordance with the subscribed service plan.

The vendor shall undertake the following responsibilities:

- Supply support subscription for Red Hat JBoss Enterprise Application Platform (EAP) and ELS support as per the following specifications and quantity within 48 hours from the date of issue of contract/purchase order:

Table 1 - JBoss EAP Specifications and Quantity

S. No.	Product Code	Product Name	Quantity
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1.	MW0153748	Red Hat JBoss Enterprise Application Platform, 16-Core Premium	2
2.	MW2132048	Red Hat JBoss Enterprise Application Platform ELS Program, 16-Core Premium	2
3.	MW0196814	Red Hat JBoss Enterprise Application Platform, 16-Core Standard	2
4.	MW2122821	Red Hat JBoss Enterprise Application Platform ELS Program, 16-Core Standard	2

- Ensure that all subscriptions are valid for the duration specified in the purchase order.
- Provide access to Red Hat support services including upgrades, updates, patches, and technical assistance as per the subscribed plan.
- Assist in the activation and configuration of JBoss EAP and ELS support on the Bank's infrastructure.
- Provide documentation and support for compliance and auditing requirements related to the subscription and usage.
- Coordinate with Red Hat support team to resolve issues raised by the Bank during the subscription period.
- Ensure timely renewal notifications and assistance for subscription continuity.

Deliverables

- Valid support subscription for JBoss EAP and ELS support.
- Access credentials and documentation for Red Hat support services.
- Technical support and issue resolution as per the subscribed plan.
- Compliance and audit documentation related to the subscriptions.

Duration

The subscription services shall be valid for a period of one year from the date of activation, unless otherwise specified in the purchase order.

Support and Escalation

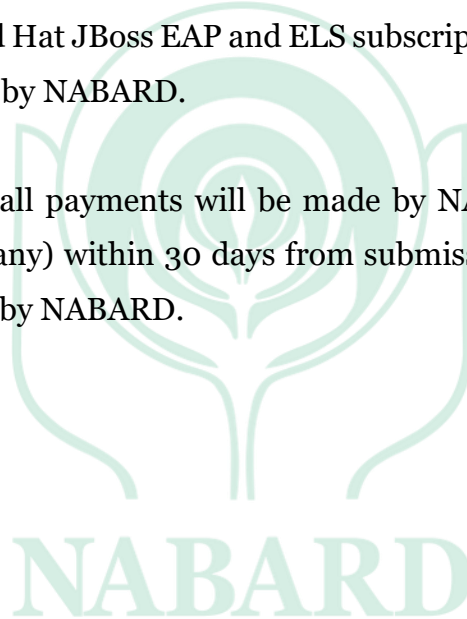
The vendor shall provide contact details for support and escalation. All support requests shall be addressed in accordance with the service level agreement (SLA) defined in the subscription plan.

9. Payment Terms and Conditions

Payment terms will be as under:

- 100% of the dues, not more than the successful bid amount, shall be released upon supply of Red Hat JBoss EAP and ELS subscriptions, and implementation and its acceptance by NABARD.

Upon receipt of invoice, all payments will be made by NABARD after deduction of penalties, as per SLA (if any) within 30 days from submission of invoices, subject to acceptance of the invoice by NABARD.



Annexures



10. ANNEXURE – I: Technical Bid Format - Minimum Eligibility Criteria

S. No.	Eligibility Criteria	Documents to be submitted	Compliance (Yes/No/NA)
1	<p>The bidder should be a company registered in India under Company Act 1956/2013 or a partnership firm/a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 with average annual turnover to be ₹ 30 Lakhs for the last three FYs (2022-23, 2023-24, 2024-25).</p> <p>MSEs are exempted from average annual turnover criteria.</p>	<p>Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.</p> <p>Audited financial statements of last three FYs (2022-23, 2023-24, 2024-25) should be mandatorily submitted for calculation of average turnover of the bidder.</p> <p>MSEs are required to submit valid Udyam Certificate to claim exemption for average turnover criteria.</p>	
2	PAN and GST Registration	Bidder should provide GST and PAN No. with the documents.	
3	<p>The bidder should have operating profit in at least two financial years during the last three audited financial years (2022-23, 2023-24, 2024-25).</p> <p>The Net worth of the Bidder should be positive as at the end of the 31 March 2025 based on the audited financial statements.</p> <p>MSEs are exempted from profitability criteria.</p>	<p>CA Certificate exclusively indicating the turnover, profit after tax and net worth for the last three audited years viz. (2022-23, 2023-24, 2024-25).</p> <p>MSEs are required to submit valid Udyam Certificate to claim exemption for profitability criteria.</p>	
4	Minimum Experience	Minimum 3 years of experience in supplying Red Hat Support	

	MSEs are exempted from experience criteria.	<p>Subscriptions to government or large private organizations.</p> <p>Should have completed at least three similar contracts in the last 3 years.</p> <p>Provide at least 3 purchase orders, issued in current or last three years (2022-23, 2023-24, 2024-25) from previous clients.</p> <p>MSEs are required to submit valid Udyam Certificate to claim exemption for experience criteria.</p>	
5	The bidder (other than OEM) should be an authorized reseller/partner/ business associate of Red Hat and authorized for supply of Red Hat Support Subscriptions.	Copy of the authorization letter from OEM. If OEM directly bids, then no such authorization letter is required.	
6	Price Validity	<p>Prices quoted must remain firm and valid for the entire contract period (one year). No escalation in price will be entertained.</p> <p>Terms in the commercial bid format should be accepted.</p>	
7	The bidder should not be debarred/blacklisted since 01.04.2021 by any bank, Financial Institution, State/Central Govt.	A declaration should be submitted as per format in Annexure – III.	
8	The bidder details should be submitted in seal and signature.	Bidder details with seal and signature as given in Annexure-IV.	
9	The bidders should submit the Pre-Contract Integrity Pact on ₹500 stamp paper.	The Pre-contract integrity pact to be submitted as given in the Annexure – V.	

