



# **Request for Proposal for**

Supply, Installation, Configuration, Testing, Commissioning and Maintenance of  
**Software based Network Access Control (NAC)**  
**Solution**

**National NABARD 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: 022-26539631

**Important Disclaimer:**

This Request for Proposal (RFP) is not an offer by NABARD, but an invitation to receive response from eligible interested bidders for the Software based NAC solution. 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. Critical Information

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

S No.	Events	Date	Time
1	Last date for seeking clarifications for pre-bid meeting	25-09-2020	1500hrs
2	Pre-Bid meeting (Through MS Teams) (No queries will be entertained after pre-bid meeting)	28-09-2020	1500hrs
3	Last date for submission of bids	09-10-2020	1500hrs
4	Date & Time of Opening of Minimum Eligibility bid & Technical bid	09-10-2020	1530hrs
5	Date and time of opening of commercial bids	To be intimated to shortlisted bidders at a later date	
6	<b>Address for Bid Submission</b>	<b>Chief General Manager</b> Dept of Information Technology National Bank for Agriculture & Rural Development C-24, G Block, Bandra Kurla Complex , Bandra (E), <b>Mumbai - 400 051</b>	
7	Bid Validity	<b>180 days</b> from the last date of bid submission	
8	Earnest Money Deposit	<b>Rs.50,000/-</b>	
	<b>Contact details of NABARD officials</b>		
9	Shri Vilas P Save, AGM, DIT 022-26539363, <a href="mailto:dit@nabard.org">dit@nabard.org</a>	Shri Utkarsh Deshmukh, AM, DIT 022-26539513, <a href="mailto:dit@nabard.org">dit@nabard.org</a>	
	<b>Contact details for E-tendering related Queries</b>		
10	Fairlin Jivin, C1 India 9773619094 <a href="mailto:fairlin.jivin@ciindia.com">fairlin.jivin@ciindia.com</a>		
11	<b>Independent External Monitor</b>	Shri Subodh Kumar Goel Advocate and Financial Consultant 501, Tower-6 Common Wealth Games Village New Delhi – 110 092  (OR)  Shri P K Sangewar, Retd. Pcomm/Scr, H No. 12-5-65/1, Flat No 109, Shri Harsha Sethuram Unique, Vijaypuri Colony, South Lalaguda, Secunderabad, Telangana - 500 017	

## **2. Introduction and Disclaimers**

### **2.1. Purpose of RFP**

- 2.1.1.** NABARD invites sealed offers from vendors for procurement of Software based Network Access Control (NAC) Solution as per Scope of work and Technical Specifications etc. given in this RFP.

### **2.2. Information Provided**

- 2.2.1.** The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NABARD.
- 2.2.2.** Neither NABARD nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

### **2.3. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, NABARD and its Directors, officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NABARD or any of its officers, employees, contractors, agents, or advisers.

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

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

### **2.5. No Legal Relationship**

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

### **2.6. Recipient Obligation to Inform Itself**

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

### **2.7. Errors and Omissions**

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

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**2.8. Acceptance of Terms**

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

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**2.9. Requests for Proposal**

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

<b>Contact Person</b>	Shri Vilas P Save	Shri Utkarsh Deshmukh
<b>Position</b>	Asst. General Manager	Asst. Manager
<b>Email ID</b>	<a href="mailto:dit@nabard.org">dit@nabard.org</a>	dit@nabard.org
<b>Telephone No.</b>	2653 9363	2653 9513

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

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**2.10. Notification**

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

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### **3. Background**

#### **3.1. About NABARD**

National Bank for Agriculture and Rural Development is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as “NABARD” or “the Bank”) having its Head Office at C-24,'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices, Training Establishments and other setups in different cities across the country.

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

#### **3.2. Subsidiary/Associate Organizations of NABARD**

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

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

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

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

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

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



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

**3.2.4. NABVENTURES Limited**

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

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

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

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

**3.2.6. NABFOUNDATION**

NABFOUNDATION, a not for profit, wholly owned subsidiary of NABARD has been successfully incorporated on 31 August 2019 under Companies Act, 2013. NABFOUNDATION aims to emerge as a strong and vibrant institution so that other financial institutions, Government agencies and Corporates would avail its services for implementation of various development projects in the agriculture and rural sector.

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

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**3.3. Current Setup**

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- 3.3.1.** Currently, NABARD has its Data Center at Mumbai (DC to be Co-located) and the Disaster Recovery (DR) at a Colocation site at Faridabad,
- 3.3.2.** All the applications, Internet Gateway, etc are hosted at the Data centre and replicated at the DR Site. These resources are accessed by various Regional Offices over MPLS VPN based WAN. DR is activated in the event of failure of DC and all the services (excluding VC) are extended from the same.
- 3.3.3.** Bank has MPLS VPN connectivity in HUB and Spoke architecture connecting all the locations. MPLS VPN and Internet links are procured from multiple service providers (currently six SPs) viz TCL, Airtel, BSNL, MTNL, Reliance and Sify . Bank is also in the process of implementing SD-

WAN along with links. The Bank has also deployed P2P links between DC and DR for replication.

- 3.3.4.** Bank has also connectivity with third party networks viz., Negotiated Dealing System (NDS), Reuters, SWIFT, Bloomberg etc, at both DC and DR. The connectivity and services are managed by respective vendors.
- 3.3.5.** Bank has outsourced management of DC and DR to third party, who has deployed technical resources (L1 and L2 engineers) at DC covering all the areas viz., Windows, UNIX/Linux, Oracle/ SQL Database, Network, Security, Middleware, Backup, etc. Bank's outsourced staff managing, the DC and DR Site are located at our Head Office Premises at BKC, Mumbai.

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### **3.4. Tender Objective**

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#### **3.4.1. Objective**

1. NABARD intends to procure Software based Network Access Control solution (NAC) for Bank at DC and DR location.
2. The period of contract would be Six (6) years extendable up to another six years or part thereof. Details of extension given in subsequent sections of RFP.

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## 4. Scope of Work

### 4.1. Introduction

- 4.1.1. This section gives the scope of work for the implementation and commissioning of the proposed Software based Network Access Control (NAC) Solution and service level expectations.
- 4.1.2. This section lists the minimum service level required to be maintained by the successful bidders on award of the contract.

### 4.2. General Requirements

- 4.2.1. Agent-based NAC Solution with 12,000 licenses of which 10,000 will be on day-one and remaining to be availed over a period of 6 years.
- 4.2.2. NAC Solution to be installed in HA at both DC and DR on the Acropolis Hypervisor created Virtual Machine running RHEL (version N-1) as the Operating System on the Nutanix HCI Platform
- 4.2.3. The bidder should provide number and details of VMs (Compute, Memory & Storage) to be created for running the solution for DC and DR
- 4.2.4. The bidder is mandated to engage OEM professional services to design the solution document for NABARD along with as-built configurations and will proceed with implementation only after NABARD approval. OEM to incorporate all industry best practices in the design of NAC
- 4.2.5. The bidder to provide a formal document covering detailed design of the system, including network diagrams and sample software configurations for protocols, policies and features
- 4.2.6. The bidder to provide a document covering implementation strategy and plan that details the requirements for solution deployment, integration and management.
- 4.2.7. Installation, configuration, testing, tuning, integration with the existing IT assets, management and maintenance of the solution for corporate wide deployment at DC (Mumbai) and DR (Faridabad) as per the timelines
- 4.2.8. Licenses should be considered based on assets/devices registered with the NAC Solution and visible on the console at any given point of time.
- 4.2.9. The bidder should have back to back arrangement with the OEM so that bank will be able to log a call with the OEM directly, if necessary.
- 4.2.10. The bidder/OEM should have a 24x7 support center in order to log the calls. The support center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company
- 4.2.11. Technical support shall be for Six years. (6 years to start from the date of acceptance of go-live of deployment).
- 4.2.12. The Bidder shall engage one Technical Account Manager from OEM for a period of 1 year and an Onsite Engineer for the entire contract period.
- 4.2.13. The OEM certified Resource Person to provide training on the operation and management of the solution to identified NABARD / ITSM officials;

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### 4.3. Training Services

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- 4.3.1. The Vendor/Bidder shall provide training at Mumbai or any other location as specified by Bank to the number of personnel identified by NABARD on functional, operational and reporting aspects of the entire NAC solution
- 4.3.2. The Bidder/ Vendor shall provide training to at-least two batches of NABARD officials for the following each type of training.
  - 4.3.2.1. User Training.
  - 4.3.2.2. System Administration training.
  - 4.3.2.3. Top executive awareness program.
- 4.3.3. Training shall be for a day per batch and it should be at least three days with a batch size as mutually agreed by the Bank and Vendor/Bidder
- 4.3.4. Training deliverables shall be
  - 4.3.4.1. User Training Plan
  - 4.3.4.2. Training Material in English