11. ANNEXURE – II: Commercial Proposal Format

S.No	Service Component	Service Model Number	Unit Cost (₹) (A)	Taxes (₹) (B)	Qty (C)	Total Product Cost (₹) D = (A+B) x C
1	Red Hat JBoss Enterprise Application Platform, 16-Core Premium	MW0153748			2	
2	Red Hat JBoss Enterprise Application Platform ELS Program, 16-Core Premium	MW2132048			2	
3	Red Hat JBoss Enterprise Application Platform, 16-Core Standard	MW0196814			2	
4	Red Hat JBoss Enterprise Application Platform ELS Program, 16-Core Standard	MW2122821			2	

Terms of Commercial Proposal:

1. The rates quoted would be applicable for a period of one year from the date of issue of PO for additional procurement, if required by NABARD.
2. The additional support subscriptions (if required) shall be procured by NABARD on pro-rata basis from the date of delivery of the additional licenses.
3. The additional support subscriptions (if procured by NABARD) will have same expiry date as that of initially procured licenses.
4. All support subscriptions ordered by NABARD should be supplied within 48 hours of the issue of the purchase order.



**12. ANNEXURE-III: Non-Blacklisting / Non –Debarment Declaration
(On the Organization’s letterhead)**

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 since 01.04.2020 declared by any Bank, Financial Institution, Govt.'s Vendor Black List or debarred except as indicated below:

(Here give particulars of blacklisting/debarment 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 or debarred, except as indicated below

(Here give particulars of blacklisting/debarment 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 or debarred, except as indicated below:

(Here give particulars of black listing/debarment and in the absence thereof state “NIL”)

* We hereby declare that, we have not withdrawn any bid after being selected as L1

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: _____



13. ANNEXURE-IV: Bidder Details

1. Name
2. Date of Incorporation and / or Commencement of business
3. Certificate of Incorporation
4. Brief description of the Bidder including details of its main line of business
5. Company website URL
6. Company PAN Number
7. Company GSTIN Number
8. Particulars of the Authorized Signatory of the Bidder
 - a. Name
 - b. Designation
 - c. Address
 - d. Phone Number (Landline)
 - e. Mobile Number
 - f. Fax Number
 - g. Email Address
9. Brief details of litigations, disputes, if any are to be given on Company's letterhead. (Adverse litigations could result in disqualification, at the sole discretion of the Bank)

Name & Signature of authorized signatory

Seal of Company

14. ANNEXURE-V: Pre Contract Integrity Pact

(On Bond Paper Value of ₹500/- to be submitted by all bidders)

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 Jagdeep Kumar Ghai,
PTA & FS(Retd),
Flat 1032, A Wing, Vanashree Society,
Sector 58 A&B, Palm Beach Road,
Nerul, Navi Mumbai, Pin 400 706.
Email Id: jkghai@gmail.com
Mobile: 9869422244

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat

the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Buyer, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

BUYER

Name of the Officer

Designation

NABARD

BIDDER

Chief Executive Officer

Organisation

Witness

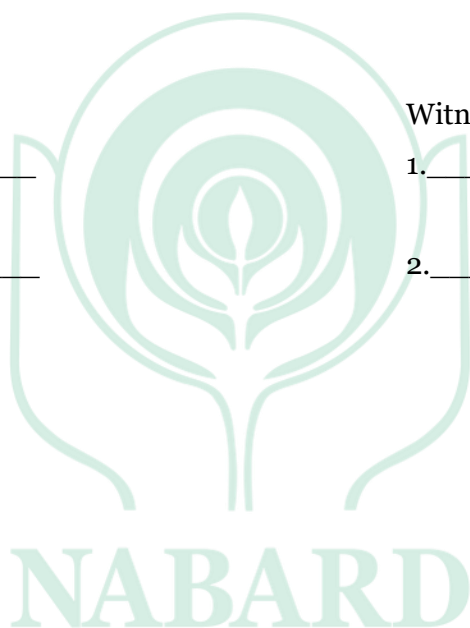
1. _____

2. _____

Witness

1. _____

2. _____



15. ANNEXURE-VI: Non-Disclosure Agreement Form

(On bond Paper Value Rs 200/- by successful bidder)

This Non-Disclosure Agreement made and entered into at this.....day of 2022 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 _____, the scope of which is specified in Tender Ref No. _____ and whereas _____ (Name of Vendor) has through an RFP process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the System Integrator some Confidential Information (as hereinafter defined), to enable the System Integrator to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The System Integrator is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.
3. The System Integrator is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.

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

5. Receiving Party means who receives the confidential information.

6. Disclosing Party means who discloses the confidential information.

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

1. Confidential Information

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

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

(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business

plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

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

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

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

Confidential Information does not include information which:

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

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

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

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

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

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

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

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

In the event System Integrator is legally compelled to disclose any Confidential Information, System Integrator shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. System Integrator shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the System Integrator will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure

The System Integrator shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the System Integrator who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The System Integrator shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The System Integrator agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or

- b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) Business processes and procedures; or
- d) Current and future business plans; or
- e) Personnel information; or
- f) Financial information.
- g) Capital adequacy computation workings

3. Publications

The System Integrator shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The System Integrator hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The System Integrator further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The System Integrator agrees and undertake to treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by NABARD to the Implementation partner, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies

7.1. The System Integrator acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the System Integrator will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. NABARD shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees).

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

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

7.4. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing

party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
- d. Termination of contract

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

8. Entire Agreement, Amendment, Assignment

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

9. Miscellaneous

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

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

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts,

know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

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

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

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

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

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

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

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the

receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law

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

12. General

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else. In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

BUYER

Name of the Officer

Designation

NABARD

BIDDER

Chief Executive Officer

Organisation

Witness

1. _____

2. _____

Witness

1. _____

2. _____

16. ANNEXURE-VII: Performance Bank Guarantee Form

(On Non-Judicial Stamp Paper of ₹500.00)

This Deed of Guarantee executed at _____ on this day of _____

BY Bank, a Banking Company constituted under
_____ Act having its Branch Office at

_____ (hereinafter referred to as "Bank" which expression shall, unless repugnant to the context and meaning thereof, means and includes its successors and assigns)

IN FAVOUR OF

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

WHEREAS

1. NABARD has floated a Request for Proposal to appoint a System Integrator for
_____ the scope of which is specified
in RFP Ref No. _____ (hereinafter referred to as
"said _____ works") and _____ has
requested _____ a _____ registered/establishe
d/constituted _____ under/by

Act having its Head Office at _____ (hereinafter referred to as "Contractor"
which expression shall, unless repugnant to the context and meaning thereof means
and includes its successors and assigns) to submit its Bid to execute the said works.

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

3. One of the conditions of the said tender is that the Contractor shall furnish to
NABARD a Performance Bank Guarantee (PGB) for an amount of 3% of the total value
order of works i.e. _____ (Rupees only) in favour of

NABARD for the due and faithful performance of the contract in all respects as per the conditions as set forth in the Tender by the Contractor.

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

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

1) In consideration of the premises and at the request of the contractor. We _____ Bank both hereby irrevocably and unconditionally

guarantee to pay to NABARD, forthwith on mere demand and without any demur, as may be claimed by NABARD to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by NABARD by reason of failure to perform the said works as per the said contract.

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

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

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of NABARD in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of NABARD under or by virtue of the said contract have been duly paid and its

claims satisfied or discharged or NABARD certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

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

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

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

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

contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

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

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

12) Notwithstanding anything contained herein: -

a) Our liability under this Bank Guarantee shall not exceed and is restricted to _____ (₹ _____ only)

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

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

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

Dated this ----- day of ----- 2025 at -----

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

Sd/ _____

17. Annexure-VIII: Service Level Agreement

This SERVICE LEVEL AGREEMENT, made on this _____ (day) of _____, 2025 (hereinafter referred to as the “SLA/Agreement”)

BY AND BETWEEN:

National Bank for Agriculture and Rural Development, a body corporate established under the Act of Parliament i.e., National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, Block G, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 represented herein by its Authorised Representative Shri R Sankar, CGM, DIT (Name, Designation & Department) (hereinafter referred to as “NABARD” which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors, assigns) of the FIRST PART;
AND

_____, a _____ incorporated under the (_____) and having its registered office at _____, together with its Affiliates and represented herein by its Authorised Signatory, (_____, (name, designation & vertical or division, etc.) hereinafter referred to as the “Service Provider”, which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors and permitted assigns) of the OTHER PART.

As the context may require, the Service Provider and NABARD shall, collectively hereinafter be referred to as “Parties” and individually as “Party”.

WHEREAS:

A. NABARD is engaged in the business of providing and regulating credit and other facilities for the promotion and development of economic activities in rural areas with a view to promoting integrated rural development and securing prosperity of rural areas, and for matters connected therewith or incidental thereto.

B. The Service Provider is engaged in the business of being System Integrator/Reseller/Supplier for _____

C. NABARD had issued a tender vide ref no. _____ dated _____ for selecting System Integrator/Vendor for _____ and had selected the Service Provider as the successful bidder as per the terms of the RFP/GeM Tender.

D. Accordingly, Parties have entered into an agreement on or about the date hereof for supply and implementation of Red Hat JBoss EAP support subscription and Red Hat JBoss EAP Extended Life Support (ELS) support subscription (“Principal Agreement /RFP/Purchase Order”).

E. Pursuant to the Principal Agreement /RFP/Purchase Order, the Service Provider agrees to provide Support Services (As defined hereinafter) in relation to being a system Integrator and provide requisite Red Hat JBoss EAP support subscription and Red Hat JBoss EAP Extended Life Support (ELS) support subscription.

F. The Parties have now decided to enter into this Agreement to record the terms and conditions which will govern the Support Services rendered by the Service Provider to NABARD during the Term (as defined hereinafter).

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS

The terms used but not defined in this Agreement shall have the meaning given to such terms in the Agreement. The following terms shall have the meanings assigned to them herein below:

“Application Development” means any tools developed on the specific needs of Bank for any internal or external use;

“Affiliate” of either Party means a person or entity, directly or indirectly, Controlling, Controlled by, or under common Control with such Party;

“Agreement” means this Service Level Agreement together with the Recitals, Schedules and Annexures hereto, as amended, modified or supplemented from time to time, in accordance with the terms herein;

“Background Intellectual Property” means Intellectual Property owned or controlled by a Party, including Intellectual Property developed prior to or independently of this Agreement, which the Party determines, in its sole discretion, to make available for the carrying out of the Support Services and includes Intellectual Property licensed to or acquired by the Parties from time to time pursuant to this Agreement;

“Bank” – Bank or NABARD is referred who is the final beneficiary of the SLAs and related agreements

“Bugs” means a failure of a software or program to perform as specified in the applicable product description and/or user's guide and/or installation guide due to defective software distribution media or otherwise.