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### 4.4. Project Management Services

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- 4.4.1. Project Planning, Monitoring and Control
  - 4.4.1.1. The Vendor/Bidder shall develop a Project Management Plan. The plan shall also detail all milestones and indicate when the required deliverable will be available to the Bank
  - 4.4.1.2. The Project Management Plan shall address at a minimum, the following Service(s) processes:
    - 4.4.1.2.1. Document Control
    - 4.4.1.2.2. Change Management
    - 4.4.1.2.3. Inspection and Testing
- 4.4.2. The progress of the implementation shall be monitored on regular basis and the deviations, exceptions shall be analyzed and corrective actions to be recommended / suggested. The Deliverables shall be
  - 4.4.2.1. Project Management Plan
  - 4.4.2.2. Progress Reports at key milestones
  - 4.4.2.3. Project Reporting
- 4.4.3. The first progress report would be submitted for the first milestone which would be the date of delivery. A weekly progress report shall be submitted thereafter. Also the Vendor/Bidder shall report on items by exception or that require urgent action.
- 4.4.4. Monthly Project Execution Committee meetings will be held at the Bank Head Office, BKC, Mumbai. The Vendor/Bidder is required to provide a report on the following:
  - 4.4.4.1. Progress against the Project Management Plan
  - 4.4.4.2. Status of all open issues

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**4.5. Schedule**


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- 4.5.1.** The Vendor/Bidder shall implement the solution /Service(s) as per the schedule specified below:
- Technical Support services period will be for 6 years. (from deployment day till end of 6<sup>th</sup> year)
  - The period of contract shall be extendable, based on mutually agreed terms and conditions.

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**4.6. Responsibilities of Vendor/Bidder**


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- 4.6.1.** The Vendor has to supply, install, integrate and commission the solution across various locations mentioned in the technical details.
- 4.6.2.** The Vendor/Bidder shall make arrangements to provide maintenance support, problem fixes & upgrades.
- 4.6.3.** System/Solution health checkup twice a year by vendor.
- 4.6.4.** System/Solution gap analysis once a year by vendor.
- 4.6.5.** The Vendor/ bidder shall certify that no product quoted in the bid has its End-of-life and End of support announced till the end of the contract period.

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**4.7. Service Level Expectations**


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- 4.7.1.** The Service Level Agreement (SLA) will form part of the contract between the Bank and the selected bidder. SLA defines the terms of the selected bidder's/Service Provider's responsibility in ensuring the timely delivery and the compliance to the Performance Indicators as detailed below. The bidder has to comply with Service Level requirements to ensure adherence to timelines, quality and availability of services
- 4.7.2.** The selected bidder is required to execute a Service Level Agreement (SLA) as per the format provided in Annexure XVI.
- 4.7.3.** The uptime calculated shall not include the following:
- 4.7.3.1.** Down time due to any IT Infra (Provided by the Bank) failure.
  - 4.7.3.2.** Any failure or malfunction resulting from applications or services provided by the bank or its vendors.
  - 4.7.3.3.** Failure or malfunction of any equipment or services not provided by the bidder.
- 4.7.4.** However, it is the responsibility/ onus of the selected bidder to prove that the outage is attributable to NABARD.
- 4.7.5.** The Various SLA's under this agreement will be as below:

Service Area	Accepted Service Uptime	Penalty	Service Window
Uptime of NAC solution	>=99.9%	No Penalty	24*7
	<99.9% to >=98.00%	2%	24*7
	<98.00% to >=96.00%	5%	24*7
	< 96.00%	10%	24*7

Note: The percentage of uptime will be calculated on quarterly basis as follows:

$$\frac{(\text{Total Contracted Minutes in a Quarter} - \text{downtime during contracted minutes}) * 100}{\text{Total Contracted Minutes in a Quarter}}$$

- The penalty shall be deducted from amount payable for quarterly AMC charges paid to the bidder
- The maximum penalty shall be capped at 10% quarterly charges of AMC.

### 4.7.6. SLA for Help Desk Services:

SLA for Helpdesk contains 2 parts as follows:

#### 4.7.6.1. SLA for Incidents Handling:

	<b>Response Time (HH:MM)</b>	<b>Resolution Time (HH:MM)</b>	<b>Penalty (if Resolution Time not met)</b>	<b>Service Window</b>
Case logged to Help Desk	00:15	03:00	Rs. 200/- per hour/ per case	24*7

#### 4.7.6.2. SLA for Unavailability of required manpower

<b>Description</b>	<b>Per incident Penalties</b>
Unauthorized absence of L3 person	Rs.5000/- , per Shift per person
Unauthorized absence of L2/L1 person	Rs.2500/- , per Shift per person

- The penalty shall be deducted from quarterly charges paid to the bidder for Help Desk Services.
- The maximum penalty shall be capped at 10% quarterly AMC charges.

### 4.8. Responsibilities of Vendor/Bidder

- The Vendor has to Supply, Installation, Configuration, Testing, Commissioning and Maintenance of the Software based Network Access Control Solutions across various locations.
- The Vendor/Bidder shall make arrangements to provide maintenance support, problem fixes & upgrades.
- System/Solution health checkup twice a year by vendor.

### 4.9. Warranty & AMC Support

- The Bidder further represents and warrants that all licenses delivered/ rendered under and in accordance with this Contract shall have no defect, arising from design or from any act, error/defect or omission of the Bidder.
- The minimum warranty/AMC period shall be the period of 36 Months i.e. Three Year (3) from date of installation of NAC Solution. The Warranty will start after completion of installation at all sites as mentioned in Scope of



Work. The Bidder shall, in addition to this, comply with the performance guarantees specified under and in accordance with the Contract.

- 4.9.3.** Product licenses should be perpetual and AMC cost to decide by OEM/Bidder accordingly.
- 4.9.4.** Upon receipt of notice of such defect / error or deficiency, the Bidder shall, with all reasonable speed, repair or replace the defective equipment/software or parts thereof, without cost to Purchaser.
- 4.9.5.** If the Bidder having been notified fails to remedy the defect(s) within the period specified in Section-4, Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights, which Purchaser may have against the Bidder under and in accordance with the Contract.

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### **4.10. Expected Commissioning Time**

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- 4.10.1.** Delivery of licenses and pilot implementation of the NAC solution component will be at DC-Mumbai & DR-Faridabad within 4 (four) weeks from the date of release of PO.
- 4.10.2.** Initial configuration, Commissioning, Deployment and user acceptance for all locations within 14(fourteen) weeks from the date of release of PO.
- 4.10.3.** Fine tuning of the Solution, Knowledge Transfer, Final Design Document submission and Sign-Off within 20(twenty) weeks from the date of release of PO.
- 4.10.4.** Locations refer to any Head-office, Regional offices and Training Establishments belonging to the Bank.

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### **4.11. Review meetings**

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

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### **4.12. Acceptance Test**

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- 4.12.1.** Power OnSelf Test (POST) will be conducted by Bidder at the site in presence of NABARD officials and /or nominated person. Installation report (IR) should be submitted after complete implementation of systems. NABARD will take over the system on successful completion of above acceptance test.

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### **4.13. Obsolescence**

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The vendor will ensure that the stipulated Support and maintenance facilities on the hardware / software will be available for a minimum period of 6 years. The proposed product should not be under "End of Sale" for the next six years or till the end of warranty/Support period , whichever is later and should not be under " End



### **Software based Network Access Control**

of Support” for the next 3 years after the warranty period. The vendor will constantly update the Bank on new technologies that could prove cost effective.



## 5. Information to Bidders

The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk. The documents may be submitted to NABARD e-tendering portal <http://nabard.eproc.in>

### 5.1. Pre-bid Meeting

- 5.1.1. The Bank shall hold a pre-bid meeting on the date and time mentioned in **‘Critical Information’** section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting. Considering the need to adhere to Social distancing protocols amidst the Covid19 Pandemic, Pre-bid meeting to be arranged through MSTeams. The link shall be shared with you on the date and time mentioned in **‘Critical Information’** section above.
- 5.1.2. It would be the responsibility of the Bidders representatives (Maximum of two person per bidder) to be present at the venue of the meeting.
- 5.1.3. Clarification sought by bidder should be made in writing (Letter/E-mail) and submitted on or before the date as indicated in the “Critical Information” sheet. Bank has discretion to consider any other queries raised by the bidder’s representative during the pre-bid meeting.
- 5.1.4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank ([www.nabard.org](http://www.nabard.org)) website after the pre-bid meeting on or before the date as indicated in the “Critical Information” sheet. It would be responsibility of the bidder to check the websites before final submission of bids.
- 5.1.5. If NABARD, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NABARD reserves the right to communicate such response to all Respondents.