“Business Day” means any day of the week except Saturday, Sunday or any day on which the banks in India are closed for business;

“Consumables” means any items purchased to run the IT operations and make end user productive

"Contract Price" shall mean the total consideration to be paid by NABARD to the Service Provider as agreed under the Principal Agreement /RFP/Purchase Order;

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

“Discloser” means the Party disclosing Confidential Information;

“Effective Date” shall mean the date of activation of Red Hat JBoss EAP support subscription and Red Hat JBoss EAP Extended Life Support (ELS) support subscription and all other obligations of the Service Provider hereunder:

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

“Force Majeure” means occurrence of one or more of the following events which are beyond the reasonable control of the Parties despite having exercised all reasonable care and due diligence, and which are unforeseen, unavoidable or insurmountable, and which arise after the Effective Date and which prevent total or partial performance of this Agreement by either Party. Such events shall include:

- a. war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade and military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war,

riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;

- b. act of terrorism, sabotage or piracy;
- c. act of authority whether lawful or unlawful, compliance with any Law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;
- d. act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, nuclear catastrophe, volcanic activity, land slide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease;
- e. explosion, fire, destruction of facilities, and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;
- f. general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; or
- g. any other cause beyond the reasonable control of the applicable Party.

Provided that the situation such as COVID-19 and/or lockdowns due to COVID-19 or similar circumstances shall not be considered as Force Majeure Event under this Agreement.

“Intellectual Property” means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including patents, trademarks, copyright, integrated circuits, trade secrets, know how, design rights, discoveries, ideas, concept notes, business methods, software codes (including source code, object code executable file) and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests;

"Materials" includes source codes, concepts, documents, property, information and the subject matter of any category of Intellectual Property (including all associated documents, data, libraries, tools, and other items and materials necessary or desirable to enable any person or its agents/contractors to fully understand, use, modify and maintain such Intellectual Property);

“NABARD Data” means any information or material:

- a. disclosed or submitted, directly or indirectly, to the Service Provider or its Authorized Representative(s) by NABARD in order to perform or in connection with the Support Services;
- b. learnt or generated or obtained by the Service Provider or its Authorized Representative(s) as a result of performing the Support Services; and
- c. which shall include information relating to NABARD's customers, technology, operations, facilities, consumer markets, products, capacities, procedures, security practices, business affairs and other proprietary information,
- d. in any media whatsoever (including electronic) and in each case which is in the possession, custody or control of the Service Provider or and as such data is modified, added to or stored from time to time.

"Personnel" shall mean NABARD's employees, executives, board members or individuals engaged in day-to-day business of NABARD or as may be designated by NABARD;

"Project" shall mean supply, implementation and enabling support services related to Red Hat JBoss EAP support subscription and Red Hat JBoss EAP Extended Life Support (ELS) support subscription by the Service Provider and maintenance, support and upgradation thereof, pursuant to the Principal Agreement /RFP/Purchase Order;

"Recipient" means the Party receiving Confidential Information;

"Reports" means information from the services in desired format.

"Response Time" means the elapsed time between the receipt of a Support Call and the target time within which Service Provider Support as verified by a written confirmation to NABARD.

"Resolution Time" means the time between the receipt of a Support Call and the target time within which Service Provider resolves the issue as verified by a written confirmation to NABARD.

"Scheduled Business Operation Hours" of NABARD is from 9:00 AM to 6:00 PM (IST) from Monday to Friday.

"Service" means any installation, support which makes good of failed service either pre agreed or requested by NABARD

“SLA” – SLA means this Service level Agreement which defines the services provided, the indicators associated with these services, acceptable and unacceptable service levels, liabilities on the part of the Parties and actions to be taken in specific circumstances.

“Support Services” means the services to be provided by the Service Provider to NABARD as set out in Scope of Work and Expected Deliverables and Timelines;

“Support” means implementation support in the form of supply, installation, implementation, commissioning, maintenance of the software and maintenance of the desired Service Levels to provide quality customer service to NABARD.

“Support Term” is the period starting from the date of this Agreement, consisting of (a) warranty duration, and (b) post-warranty Annual Maintenance of duration for the delivery of Support. It will also mean such further extensions or renewals undertaken in accordance with this Agreement.

“Service Levels” refers to the performance standards required to be complied with by the Service Provider in relation to providing the Support Services under this Agreement, including the standards in relation to the required availability, response times, etc. as may be mutually agreed to between the Parties;

“Third Party” means a legal entity, or person(s) that is not a Party to this Agreement, but does not include Affiliates;

“The software” means the any tools deployed either Off-the-shelf purchase or developed for the purpose of NABARD by any Service Provider

“Trouble Ticket” means the ticket raised by the Service Desk on receipt of notification by NABARD of any problem;

“UAT” means user acceptance testing to ensure that all features as agreed under the Principal Agreement /RFP/Purchase Order.

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

“Vendor” means any Company or individual who bids for EOI/RFP/RFQ issued by NABARD

2. INTERPRETATION:

The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the

relevant statute/legislation. If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the schedules or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.

3. SCOPE OF DOCUMENT

This Agreement has been executed in relation to supply and implement Red Hat JBoss EAP support subscription and Red Hat JBoss EAP Extended Life Support (ELS) support subscription as per the scope of work and expected deliverables and timelines between the Parties.

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;

4. SUPPORT SERVICES

The details of Support Services to be provided by the Service Provider in relation to the Principal Agreement /RFP/Purchase Order referred to by NABARD, along with the respective Service Levels, are outlined in Scope of work And Expected Deliverables and Timelines. The Service Provider shall provide all other services, functions, responsibilities and tasks that are required for, and incidental to, the proper performance and provision of the Support Services expressly specified in the same.