### 5.2. Amendment to the bidding document

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

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**5.3. Language of Bid**


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

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**5.4. Documents Comprising the Bid**


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The bid shall consist of Minimum eligibility criteria, Technical bid and Commercial bid.

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**5.5. Bid Currency**


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Bids should be quoted in Indian Rupee only.

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**5.6. Earnest Money Deposit (EMD)**


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**5.6.1.** All the responses must be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in “**Critical Information**” section of the RFP.

**5.6.2.** EMD should be in the form of:

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

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Bank Name	NABARD
Branch Name	HEAD OFFICE, MUMBAI
IFS CODE	<b>NBRD0000002</b>
Account Number (VAN)	NABADMN07

The UTR No for this transaction has to be indicated in the Bid Document.

**OR**

- b) Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in Annexure - VIII.

**5.6.3.** Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

**5.6.4.** Request for exemption from EMD (Security Deposit) will not be entertained.

**5.6.5.** The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:

- a) Issue of LoI / purchase order to the successful bidder **OR**  
b) The end of the bid validity period, including extended period (if any)  
**OR**  
c) Receipt of the signed contract from the selected Bidder; **whichever is earlier.**

**5.6.6.** Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by NABARD and submission of Performance Bank Guarantee by the bidder.

**5.6.7.** In case the acceptance of solution is delayed due any reasons beyond the bank's purview, successful bidder shall have the BG towards EMD validity, extended for a period of three months till the solution is accepted by the bank.

**5.6.8.** The bid security (EMD) may be forfeited:

- i. If a Bidder withdraws its bids during the period of bid validity.
- ii. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
- iii. If a Bidder fails to submit duly filled price breakup as per format given in Annexure –V (commercial bid).
- iv. In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish performance guarantee.

**5.6.9.** In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (NABARD) tenders.

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**5.7 Period of Validity of Bids**

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**5.7.1.** Prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from date of closure of this RFP.

**5.7.2.** In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

**5.7.3.** Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

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**5.8 Deadline for submission of Bids**

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**5.8.1.** The bids must be received by the Bank at the specified address not later than the date specified in "Critical Information" section.

**5.8.2.** In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

**5.8.3.** The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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**5.9 Late Bids**

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

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**5.10 Modification and/ Or Withdrawal of Bids**

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**5.10.1** The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.

**5.10.2** The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

**5.10.3** No bid may be modified or withdrawn after the deadline for submission of bids.

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

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**5.11 Conditional Bids**

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

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**5.12 Contacting the Bank**

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**5.12.1** Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.

**5.12.2** Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

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**5.13 Opening of Bids by the Bank**

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**5.13.1** On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.

**5.13.2** If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.

**5.13.3** The Bidder name and presence or absence of requisite EMD, RFP cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.

**5.13.4** Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

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**5.14 Pre-Contract Integrity Pact**

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**5.14.1** Pre-Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

**5.14.2** The bidder has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure-IX** on non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution along with the minimum eligibility bid.

### 5.15 Documents to be submitted

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

S.N.	Bid Contents	Annexure
<b>A.</b>	<b>TECHNICAL &amp; MINIMUM ELIGIBILITY BID</b>	
1	<b>Title:</b> “Minimum Eligibility - RFP for Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Software based Network Access Control (NAC) Solution– Tender No. NB.HO/DIT/132/DIT-012-28/2020-21 dated 18 September 2020	
	<b>E-bid Contents:</b>	
	(i.) Bid forwarding letter	Annexure –I
	(ii.) Details of Bidder	Annexure –II
	(iii.) Minimum eligibility criteria	Annexure –III
	(iv.) Technical Bid with all relevant annexures and proof.	Annexure – IV
	(v.) Letter of Authorisation to Bid	Annexure –VI
2	(vi.) Non-Blacklisting	Annexure-VII
	(vii.) EMD / Bid Security Form	Annexure – VIII
	(viii.)Pre-contract Integrity Pact	Annexure –IX
	(ix.) Statement of Deviation	Annexure –X
	(x.) Bank Mandate Form	Annexure –XI
	(xi.) Compliance Statement	Annexure – XII
<b>B.</b>	<b>COMMERCIAL BID</b>	
1	<b>Title:</b> “Commercial Bid - RFP for Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Software based Network Access Control (NAC) Solution– Tender No. NB.HO/DIT/132/DIT-012-28/2020-21 dated 18 September 2020	
2	<b>e-bid Contents:</b>	
	(i.) Commercial Bid	Annexure –V
<b>C.</b>	<b>Documents to be Submitted by Successful Bidder</b>	
	<b>e-bid Contents:</b>	
1	(i.) Non-Disclosure Agreement	Annexure – XIII
	(ii.) Performance Bank Guarantee	Annexure – XIV
	(iii.) Contract Form	Annexure –XV
	(iv.) Service Level Agreement	Annexure – XVI

### 5.16 Sealing and Marking

- 5.16.1** The Bid shall be typed or written in indelible ink, all pages numbered and shall be signed by the Bidder representative on whose favour Power of Attorney is issued to bind the Bidder to the Contract.



- 5.16.2** Relevant documents must be submitted as proof wherever necessary.
- 5.16.3** Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 5.16.4** Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 5.16.5** If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 5.16.6** E-bids (Technical & Minimum Eligibility and Indicative Commercial Bid) are to be marked under the title – Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Software based Network Access Control (NAC) Solution– Tender No. NB.HO/DIT/132/DIT-012-28/2020-21 dated 18 September 2020.

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**5.17      Hosting of RFP**

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- 5.17.1** The RFP is hosted on NABARD website [www.nabard.org](http://www.nabard.org)
- 5.17.2** NABARD reserves the right to change the dates mentioned above.
- 5.17.3** Changes and clarification, if any, related to RFP will be posted on [www.nabard.org](http://www.nabard.org).
- 5.17.4** Bidders must have close watch on the website during the intervening period before submitting response to RFP.

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**5.18      Erasures or Alterations**

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

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

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- 5.19.1** NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
- 5.19.2** These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- 5.19.3** Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter,



the MSE's may approach the tender inviting authority to resolve their grievances.

- 5.19.4** Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- 5.19.5** The bidder to note that, in the current RFP splitting of order is not applicable.
- 5.19.6** NABARD shall be governed by the Public Procurement (Preference to Make In India) Order, 2017 – Revision dated 04 June 2020 issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce, Government of India. Any claim of preference under the above order shall be considered subject to submission/examination of all necessary documents as envisaged under the Order.

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**6 Minimum Eligibility Criteria**

- 6.8.1** The bidder must satisfy the Minimum Eligibility criteria as per Annexure-III of the RFP;
- 6.8.2** The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the bid summarily. These criteria are mandatory.
- 6.8.3** Only those who fulfill all the eligibility criteria will qualify for further evaluation.
- 6.8.4** Photocopies of relevant documents / certificates duly attested by authorised signatory and company seal affixed should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.
- 6.8.5** Reference Customer Name and Contact information to be provided to the Bank with whom discussion can be done.

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## 7 Evaluation Methodology

### 7.8 Clarification of bids

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

### 7.9 Compliance to Technical Specification

- 7.9.1** The Score obtained by the Bidder on Annexure-IV (Technical Specification) shall be normalised to 60 for arriving at the overall technical evaluation score.
- 7.9.2** Bidder should be meeting all the mandatory requirements as per the technical specification (Annexure-IV) to qualify for the eligibility. Non-compliance to mandatory requirements shall lead to disqualification of bids.

### 7.10 Bidders past Experience

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

Parameter	Mark Allocation	Maximum Marks
The bidder and OEM must have implemented NAC Solution in at least 3 institutions in India of which one should be in BFSI sector during last three years.		15*
Marks for submitted project will be allotted as below:		
a. Project with less than 10,000 endpoints	2 (per project)	
b. Project with more than 10,000 and less than 14,000 endpoints	3(per project)	
c. Project with more than 14,000 endpoints	5(per project)	

\*Shall be normalized to 10 for arriving at the overall technical evaluation score.

### 7.11 Customer Feedback

- 7.11.1** The Bidder to provide contact details of **two** customers, out of which one should be in BFSI sector where the NAC Solution has been successfully implemented
- 7.11.2** The Bank's team would be contacting the bidder's customer over phone / visit / email. Hence, bidder to obtain necessary approvals from their customers.
- 7.11.3** The customer feedback, for each customer would carry a weightage of 10 marks and would be evaluated on the following parameters. Maximum two customer feedback will be considered for max. score:

S.N.	Parameter	Weightage
1	Overall Satisfaction of customer	5
2	Adherence to Implementation timelines	3
3	Post Implementation Services	2
	<b>Total</b>	<b>10</b>

### 7.12 Presentation by the Bidder

The Bidders will be required to make presentations highlighting the various aspects of the proposed solutions. The Evaluation Committee decided by Bank will be awarding marks based on the presentation made by the Bidders. The criteria for evaluation shall be:

S. N.	Evaluation of Bidders Presentation	Marks
1	Project organization, Project plan & Execution Methodology	10
2	Understanding of Scope of work.	5
4	Risk Mitigation Plan.	5
	<b>Total</b>	<b>20</b>

### 7.13 Overall Technical Score

S.N.	Technical Evaluation Parameter	Maximum Score
1	Compliance to Technical Specification	60
2	Bidders past experience	10
3	Customer Feedback	10
4	Bidders Technical Proposal Presentation	20
	<b>Total</b>	<b>100</b>

**7.13.1** The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RS<sub>Tech</sub>) shall be assigned to each bid on the basis of parameters mentioned above.

**7.13.2** Relative Technical Score (RS<sub>Tech</sub>) for each bidder will be calculated as follows based on above parameters:

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

**Where:**

**RS<sub>Tech</sub>** = Relative score obtained by the bidder  
**T** = Technical score obtained by bidder  
**T<sub>High</sub>** = Highest Technical score secured among the Bidders

**7.13.3** Technical Bids receiving a **RS<sub>Tech</sub>** greater than or equal to a score of 75 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.

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

### 7.14 Commercial Evaluation

- 7.14.1** The bidder who has submitted the lowest commercial quote would be given full 30 marks. The second lowest quote would get less marks proportionate to the percentage of the lowest commercial quote. The formula would be  $C_{low} / C \times 30$  where  $C_{low}$  is the lowest commercial quote divided by the Commercial of the bidder multiplied by 30 (max marks).
- 7.14.2** The Technical Marks and the Commercial Marks would be added to arrive at the final evaluation mark and the highest mark would be declared the L1 Bidder.
- 7.14.3** The Commercial Bid Form is provided in Annexure-V.

### 7.15 Final Shortlisting of vendors

- 7.15.1** Based on the Technical and Commercial Scores, the Bidders would be declared T1, T2, T3 so on and C1, C2 and C3 so on respectively.
- 7.15.2** The Bank will shortlist L1 bidder for entering into contract. The criteria for finals selection of bidder shall be:

S. N.	Item	Percentage
1	Technical Evaluation	70%
2	Commercial Bid	30%
	<b>Total</b>	<b>100%</b>

- 7.15.3** In case two or more bidders have identical final scores, in such a scenario L1 bidder will be the one who has higher aggregate technical score among them. In case both the bidders have same aggregate technical score, revised sealed commercial will be invited. The cost quoted in the revised commercial should not be more than the original quoted cost.
- 7.15.4** The work order will be issued to the selected Bidder, subject to compliance of related terms and conditions. The successful bidder shall acknowledge the receipt of the work order within 07 working days from the date of work order and shall thereby confirm their acceptance of the work order in its entirety without exceptions by returning duplicate copy of work order duly signed and stamped in token of their acceptance. The bidder should start working on the project within 05 days of the acceptance of the work order failing which NABARD reserves the right to forfeit EMD amount from the successful bidder.
- 7.15.5** The final decision regarding selection of Bidder will be taken by NABARD.
- 7.15.6** NABARD reserves the right to reject any or all proposals fully or partially. Similarly, NABARD reserves the right to include or not to include any Bidder in the final short-list.

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**7.16 Arithmetic errors correction**

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

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



## 8 Special Terms and Conditions

### 8.1 Duration of Contract

- 8.1.1 Bank will enter into contract initially for a period of 6 years. However, the same should be extendable with maximum upto extensions of 6 years or part thereof, if the bank so desires.
- 8.1.2 The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at the time of extension of contract.
- 8.1.3 Bank reserves the right to exit the contract after due notice of 3 months.

### 8.2 Award and Signing of Contract

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

### 8.3 Price

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

### 8.4 Payment Schedule

- 8.4.1 NABARD will make payment for the licenses, and support under this RFP as per details given below:

#### **Cost of Licenses & Implementation Cost:**

- a) 50% of Total Cost of Solution (indicated in the final commercial bid) after successful configuration and implementation of the solution at the Data Center of NABARD and DR Site, covering all HO end-point devices.



- b) 40% Total Cost of Solution (indicated in the final commercial bid) after the configuration and implementation of the solution for all end-point devices at all RO/TE Offices.
- c) Final 10% of Total Cost of Solution (indicated in the final commercial bid) will be paid after 3 months from the date of acceptance of the solution by NABARD.

### **AMC Cost:**

- a) Quarterly in Arrears, upon receiving Quarterly invoices from the vendors after the start of AMC period.

- 8.4.2 NABARD will make this payment against testing and proof of implementation reports after scrutinization of invoices.
- 8.4.3 The support cost shall be paid by NABARD on quarterly basis at the end of each quarter on the basis of invoices raised by the Vendor/Bidder.
- 8.4.4 In case of support-cost, the bank shall only make pro-rated payments for the actual time of service provided, after discounting any penalties that may be imposed on the supplier for breach of any contract terms.
- 8.4.5 No additional payment apart from the tender bid value will be done under any circumstances.
- 8.4.6 All payments will be made by adopting electronic clearing system and electronic fund transfer.
- 8.4.7 Deduction of Income Tax, Goods and Services Tax and other applicable statutory duties would be as per the extant laws.

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### **8.5 Fault Reporting, Trouble Ticketing and Call Closure Procedure**

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- 8.5.1 Bank personnel shall notify the vendor helpdesk to report a Service Outage. The vendor HELPDESK shall have a Trouble Ticket opened for the Bank and Bank shall quote the Trouble Ticket Number in all future communication.
- 8.5.2 Upon opening of a Trouble Ticket, vendor shall investigate the reported Service Outage and shall promptly rectify the same.
- 8.5.3 In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to the Bank, before taking the equipment's in maintenance.
- 8.5.4 Any call, which is not resolved within 10 minutes of reporting, must be informed to Bank.
- 8.5.5 Upon such rectification, Service Provider shall communicate the same to the Bank and close the Trouble Ticket. Service Provider shall ensure that call closure is done after Bank's acknowledgement.
- 8.5.6 The service window for all the calls shall be 24x7.

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### **8.6 Termination of Contract**

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- 8.6.1 The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least

three (3) months, for any valid reason, including but not limited to the following reasons:

1. If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract or
2. If the bidder fails to perform any other obligation(s) under the contract.
3. Discrepancies / deviations in the agreed processes and/or products.
4. Violation of terms & conditions stipulated in this RFP
5. Laxity in following security standards laid down by the Bank
6. Discrepancies / deviations in the agreed processes and/or products

- 8.6.2 In case of order cancellation, any payments made by the Bank to the vendor (for period for which services are not availed) would necessarily have to be returned to the Bank with interest @ 15% per annum. Further, the vendor would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other SP. This is after repaying the original amount paid.

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**8.7 Termination for Default**

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

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**8.8 Termination for insolvency**

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

## 8.9 Periodic Review & Inspection

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

## 8.10 Project Timelines

8.10.1 The bidder should adhere to the project schedule as stipulated in the below table. It is completely at the discretion of Bank to grant such any extension to the timeline indicated. The project timelines are as follows:

Phase	Description	Project Timeline
Phase –I	Current Infrastructure Assessment, High-Level Design, Low-Level Design,	Four Weeks from the date of PO
	Scope, Implementation Plan of NAC solution	
	Delivery of Licenses and Pilot Implementation (On Nutanix –VM)	
Phase-II	Initial Configuration, Integration of all end points	Fourteen weeks from the date of PO
	Policy Configuration & Monitoring	
	Review on configuration	
Phase-III	Fine tuning of the Solution	Twenty weeks from the date of PO
	Knowledge Transfer, Final Design Document submission and Sign-Off	

8.10.2 ***The reference date for purpose of counting all timelines as mentioned above would be the date of LoI / Purchase Order.***

8.10.3 The Bank will consider the inability of the Bidder to deliver or implement the solution within the specified time limit, as a breach of contract.

8.10.4 The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions

8.10.5 The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, acceptance etc. of the deliverables) by the Bidder.

## 8.11 Acceptance

8.11.1 The solution will be accepted once all the end-point devices at all the locations of NABARD is identified and first report on all the devices is generated through the NAC Solution.