4.1. Service Levels

The Service Provider shall comply with the relevant Service Levels. In the event, Service Level is not specified for any particular Support Services to be provided under this Agreement, the Service Provider's performance will be at par with the performance expectation of NABARD with respect to such Support Services.

4.2. Maintaining Service Levels

4.2.1 The Service Provider shall be responsible for being Vendor/System Integrator and provide timely support or enable OEM support for Red Hat JBoss EAP support subscription and Red Hat JBoss EAP Extended Life Support (ELS) support subscription and timely submission of reports as and when requested detailing its performance relative to the applicable Service Levels.

4.2.2 The Service Provider shall submit its reports to NABARD, with such details and in the format, as may be mutually agreed between the Parties, specifying compliance with the Service Levels.

4.2.3 Service Provider shall provide additional services including advisory and consultancy on such terms and conditions as may be mutually agreed between the Parties. These services shall be made available for such fee as shall be determined by the Parties basis on the time to be spent and materials required for such services.

5. AUDIT SERVICES

5.1 If it is desired by NABARD/Reserve Bank of India or its regulators or any regulatory authority of the country, the Service provider shall subject themselves to an audit of the systems and processes followed by the Service Provider for the product supplied to NABARD as also the processes/services, by which, support is being provided to NABARD, including support services, escalation methodologies, change management processes, etc. as per the risk parameters finalized by the Bank/ such auditors.

5.2 The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the NABARD. No Audit or inspection will be allowed till Service Provider has received at least 5 business days' prior written notice for Audit or inspection conducted by NABARD, while prior notice may not be given for Audit or inspection conducted by Regulatory authority.

5.3 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 within such timelines as prescribed by NABARD. The Service Provider shall provide certification of the auditor to NABARD regarding compliance of the

observations made by the auditors covering the respective risk parameters against which such deficiencies were observed

5.4 NABARD reserves the right to call and/or retain 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.

6. PERSONNEL AND INSPECTION OF RECORDS

6.1 The Service Provider shall coordinate with the Authorised Representatives of NABARD, for continuous monitoring and assessment by NABARD of the Support Services provided under this Agreement.

6.2 The Service Provider shall appoint sufficient number of individuals in order to ensure that the Support Services are provided to NABARD in a proper, timely and efficient manner. The Service Provider shall provide NABARD with the names of the individuals who shall be involved in carrying out the Support Services and shall obtain approval in writing from NABARD before making any change in such team. The individuals appointed by the Service Provider shall be those indicated by the Service Provider under its response to the RFP. Any additional individual shall be appointed subject to prior written approval from NABARD.

6.3 The Service Provider shall maintain electronic books of accounts, log-books and any other operating records that it may deem necessary in connection with the rendering of Support Services under this Agreement. The Service Provider shall retain all such electronic books of accounts and operating records relating to the Support Services for a period of 7 (seven) years after the expiry or earlier termination of the Agreement.

6.4 In order to enable NABARD to comply with Applicable Laws, the Service Provider shall furnish such documents and information, in addition to the books and electronic records maintained by the Service Provider in terms of Clause 6.3 (Personnel and Inspection of Records) above, as may be requested by NABARD, from time to time, in relation to the Support Services rendered by the Service Provider under this Agreement at its own cost.

6.5 Upon receipt of advance notice of 3 (three) Business Days from NABARD, whether during the Term or thereafter, the Service Provider shall permit NABARD and/or its Authorized Representative(s) to, during normal business hours on any Business Day, access its premises to inspect the electronic records maintained by the Service Provider in relation to the Project.

6.6 If required under Applicable Law, whether during the Term or thereafter, the Service Provider shall provide access to any Governmental Authority to inspect records, documents, books and accounts of the Service Provider maintained in relation to the Support Services rendered under this Agreement.

6.7 Manpower hiring – the duties/ obligations, regulatory compliance on the part of the Service provider, particularly compliance with respect to the Contract labour Act and other labour laws to be fulfilled by the Service Provider

7. SUPPORT BY NABARD

7.1 NABARD shall provide Service Provider with necessary access to NABARD's Personnel and its equipment, only as necessary for provision of Support Services by the Service Provider. This access includes the ability to dial-in to the equipment on which the Service is required and may also include the ability to obtain the same access to the equipment as those of NABARD's Personnel having the highest privilege or clearance level, strictly as necessary.

7.2 NABARD shall provide supervision, control and management of the use of the Support Services. In addition, NABARD shall implement procedures for the protection of information in the event of errors or malfunction of the equipment.

7.3 NABARD shall document and report all detected errors or malfunctions of any software or programs to the Service Provider. 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 Service Provider.

7.4 NABARD shall appoint one individual who is knowledgeable in IT operations to serve as primary contact between NABARD and Service Provider regarding the registry and report of Support calls. The names of the said person shall be promptly intimated to Service Provider. All of NABARD's Support inquiries shall be initialized through these contacts.

7.5 NABARD shall annually review the financial and operational condition, security practices and control processes, performance during the year of the service provider to re-assess its ability to continue to meet outsourcing obligations in order to ensure its preparedness for business continuity.

8. PERFORMANCE MEASUREMENTS

8.1. Monitoring, tracking and providing reports on performance parameters as described in the Scope of Work and Expected Deliverables and Timelines during the Warranty and Support period

8.2. Providing services based on timelines and completion of the same as mentioned in the Expected Deliverables and Timelines.

9. PERIODIC REVIEW PROCESS

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

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

The SLA will be reviewed at a minimum once per fiscal year. Contents of this document may be amended as and when 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.

10. EXCLUSIONS

The Parties agree that the Support services will be provided only on the OEM Licensed products and services thereof and Service Provider shall not support software that is altered or modified independently by NABARD, or any combination of any with other services, which are not covered under the SLA Agreement.