8.11.2 The Bidder shall obtain Acceptance Certificate/s from the Bank, which would contain the date of acceptance.

8.11.3 The contract period would commence from the date of acceptance.

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## General Terms and Conditions

### 9.1 Definitions

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

- 9.1.1 “The Bank”, “NABARD”, “Purchaser”, “Buyer” means National Bank for Agriculture and Rural Development (NABARD);
- 9.1.2 “B/bidder”, “Vendor”, “vendor”, “Supplier”, “Service Provider”, “Seller” means the respondent to the RFP document.
- 9.1.3 “RFP”. “Tender”, “RFP”, “Bid document” means the ‘Request for Proposal document.
- 9.1.4 “Bid” may be referred to as ‘Offer’.
- 9.1.5 “The Contract” means the agreement entered into between the Bank, represented by its Head and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 9.1.6 “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 9.1.7 “The Goods” means all of the equipment, machinery, software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 9.1.8 “The Services” means those services ancillary to the supply of the services, such as installation, commissioning, provision of technical assistance, training, maintenance contract and other such obligations of the Supplier covered under the Purchase Contract;
- 9.1.9 Solution/Services/Work/System, “Solution” or “Work” or “System”, “IT System” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance of the Supplier covered under the RFP

### 9.2 Use of Contract Documents and Information

- 9.2.1 The Supplier shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 9.2.2 The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

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**9.3 Subcontracts**

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

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**9.4 Governing language**

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

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**9.5 Applicable laws**

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

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**9.6 Compliance with all applicable laws**

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

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**9.7 Compliance in obtaining approvals/ permissions/ licenses**

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



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**9.8 Performance security**


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

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**9.9 Forfeiture of performance security**


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

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**9.10 Right to Alter Quantities**


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The bank reserves the right to alter the requirement specified in the RFP. The bank also reserves the right to delete one or more items from scope of work specified in the RFP.

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**9.11 No Commitment to Accept Lowest or Any Offer**


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- 9.11.1 The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 9.11.2 The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 9.11.3 The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.
- 9.11.4 However, the Bank on specific request of the bidder in writing, may furnish the reasons for rejecting the bid/tender.

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**9.12 Information Security**

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

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**9.13 Taken / Brought over of Company**

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

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**9.14 No Employer – Employee Relationship**

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

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**9.15 Business Continuity**

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

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

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**9.16 Patent Rights**

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



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**9.17 Corrupt and fraudulent practice**

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

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

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**9.18 Waiver**

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

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**9.19 Violation of terms**

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The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity,

including without limitation a right for recovery of any amounts and related costs and a right for damages.

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**9.20 Confidentiality**

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

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**9.21 Service Level Agreement**

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The selected vendor shall execute a Service Level Agreement with the Bank as per Annexure-XVI non-judicial stamp paper of appropriate value.

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**9.22 IPR Infringement**

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

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**9.23 Limitation of Liability**

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

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

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**9.24 Privacy and Security Safeguards**

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

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**9.25 Audit**

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

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**9.26 Compliance with Statutory and Regulatory Provisions**

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

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**9.27 Right of Publicity**

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

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**9.28 Indemnity**

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- 9.28.1 The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidders obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order.
- 9.28.2 Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable

for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

- 9.28.3 In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidders cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

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**9.29 Force majeure**

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

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**9.30 Resolution of Disputes**

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- 9.30.1 It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- 9.30.2 In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 9.30.3 The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

- 9.30.4 Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 9.30.5 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 9.30.6 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 9.30.7 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9.30.8 For the purpose of all notices, the following shall be the current address:  
The Chief General Manager  
National Bank for Agriculture and Rural Development  
Department of Information Technology,  
5<sup>th</sup> Floor, C-24, 'G' Block,  
Bandra Kurla Complex  
Bandra (East), **Mumbai 400 051**

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**9.31 Other Clauses**

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- 9.31.1 NABARD has the sole ownership of and the right to use, all data that may be in possession of the vendor or its representative in the course of performing the services under the agreement that may be entered into. All documents, reports, information, data etc. collected and prepared by vendor in connection with the Scope of Work submitted to NABARD will be property of the Bank. The vendor shall not be entitled either directly or indirectly to make use of the documents, reports given by NABARD for carrying out of any services with any third parties. vendor shall not without the prior written consent of NABARD be entitled to publish studies or description article with or without illustrations or data in respect of or in connection with the performance of services.
- 9.31.2 No provision of the RFP is intended to, or shall, confer any right on a third-party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.
- 9.31.3 The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc., in connection with delivery of products/services at site including incidental services and commissioning.
- 9.31.4 The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.



- 9.31.5 Providing clarifications / particulars / documents, etc., to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.
- 9.31.6 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India on Income and Profits made by the vendor in respect of this contract.
- 9.31.7 No failure or delay on the part of either party relating to this exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

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**9.32 Representation and Warranties**

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

1. That the bidder has the requisite qualifications, skills experience and expertise in providing services contemplated hereunder. It has the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service / systems sought to NABARD.
2. That the vendor is not involved in any major litigation, potential, threatened / existing that may have an impact of affecting or compromising the performance and delivery of services / systems under the contract.
3. That the representations made by the vendor / bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless NABARD in writing specifies to the contrary, the vendor/bidder shall be bound by all the terms of the bid.
4. That the vendor has professional skills, personnel and resources / authorisation that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract.
5. That the vendor shall ensure that all assets including but not limited to software's, licenses, databases, documents etc. developed, procured, deployed and created during the terms of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
6. That the vendor shall use assets as NABARD may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the contract. The bidder shall, however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration

whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

7. That the vendor shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep NABARD, its directors, Officers, employees, representatives, consultant and agents indemnified in relation thereto.
8. That all the representations and warranties as have been made by the Bidder with respect to its bid and contract / agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
9. That the execution of the services would be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
10. That there are no inquiries or investigations have been threatened, commenced or pending against the vendor / bidder or its team members by and statutory or regulatory or investigative agencies.
11. That the bidder has the corporate power to execute, deliver and perform the terms and provisions of the contract and has taken all necessary corporate action to authorise execution, delivery and performance by it of the Contract.
12. That neither the execution and delivery by the vendor of the contract nor the vendor's compliance with or performance of the terms and provisions of the contract will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or Governmental authority binding on the vendor nor will it conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the vendor is a party or by which it or any of the property or assets is bound or to which it may be subject or violate any provision of the constitution documents of the vendor.
13. That the vendor certifies that all registrations, recording, filings and notarizations of the contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the vendor / bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
14. That there has not and shall not occur any execution, amendment or modification of any Contract without the prior written consent of NABARD, which may directly or indirectly have a bearing on the Contract or services rendered.

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## Annexures



**10.1 Annexure – I: Bid Forwarding Letter****(To be submitted on Bidder's letter head)**

Date:

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

Dear Sir,

**Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Software based Network Access Control (NAC) Solution for NABARD**

We, the undersigned, offer to submit our bid in response and accordance with your tender NB. HO/DIT/132/DIT-012-28/2020-21 dated 18 September 2020. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

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

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

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

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

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

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

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

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

Dated at \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Yours sincerely,

**Date****Signature of Authorised Signatory:****Place****Name of the Authorised Signatory:****Designation:****Phone & E-mail:****Name of the Organisation:****Seal**

**10.2 Annexure –II: Details of Bidder**

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

S. N.		Documents to be Submitted	Bidders Response (to be filled in by bidder)
12	<b>Bank Account Details</b>		
A	Bank Name		
B	Account Number		
C	IFSC Code		
D	Account Type		
E	Copy of Cancelled Cheque attached. (Yes /no)		
F	Bank Mandate form as per <b>Annexure–XI</b> attached. (Yes/No).		

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

**Date:**

**Place:**

**Signature of Authorized Signatory:**

**Name of the Authorized Signatory:**

**Designation:**

**Name of the Organization:**

**Seal:**

**Note**

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

**10.3 Annexure –III: Minimum Eligibility Criteria**

S.N.	Evaluation	Documents to be submitted	Compliance (Y/N)
<b>For System Integrator</b>			
1.	<b>Credentials</b> The Bidder should have a Registered Office in India and dealing with IT related products as per Companies Act 1956, for at least 3 years	<ul style="list-style-type: none"> <li>• Certificate of Registration issued by Registrar of Companies;</li> <li>• The latest registered copy of Memorandum and Articles of Association;</li> <li>• GST Registration Certificate;</li> <li>• Certificate from authorized signatory/ Company Secretary of the bidder indicating that they are in IT Solution for last 3 years</li> </ul>	
2.	<b>Financials</b> The Bidder should have a minimum annual turnover of Rs.30.00 crore and should also be in operating profit during the last three financial years, viz., 2017-18, 2018-19 & 2019-20 The Net worth of the Bidder Company should be positive as on 31 March 2020	<ul style="list-style-type: none"> <li>• Audit Balance Sheets of last three FY viz. 2017-18, 2018-19 &amp; 2019-20.</li> <li>• CA Certificate exclusively indicating the turnover, profit after tax for the last 3 years, and Net worth as on 31 March 2020</li> <li>• In case the Bidder's company is having loss for the last 3 years, a confirmation is to be given that the current net worth is positive and bank may consider such bids after duly evaluating the financial strengths vis-à-vis the technical expertise of the company</li> </ul>	
3.	<b>Authorisation</b> The Bidder should be OEM certified or authorized agent/reseller/partner of the OEM.	Letter from the OEM on their letter head stating that SI is the authorized partner of OEM and also that the OEM shall support the solution for the entire period. If the Bidder himself is OEM, a self-certification should be submitted.	
4.	<b>Experience</b> The Bidder should have supplied and implemented the NAC solution in at least in 3 institutions in India of which one should be in BFSI sector, during last three years (i.e. Since April 2017). References of top three project (in terms of size of the solution) of the Bidder should be submitted.	Copies of POs (with commercials masked, if required) and a Letter from the Customer confirming the successful implementation of the solution in their organisation should be submitted. The letter must indicate the Start and End date of implementation, Size of the NAC Solution (no. of licenses) and No. of locations included. Contact Details of SPoC from the three	

## Software based Network Access Control

		organisation should also be furnished.	
5.	<b>Non Blacklisting</b>  The bidder should not have been blacklisted by any public sector Bank earlier.	Bidder should submit a declaration to the effect as per the format provided in Annexure-VII. If this declaration is found to be false, the Bank shall have the right to reject bidder's offer and if the bid has resulted in a contract, the contract is liable to be terminated	
<b>For OEM</b>			
1.	The OEM should possess ISO 27001 series certification.	The OEM should submit a valid and signed copy of the ISO 27001 certificate.	
2.	<b>Experience</b> The OEM should have implemented the NAC solution in at least in 3 institutions in India of which one should be in BFSI sector, during last three years (i.e. Since April 2017). References of top three project (in terms of size of the solution) of the OEM should be submitted.	Copies of POs (with commercials masked, if required) and a Letter from the Customer confirming the successful implementation of the solution in their organisation should be submitted. The letter must indicate the Start and End date of implementation, Size of the NAC Solution (no. of licenses) and No. of locations included. Contact Details of SPoC from the three organisation should also be furnished.	
<b>For Bidder and OEM</b>			
1.	<b>Technical Support</b>  The Bidder/OEM should have 24*7 Technical Assistance Center in India for customer support. The Bidder / OEM should have a Toll Free number facility for call logging within India.	Letter from bidder/OEM with full address and contact details should be produced. In case bidder is not OEM, a letter from OEM for back-to-back premium support should be submitted as part of bid.	

**10.4 Annexure –IV: Technical Bid**
**10.4.1 Technical Specifications**

No.	Requirement	Mandatory	Supporting Documents	Marks / Weightage
<b>General Capabilities</b>				
1.	The offered solution should provide comprehensive visibility of the network by automatically discovering, classifying, and controlling endpoints connected to the network to enable the appropriate services for a total of 10,000 network and endpoint devices. (+2000 additional licenses)	<b>Y</b>		5
2.	The solution should support health-check / integration of minimum <b>4000</b> Desktops.			2
3.	The solution should support health-check / integration of minimum <b>1000</b> Guest Users.			2
4.	The solution should be able to control the user even before IP address is assigned. It should act as a pre-admission solution			2
5.	Solution shall monitor, detect, alert, report and provide remediation, recommendation for any unauthorized access using SPAN or mirror traffic.			2
6.	Solution should have the capability of traffic log retention for a period of 1 year.			2
7.	Solution should automatically enforce security policies by blocking, isolating, and repairing noncompliant machines in a quarantine area with appropriate notifications to the administrator			2
8.	The solution should support the backup and recovery of policies/configuration.			2
9.	Solution shall use <b>Agent based</b> approach for detection of unauthorized access via network activities analysis from the endpoints	<b>Y</b>		2
10.	Solution should support all the industry standard protocols for detection			2
11.	Solution should have centralized architecture with web or GUI based dashboard console for monitoring, reporting, notification, maintaining and policy push for the registered users centrally			2
12.	Solution shall support remote access capabilities on its management interface via HTTPS or SSH access			2
13.	Solution shall support role-based administration such as Administrator, Database Reader and Read-only access users			2



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14.	Solution shall provide forensic evidence on any unauthorized access activity within the network as follows: Event timestamp, network events in sequence, packet capture of suspicious communication, malware behaviours, malware type, severity, source and destination of attack			2
15.	The proposed solution should support monitoring of traffic from multiple segments like WAN, DMZ, Server Farm, Wi-Fi network, MPLS links etc., simultaneously	Y		5
16.	Solution should have built in capabilities to add exceptions for detections			2
17.	The solution should be able to block unauthenticated/rogue machine without giving any access to the network.			2
18.	The solution should dynamically profile endpoints discovered on the network, based on the configured endpoint profiling policies, and should be assigned to the matching endpoint identity groups depending on their profiles.			2
19.	The solution should be capable of being bypassed in the event of any failure of the solution.			2
20.	The solution should support approval for guest users connecting into the network and the approval request should have control from multiple administrators to avoid single point of failure			2
21.	The Solution should support complete guest lifecycle where administrator should be able to Extend, Suspend and reinstate guest accounts with reasons.			2
22.	Should support consistent policy in centralized and distributed deployments that allows services to be delivered where they are needed			2
23.	Solution should have capability to determine whether users are accessing the network on an authorized, policy-compliant device.			2
24.	Solution should have capability to establish user identity, location, and access history, which can be used for compliance and reporting.			2
25.	Solution should have capability to assign services based on the assigned user role, group, and associated policy (job role, location, device type, and so on).			2
26.	Solution should have capability to grant authenticated users with access to specific segments of the network, or specific applications and services, or both, based on authentication results.			2

27.	Solution must support identifying the profile of endpoint joining the network as early as possible without granting Endpoint access to the network and thereby speed up the Endpoint discovery without compromising security.			2
<b>Technical Capabilities</b>				
28.	The proposed solution must support a managed switch environment having 802.1x support.	Y		5
29.	The solution must support agent-based deployment and provide complete posture analysis.			2
30.	The solution should allow authentication and authorisation of users and endpoints via wired, wireless, and VPN with consistent policy throughout the network			2
31.	It should allow Administrators to create their own device templates. These templates can be used to automatically detect, classify, and associate administrative-defined identities when endpoints connect to the network. Administrators can also associate endpoint-specific authorization policies based on device type.			2
32.	It should allow administrators to quickly take corrective action (Quarantine, Un-Quarantine, or Shutdown) on risk-compromised endpoints within the network.			2
33.	The solution should support MAC Address Bypass (used for devices which do not support MAC id) and utilize other available identity of the endpoint to apply the proper rules for access.			2
34.	The solution should operate within a heterogeneous network with switches from multiple vendors. NAC appliance should support vendor agnostic switch infrastructure.			2
35.	The solution should have a provision to support non-NAC capable hosts (i.e., IP phones, IOT's etc.) based on Mac address or other parameter and it should support exception lists for non-NAC capable hosts.			2
36.	The solution should provide granular compliance checks for Windows, MAC and Linux in terms of:			
	a. Ability to run custom scripts and policies			2
	b. Hardware/Asset Management information			2
	c. Event driven properties for compliance checks			2

37.	Support central management if multiple servers are involved for NAC implementation.	<b>Y</b>		5
38.	The solution should provide full Terminal Access Controller Access Control System (TACACS)+ capability including enable password, configuration present for different NAD types, TACACS+ proxy etc.			2
39	The solution should have profiling capabilities integrated into the solution in order to detect headless host. The profiling features leverage the existing infrastructure for device discovery. Should support the use of attributes from the following sources or sensors:			
	Profiling using MAC OUIs			2
	Profiling using DHCP information			2
	Profiling using RADIUS information			2
	Profiling using HTTP information			2
	Profiling using DNS information			2
	Profiling using NetFlow information			2
	Profiling using SPAN/Mirrored traffic			2
40	The solution should support a wide range of authentication protocols, including PAP, MS-CHAP, Extensible Authentication Protocol (EAP)-MD5, Protected EAP (PEAP), EAP-Flexible Authentication via Secure Tunnelling (FAST), and EAP-Transport Layer Security (TLS).			2
41	Provides a wide range of access control mechanisms, including downloadable access control lists (dACLs), VLAN assignments, URL redirect, and Security Group Access (SGA) tagging.	<b>Y</b>		5
42	Solution must be able to automatically classify the detected IP devices into different categories according to their functions such as Windows, Printers, Network Devices, IOT's etc.			2
43	"Solution should support the following endpoint checks for compliance for windows endpoints:			
	-Check operating system/service packs/hotfixes			2
	-Check process, registry, file & application			2
	-Check for Antivirus installation/Version/ Antivirus Definition Date			2
	-Check for Antispyware installation/Version/ Antispyware Definition Date			2
	-Check for windows update running & configuration			2