Support by Service Provider shall not include, by default but may provide at additional cost, if solicited by Bank -

- a) the restoration of any service that has been lost due to the failure of NABARD

- b) the correction of any error, malfunction or fault in the Software due to a failure on the part of NABARD to operate the System in accordance with the Technical Documentation provided by Service Provider.
- c) the correction of any error, malfunction or fault in the Scope due to any accident or disaster affecting the system on which the System is located.
- d) the correction of any error due to input error from any other software that is/has been interfaced with the Licensed Software.

11. ADDITIONAL SERVICES

11.1. Service Provider 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.

12. INTELLECTUAL PROPERTY OWNERSHIP

Each Party agrees that it will not have any ownership claim in the other Party's Background Intellectual Property; and grants the other Party and the Third-Party sub-contractor appointed in terms of Clause (Appointment of Sub-contractors), a non-exclusive, royalty-free license for the use of any Background Intellectual Property made available by the granting Party for the purpose of carrying out the Support Services.

13. CONFIDENTIALITY

13.1. All data captured and reported by Service Provider 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 Service Provider 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 Service Provider and retained by Service Provider 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 Service Provider will be

property of the Bank. The Provision of Confidential Information shall survive termination or expiration on this agreement.

13.2. Service Provider 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.

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

14. SUBCONTRACTING

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

14.2. The Service Provider shall ensure that the sub-contractor is bound by the terms of this Agreement as applicable. A copy of contract details entered between Service Provider and sub-contractor to be made available by the Service Provider to NABARD within 30 days of engaging the sub-contractor.

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

14.4. 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.

14.5. NABARD, including its' auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another Service Provider.

14.6. The Service Provider shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, backgrounds and other due diligence to examine their antecedents and ensure their

suitability for such engagement. The Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

15. LIMITATION OF LIABILITY

15.1. Service Provider liability to meet the SLAs is limited to 10% cost of agreement during the year of subscription in which the liability event occurred.

15.2. Notwithstanding anything to the contrary contained anywhere in this Agreement, NABARD shall not be liable to the Service Provider for any special, consequential, incidental, exemplary, punitive, or indirect damages arising from, relating to, or in connection with this Agreement or any Schedules, Annexures or attachments hereto including, without limitation to, any damages resulting from loss of profits, loss of savings, loss of business, loss of use, or loss of data, arising out of or in connection with this Agreement or of any other obligations relating to this Agreement, whether or not the Party has foreseen or been advised of the possibility of such damages as well as for costs of procurement of substitute services by anyone.

16. REPRESENTATIONS, WARRANTIES AND COVENANTS

16.1. Service Provider hereby represents and warrants to NABARD that:

16.1.1. it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organisation;

16.1.2. it has taken all necessary actions, corporate or otherwise, as applicable to it to authorize or permit the execution, delivery and performance of this Agreement and the transactions contemplated hereunder, and this Agreement when executed and delivered by it is a valid and binding obligation of such Party enforceable in accordance with its terms;

16.1.3. neither the execution, delivery and performance of this Agreement, nor the performance of the transactions contemplated in the Agreement by it, will (i) constitute a breach or violation of its charter documents, (ii) conflict with or constitute (with or without the passage of time or the giving of notice) a default under or breach of performance of any obligation, agreement or condition that is applicable to it, (iii) contravene any provision of any Law applicable to it, or (iv) require the consent of any Third Party, including any Governmental Authority, by it other than as set out in this Agreement;

16.1.4. there are no claims, investigations or proceedings before any court, tribunal or Governmental Authority in progress or pending against or relating to it, which could reasonably be expected to prevent it from fulfilling its obligations set out in this Agreement; and

16.1.5. it is not bankrupt or insolvent under the Applicable Laws of its jurisdiction and there are no insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it, or is pending or, to the best of its knowledge, threatened in writing, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

16.1.6. Service Provider shall provide the Support Services in accordance with the generally accepted industry standards and practices relating to such Support Services and in accordance with requirements specified by NABARD in writing;

16.1.7. the Service Provider has the requisite infrastructure, facilities and systems, including adequate skill, know-how, and manpower to fulfill its obligations under this Agreement on its own and shall undertake all Support Services and obligations under this Agreement on a first priority basis;

16.1.8. Service Provider shall exercise highest standards of skill, care, and due diligence in performance of its Support Services and obligations under this Agreement;

16.1.9. Service Provider has adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to provide uninterrupted performance of Support Services under this Agreement consistent with the standards agreed hereto;

16.1.10. The Service Provider shall provide Support Services in accordance with the specifications set out under this Agreement;

16.1.11. Service Provider will not violate the Intellectual Property Rights of Third Parties whilst providing the Support Services;

16.1.12. the Service Provider shall provide Support Services in the premises of NABARD or in an enclosed environment wherein no third party or any employees of the Service Provider will have access to such premises. Only such personnel/ Third

party sub-contractors (as per Clause (subcontracting)) of the Service Provider who are working to or engaged for providing the Support Services under this Agreement between the Service provider and NABARD shall have the restricted access to such enclosed environment.

16.1.13. the Service Provider shall ensure that the employees of the Service Provider/ Third Party sub-contractors who are engaged in providing the Support Services under this Agreement shall have executed/ execute such confidentiality documents as may be required by NABARD and shall have confidentiality obligations not lesser than those prescribed under this Agreement.

16.1.14. The Service Provider shall be fully and completely responsible and liable for all acts, omissions, liabilities undertaken by personnel employed / engaged by the Service Provider and shall be solely responsible for any and all claims, payments and benefits payable to such personnel employed by the Service Provider.