44	Solution should support following remediation options for windows endpoints:			
	- File remediation to allow clients download the required file version for compliance			2
	- Link remediation to allow clients to click a URL to access a remediation page or resource			2
	- Antivirus remediation to update clients with up-to-date file definitions for compliance after remediation.			2
	- Launch program remediation for NAC Agent to remediate clients by launching one or more applications for compliance.			2
	- Windows update remediation to ensure Automatic Updates configuration is turned on Windows clients per security policy.			2
<b>Integration with other Solutions</b>				
45	The proposed NAC solution should integrate with Firewalls (e.g. Checkpoint, Fortinet, Sonicwall)			2
46	The proposed NAC solution should integrate with Enterprise level SIEM solutions i.e. RSA.	<b>Y</b>		5
47	The proposed NAC solution should support, verify authentication and integrate with Microsoft Factory server.			2
48	The proposed solution must be able to integrate with existing Antivirus solution, viz., TrendMicro ApexOne/ Office Scan, Deep Security for Auto- Remediation.	<b>Y</b>		5
49	The proposed solution must able to integrate with Endpoint Patch management such as WSUS for Auto-Remediation.			2
50	Should able to integrate with major leading vendor vulnerability assessment tools & ATD solution, so that Solution should respond rapidly to compromised devices on network to prevent threat propagation & data breaches and quarantine infected endpoints			2
51	Solution shall support NTP server time synchronization			2
<b>Reporting</b>				
52	Should provide a Registered Endpoints Report which provides information about a list of endpoints that are registered through the device registration portal for a specific user for a selected period of time. The report should provide the following details	<b>Y</b>		5

	<ul style="list-style-type: none"> <li>•Logged in Date and Time</li> <li>•Portal User (who registered the device)</li> <li>•MAC Address</li> <li>•Identity Group</li> <li>•Endpoint Policy</li> <li>•Endpoint Policy ID</li> <li>•NMAP Subnet Scan ID</li> <li>•Device Registration Status</li> </ul>			
53	Solution should have built-in various reports and can create custom reports like Executive report, detection life cycle report, Top 10 reports for various category and Health reports etc.			2
54	The solution should offer a built-in monitoring, reporting, and troubleshooting console to assist helpdesk operators and administrators streamline operations. The solution should enable administrators to centrally configure and manage profile, posture, guest, authentication, and authorization services in a single web-based GUI console, simplifying administration by providing consistency in managing all these services.			2
55	The solution must be able to generate report on different parameters. e.g. Compliance, Non-Compliance, corporate , Guest , BYOD , Mobile Devices , IOT's etc.			2
56	The solution should have ability to generate reports in different formats, such as html, excel, csv and pdf. Reports should be available in real time on demand and should automatically be generated on a scheduled basis. Should support scheduled reports be delivered via e-mail automatically	Y		5
57	Solution should come with predefined, out-of-the-box reports and should have ability to run certain reports based on security role.			2
58	Solution should be able to schedule reports and also provide the flexibility to generate on-demand reports in daily/weekly/monthly/yearly or specific range (by day and time)			2
<b>Others</b>				
59	The solution should be capable of being bypassed in the event of any failure of the solution. This should be applicable in both managed and unmanaged switch environments.			2

## Software based Network Access Control

60	Advanced Guest Networking Capabilities Solution should provide below mentioned mechanism for notification of user credentials to Guest Users	<b>Y</b>		5
	a. SMS integration			
	b. Email			
61	The solution must not be a "point of failure" in network traffic flow; the failure of one or more components of the solution should not affect the organizational network's functionality. i.e. Solution should work in offline Mode /SPAN/ Mirror Traffic.			2
62	The solution should support centralized and distributed deployment options with clustering of nodes or cross-site failover for disaster recovery scenarios			2
63	Any third-party product required to achieve the functionality should be provided with the necessary enterprise version license of software and database licenses and other relevant software licenses with the solution			2
<b>Management</b>				
64	The proposed solution should have a Centralized Management Console with customizable dashboard and role-based admin			2
65	The DR management console should have the integration capability with DC management console so that a single console can be used for monitoring			2
66	Automatically configure and provision mobile devices such as MAC, iOS, Android, Chromebook etc. enabling them to securely connect to enterprise network.			2
67	Support Online Certificate Status Protocol (OCSP)			2
68	Capable to define the number of devices that can be on-boarded per user and validity period.			2
69	Automatic endpoint device provisioning/ installation with approval required option for on boarding			2
70	NAC server to be in HA so that even if one server fails, the other server takes over			2
71	Solution must support Security Assertion Markup Language (SAML) 2.0 identity provider which allows seamless single sign on (SSO) to the cloud or on premises applications along with AD integration	<b>Y</b>		5
<b>Total</b>				<b>207</b>

### 10.4.2 Reference Customer Details

- The details of existing customers to whom bidder implemented the Network Access Control (NAC) Solution (Preferably Software based NAC)

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

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

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

**Date**

**Place**

**Signature of Authorized Signatory ...**

**Name of the Authorized Signatory ...**

**Designation ...**

**Phone & E-mail:**

**Name of the Organization ...**

**Seal ...**

<b>NOTE</b>	<ol style="list-style-type: none"> <li>The bidder's response column should contain the details; Yes/No will not be accepted.</li> <li>The proof, wherever applicable to be attached and tag number of same to be specified in the response.</li> <li>The bidder to take necessary approvals from the customers whose reference is provided to the Bank.</li> </ol>
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**10.5 Annexure –V: Commercial Bid**

**Part –A: Cost of Solution**

(Amount in Rs)

Description	Cost per unit	No. of Units	Cost	GST	Total Cost
	A	B	C= AxB	D	C+D
Cost of NAC Licenses for 10,000 End Point Devices with 3 year Onsite Warranty & Support		10000			
Cost of Implementation of software based NAC Solution (DC & DR)		1			
Cost of Technical Account Manager from OEM for a period of One Year after the project goes live (One Day per week Onsite and remaining days remote support)		1			
Cost of Onsite Engineer from SI for the entire project period on all working days (9.00 AM to 6.00 PM) and on weekends and holidays as per job requirement		1			
Cost of Imparting Training for 5 personnel for 5 days on NAC Solution		1			
<b>Total Cost</b>					

**Part B: AMC/Support Cost**

(Amount in Rs)

	Cost	GST	Total Cost
	A	B	A+B
AMC Cost for 1 <sup>st</sup> Year (After 03 years of Warranty)			
AMC Cost for 2 <sup>nd</sup> Year			
AMC Cost for 3 <sup>rd</sup> Year			
<b>Total AMC Cost</b>			

**Part C: Cost of Additional Licenses**
**(Amount in Rs)**

Description	Cost per unit	No. of Units	Cost	GST	Total Cost
	A	B	C= AxB	D	C+D
Cost of NAC Licenses for 500 End Point Devices as a batch up to 2000 additional licenses.		2000			

**Part D: Total Cost of Acquisition**
**(Amount in Rs)**

Sl.No	Part	Amount
1	Part A: Cost of Solution	
2	Part B: Cost of AMC/Support for 3 years	
3	Part C: Cost of Additional Licenses	
	<b>Grand Total</b>	

Amount in Words: \_\_\_\_\_

**Note:**

- Any change/deviation in bid which has bearing on commercials will not be entertained.
- NABARD reserve the right to rectify any minor arithmetic errors in the commercial bid and bidder is bound to accept the same.

**Date**
**Signature of Authorised Signatory**
**Name of the Authorised Signatory**
**Place**
**Designation**
**Seal.....**

**10.6 Annexure –VI: Letter of Authorisation to Bid****(To be executed on non-judicial stamp paper of Rs.500/-)**

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

Date: --/--/2020

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

Dear Sir,

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

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

This has reference to your above RFP for Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Software based Network Access Control (NAC) Solution for NABARD. Mr./Mrs./Miss \_\_\_\_\_ is hereby authorised to submit the bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organisation for all the services / systems/ goods required by the bank as called for vide the bank's request for proposal vide RFP \_\_\_\_\_ dated \_\_\_\_\_ on behalf of our organization.

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

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

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative\_\_\_\_\_  
Signature of Authorizing Authority

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

Note: 1. This letter of authority should be on the letterhead of the bidder on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in their bid.

**10.7 Annexure –VII: Non-Blacklisting**

(On the Organisation's letter head)

**Part A. In the case of a Proprietary Concern:**

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

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

**Part B. In the case of a Partnership Firm:**

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

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

**Part C. In the case of Company:**

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

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

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

Place:

Signature of Bidder: \_\_\_\_\_

Date:

Name of Signatory: \_\_\_\_\_

**10.8 Annexure –VIII: EMD / Bid Security Form**

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

Ref No.....