16.1.15. The Service Provider further undertakes to exercise all due diligence with regard to and shall maintain strict controls and physical and digital safeguards in connection with the Support Services.

16.1.16. any material, codes, applications, front ends, etc created, developed or being used for providing the Support Services under this Agreement shall not be shared with or shown to or discussed with any other entity whatsoever, for any purpose including any development, sales pitch, demonstration or publicity or as examples or otherwise.

16.1.17. no representation or warranty by it contained herein or in any other document furnished by it to NABARD or to any government instrumentality in relation to the Support Services contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

16.1.18. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or Personnel of NABARD in connection therewith.

16.1.19. The Service Provider shall not, whether during or after the Term of this Agreement, make any announcements or statements to any person that are or may be derogatory, defamatory or prejudicial to NABARD, or any of its Affiliates, directors, Personnel, officers, agents or advisors, in any manner.

16.1.20. Appropriately qualified personnel appointed by the Service Provider shall perform Support Services as listed in Scope of Work with due care and diligence and to such high standards of quality as it is reasonable for NABARD to expect in all the circumstances post the expiry of this Agreement.

17. WARRANTIES POST SLA EXPIRY

SERVICE PROVIDER 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 Service Provider to expect in all the circumstances post the SLA expiry.

18. NOTICES

Any notice or other information required or authorized to serve under these SLA 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.

All communications will be addressed as follows (unless changed by written notice):

Address of NABARD

Name & Designation:

Postal Address/ Office Address: Plot No. C-24, Block G, Bandra Kurla Complex, Bandra (East), Mumbai- 400051

Contact No.

Address of Service Provider

Name & Designation:

Postal Address/ Office Address:

Contact No.

Copy Sent to:

19. INDEMNIFICATION

19.1. Service Provider shall indemnify and agrees to defend and to keep NABARD and its Affiliates and agents, officers, directors, employees' successors and permitted assigns indemnified, from any and all Losses suffered arising from, or in connection with, any of the following:

19.1.1. the non-performance and non-observance of any of the terms and conditions of this Agreement by the Service Provider;

19.1.2. acts or omissions of the Service Provider which amount to negligence or wilful misconduct;

19.1.3. any infringement or alleged infringement by the Service Provider of a Third Party's Intellectual Property;

19.1.4. any infringement or alleged infringement by the Service Provider of NABARD's Intellectual Property and/or Material

19.1.5. failure by the Service Provider to fulfil its obligations under any applicable Law.

19.2. The Service Provider shall, at his own expense, defend and indemnify NABARD against any Losses in respect of any damages or compensation payable in relation to any non-compliance with Applicable Law including (i) non-payment of wages, salaries, remuneration, compensation or the like and (ii) any Losses arising out of or in relation to any accident or injury sustained or suffered by the Service Provider's workmen, contractors, sub- contractors, Service Providers, agent(s), employed/ engaged otherwise working for the Service Provider or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Service Provider.

19.3. The rights of NABARD pursuant to this Clause (Indemnification) shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to NABARD at equity or Law including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

20. TERM AND TERMINATION

20.1. Term

This Agreement shall commence on and from the Effective Date and shall remain valid until the subsistence of the Principal Agreement /RFP/Purchase Order (including all renewals thereof) ("Term"), unless terminated earlier in accordance with Clause (Termination).

20.2. Termination

20.2.1 Order Cancellation/ Termination of Contract

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

- a. Delay in Implementation of the Project beyond the specified periods for reasons solely ascribed to the Service Provider.
- b. Serious discrepancies noted in the implementation of the project.
- c. Breaches in the terms and conditions of the Purchase Order.
- d. Project adversely affecting the Core Systems or Core Business of the NABARD and the normal functioning of the Offices of NABARD.
- e. If Service Provider fails 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 NABARD.
- f. If Service Provider fails to perform any other obligation(s) under the Contract.
- g. If Service Provider 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 Service Provider provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.
- h. In addition to the cancellation of purchase order, NABARD reserves its right to invoke the Performance Bank Guarantee given by the Service Provider after giving notice.

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

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

20.2.2 EFFECT OF TERMINATION

a. Service Provider agrees that it shall not be relieved of its obligations under the Reverse Transition Mechanism notwithstanding the termination of the Contract/assignment. Reverse Transition Mechanism would typically include service and tasks that are required to be performed /rendered by Service Provider to NABARD or its assignee 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.

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

c. Service Provider agrees that after completion of the Term or upon earlier termination of the Contract/assignment Service Provider shall, if required by NABARD, continue to provide warranty services to the NABARD at no less favorable terms than those contained in RFP/Agreement. In case NABARD wants to continue with the Service Provider's service after the completion of this contract then Service Provider shall offer the same or better terms to NABARD. Unless mutually agreed, the rates shall remain firm.

d. NABARD shall make such prorated payment for services rendered by Service Provider and accepted by NABARD at the sole discretion of NABARD in the event of termination, provided that Service Provider 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 Service Provider.

e. Notwithstanding the termination or expiry of this Agreement, all rights granted to NABARD pursuant to this Agreement shall survive.

f. Each Party shall:

i. promptly, at the other Party's sole option and request, return to the requesting Party or destroy (and certify in writing to such destruction) any and all Confidential Information of the requesting Party, whether in written or electronic form, and neither Party shall retain any copies, extracts, derivatives, or other reproductions of the Confidential Information of the requesting Party (in whole or in part) in any form whatsoever;

ii. take reasonable steps to assure that any and all documents, memoranda, notes, and other writings or electronic records prepared or created by the requesting Party, which include or reflect the Confidential Information of the requesting Party, are destroyed.

20.2.3 Termination of this Agreement (except as otherwise agreed to by the Parties) shall not release any Party hereto from any liability or obligation in respect of any matters, undertakings or conditions which shall have been done, observed or performed by that Party prior to such termination or which, at the said time has already accrued to the other Party. However, nothing herein shall affect, or be construed to operate as a waiver of, the right of any Party hereto aggrieved by any breach of this Agreement, to compensation for any injury or damages resulting therefrom which has occurred either before or after such termination.

21. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

21.1. This Agreement shall be governed by the laws of India.

21.2. 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.

21.3. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably by Parties. Each Party shall select / appoint 1 (one) senior

representative. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives (“Settlement Period”).

21.4. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.

21.5. The seat & venue of the same shall be in Mumbai.

21.6. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.

21.7. The language of the proceedings shall be in English.

21.8. Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction

21.9. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party’s specified address. The same has to be acknowledged by the receiver in writing.

a. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

b. For the purpose of all notices, the following shall be the current address:

The Chief General Manager

Department of Information Technology

National Bank for Agriculture and Rural Development

Plot No. C-24, Block G, Bandra Kurla Complex

Bandra (East), Mumbai- 400051

22. INDEPENDENT CONTRACTOR

This Agreement does not set up or create an employer/employee relationship, partnership of any kind, an association or trust between the Parties, each Party being individually responsible only for its obligations as set out in this Agreement. Parties agree that their relationship is one of independent contractors. Neither Party is

authorised or empowered to act as agent for the other for any purpose and neither Party shall on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other. Employees/workmen of neither Party shall be construed or treated as the workmen/employees of the other Party or place any obligation or liability in respect of any such workmen/employee upon the other Party, including without limitation, worker's compensation, disability insurance, leave or sick pay.

23. FEES

The Service Provider agrees and acknowledges that the amounts paid under the Principal Agreement/RFP/Purchase Order shall be the full and final consideration for the Support Services rendered by the Service Provider under this Agreement and the Service Provider shall not be entitled to any additional amounts.

24. FORCE MAJEURE

24.1. No Party shall be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent the default or delay is caused, directly or indirectly, by Force Majeure and provided that the non-performing Party could not have been prevented such default or delay.

24.2. The affected Party shall provide notice of non-performance due to Force Majeure to the other Party within 24 hours after the start of such non-performance (or, if providing notice within such time frame is not commercially practicable due to Force Majeure, then as soon as possible thereafter) and such non-performance will be excused for the period such Force Majeure Event causes such non-performance; provided that if NABARD determines it is commercially or technically infeasible to cure the Force Majeure and so notifies the Service Provider, then NABARD may terminate this Agreement effective immediately upon delivery of notice of termination to the Service Provider.

25. LIQUIDATED DAMAGES

25.1. NABARD shall be entitled to recover liquidated damages from the Service Provider for breach of Service Levels.

25.2. Except as otherwise specified, if the Service Provider fails to deliver any Support Services or meet any Service Levels under this Agreement, NABARD shall be entitled

to liquidated damages of a sum equivalent to 0.5% percent per week or part thereof of the unperformed services subject to maximum of 10% of the unperformed services for that particular location. In case of undue delay beyond a period of 15 days unless otherwise waived by NABARD, NABARD at its discretion may consider the delay as a ground for termination of the Agreement.

25.3. NABARD reserves the right to impose / waive any such liquidated damages. Parties agree that the liquidated damages constitute a genuine pre-estimate of the damages, losses, likely to be suffered by NABARD in the event of breach by the Service Provider of the terms hereof.

25.4. NABARD may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the Service Provider in its hands (which includes NABARD'S right to claim such amount against the Service Provider's bank guarantee under the Principal Agreement /RFP/Purchase Order) or which may become due to the Service Provider. Any such recovery of penalty shall not in any way relieve the Service Provider from any of its obligations to complete the Support Services or from any other obligations and liabilities under this Agreement.

26. MISCELLANEOUS

26.1. This agreement shall be effective during the entire subscription period, unless terminated as per the clause provided in this agreement.

26.2. All the terms and conditions stipulated in the tender vide ref no datedregarding supply, implementation and enabling support services for Red Hat JBoss EAP support subscription and Red Hat JBoss EAP Extended Life Support (ELS) support subscription.

26.3. 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.

26.4. 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.

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

26.6. Service Provider 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.

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

26.8. Service Provider will also have to adhere to the General Terms and Conditions as stipulated in Schedule “A” of the SLA.

THIS AGREEMENT shall be executed in two numbers, one will be kept with NABARD and the other with _____ (Service Provider).

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

Signature: _____

Name: _____

Title: _____

Place: _____

Date: _____

(Name of Service Provider)

Signature: _____

Name: _____

Title: _____

Place: _____

Date: _____

Witness

Signature: _____

Name: _____

Address: _____

Witness

Signature: _____

Name: _____

Address: _____

Schedule-A: General SLA Clause

Transportation: The entire cost of carriage/transportation from the port of discharge to the destination shall be borne by the Supplier.

Delays in the Supplier's Performance:

1. Delivery of the goods and the performance of services shall be made by the Supplier in accordance with the time schedule specified in the Purchase Order.
2. Any unjustifiable delay by the Supplier in the performance of his delivery obligation may render the Supplier liable to any or all the following:

- a. Forfeiture of its performance security,
- b. Imposition of penalties @Rs 50/- per day per product of the unfulfilled order.

The maximum penalty will not exceed 10% of the order value.

- c. Termination of the contract and risk purchase at Supplier's risk
3. The Supplier will strictly adhere to the time-schedule for the performance of Contract. However, the Purchaser can relax this time limit in force majeure conditions.

NABARD