Dated: --/--/2020

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

Dear Sir

WHEREAS the National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as NABARD, which expression shall, include its successors and assigns) has invited tenders Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Software based Network Access Control (NAC) Solution for NABARD.

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

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

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

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

***Yours faithfully***

***For and on behalf of***

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



**10.9 Annexure -IX: Pre-Contract Integrity Pact**

**(To be executed on Non-Judicial Stamp Paper of Rs.100/-)**

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

**Preamble**

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

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

**Section 1 – Commitments of the Buyer**

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

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

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

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

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

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

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyers, if any.
  - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4 – Compensation for Damages**

- (1) If the Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Buyer has terminated the contract according to Section 3, or if the Buyer is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

- (1) In case of Sub-contracting, the Buyer Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

- (2) The Buyer will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Buyer will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

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

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

### **Section 8 – Independent External Monitor**

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

The Independent External Monitor appointed for NABARD is:

Shri Subodh Kumar Goel 501, Tower-6 Common Wealth Games Village New Delhi – 110 092	<b>OR</b>	Shri P K Sangewar, H No. 12-5-65/1, Flat No 109, Shri Harsha Sethuram Unique, Vijaypuri Colony, South Lalaguda, Secunderabad, Telangana - 500 017
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- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



## Software based Network Access Control

- (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. \_\_\_\_\_

## 10.10 Annexure –X: Statement of Deviations

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

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

Tender No: NB.HO/DIT/132/DIT-012-28/2020-21 dated 18 September 2020				
S.N .	Page Number	Section Number	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				
6				

**Authorized Signatories**

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

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

**Company Seal:**

## 10.11 Annexure –XI: Bank Mandate Form

(To be submitted in Duplicate)

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

### 5. Particulars of Bank account:

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

6. I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold NABARD responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : \_\_\_\_\_

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

Signature of the party / Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Bank's stamp

(Signature of the Authorized Official from the Bank's)

Date :



**10.12 Annexure -XII: Compliance Statement**  
**(To be submitted on bidder's letter head)**

**Declaration**

**Tender No. NB. HO/DIT/132/DIT-012-28/2020-21 dated 18 September  
 2020**

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

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

**Authorized Signatories**

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

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

**Company Seal:**

**Date:**

**10.13 Annexure –XIII: Non-Disclosure Agreement***(To be executed on a non-judicial stamped paper of requisite value based on place of execution)*

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

AND

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

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

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Proposal to appoint a System Integrator for Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Software based Network Access Control (NAC) Solution, the scope of which is specified in RFP Ref No. NB. HO/DIT/132/DIT-012-28/2020-21 dated 18 September 2020 and whereas

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

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

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

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

5. Receiving Party means who receives the confidential information.

6. Disclosing Party means who discloses the confidential information.

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

## 1. Confidential Information

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

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

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

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

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

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

Confidential Information does not include information which:

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

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

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

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

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

(f) is released from confidentiality with the prior written consent of the other party. The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

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

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

## 2. Non-disclosure

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

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

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

b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or

- c) Business processes and procedures; or
- d) Current and future business plans; or
- e) Personnel information; or
- f) Financial information.
- g) Capital adequacy computation workings

### 3. Publications

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

### 4. Term

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

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The System Integrator agrees and undertake to treat Confidential Information as confidential for a period of [Six (6)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

### 5. Title and Proprietary Rights

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

### 6. Return of Confidential Information

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

### 7. Remedies



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

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

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

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

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

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

## **8. Entire Agreement, Amendment, Assignment**

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

## **9. Miscellaneous**

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

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or



advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

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

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

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

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

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

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

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

## **10. Suggestions and Feedback**

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing



## Software based Network Access Control

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

Witness

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

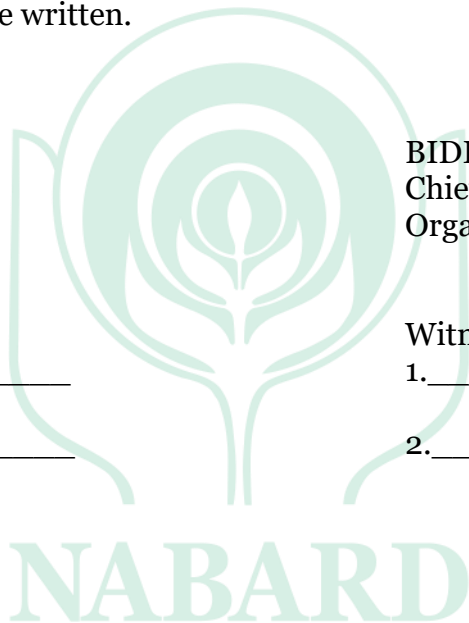
2. \_\_\_\_\_

BIDDER  
Chief Executive Officer  
Organisation

Witness

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

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



**10.14 Annexure –XIV: Performance Bank Guarantee Format**

(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF APPROPRIATE VALUE)

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 (hereinafter referred to as “Purchaser”) having agreed to Purchase the Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Software based Network Access Control (NAC) Solution for NABARD (hereinafter referred to as “Services”) from \_\_\_\_\_ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the RFQ (Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_) and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the Network Access Control (NAC) Solution (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

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

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

3) This Guarantee shall expire on \_\_\_\_\_ 2020 (validity date) without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. \_\_\_\_\_ 2020.

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

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

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

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

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

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

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

10) Notwithstanding anything contained herein:-

- i i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ;
- ii ii) This Bank Guarantee shall be valid up to \_\_\_\_\_ (validity date) ;
- iii iii) Unless actions to enforce the claims is filed on or before \_\_\_\_\_ (validity date) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

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- iv iv) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before \_\_\_\_\_ (validity date)

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

Date this ----- day of ----- 2020 at -----

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

sd/- -----

Dated this ----- day of ----- 2020 at

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

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



**10.15 Annexure –XV: Contract Form**

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

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

WHEREAS the purchaser is desirous that services related to Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Software based Network Access Control (NAC) Solution for NABARD should be provided by the service provider viz., \_\_\_\_\_ (Brief Description of Goods and Services) and has accepted a bid by the service provider for services related Supply, Installation, Configuration, Commissioning and Maintenance of Network Access Control (NAC) Solution for NABARD in the sum of Rs. \_\_\_\_\_ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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



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

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

Signed, Sealed and Delivered by the

Signed, Sealed and Delivered by the

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

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

Witness

Witness

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

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

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

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

**10.16 Annexure -XVI: Service Level Agreement**

**(To be executed on Non-Judicial Stamp Paper of Rs.100/-)**

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

**BY AND BETWEEN**

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

AND

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

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

**WHEREAS**

**NABARD** is a body corporate having its Head Office at Mumbai and regional offices all over India and has issued a Request For Proposal (hereinafter referred to as “RFP”) vide ref No..... dated .....for Supply, Installation, Configuration, Commissioning and Maintenance of Network Access Control (NAC) Solution, which includes provision of (a) Post Implementation Support in the form of Help Desk Management, License Management, Software Maintenance and Support and Change Management; and (b) delivery of desired Service Levels to provide quality customer service to NABARD.

In response to the said RFP of NABARD, \_\_\_\_\_ (short name of company) submitted its Proposal to implement the System for meeting the functional requirements of NABARD and to provide Post Implementation Support at the desired Service Levels as specified in the RFP.

\_\_\_\_\_ (**short name of company**) hereby agrees to provide Implementation Support at the desired Service Levels for \_\_\_\_\_ (Solution) as per terms and conditions of this Agreement.

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

## 1. Definitions

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

## **2 Scope of document**

This Agreement has been executed in relation to Supply, Installation, Configuration and Maintenance of Network Access Control (NAC) Solution between the Parties. The detailed Service Levels have been set out in this Agreement.

This Agreement shall ensure the following:

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

### **2.1 Scope of Work**

2.1.1. Agent-based NAC Solution with 12,000 licenses of which 10,000 will be on day-one and remaining to be availed over a period of 6 years

2.1.2. NAC Solution to be installed in HA at both DC and DR on the Acropolis Hypervisor created Virtual Machine running RHEL (version N-1) as the Operating System on the Nutanix HCI Platform

2.1.3. The bidder should provide number and details of VMs (Compute, Memory & Storage) to be created for running the solution for DC and DR

2.1.4. The bidder is mandated to engage OEM professional services to design the solution document for NABARD along with as-built configurations and will proceed with implementation only after NABARD approval. OEM to incorporate all industry best practices in the design of NAC

2.1.5. The bidder to provide a formal document covering detailed design of the system, including network diagrams and sample software configurations for protocols, policies and features

2.1.6. The bidder to provide a document covering implementation strategy and plan that details the requirements for solution deployment, integration and management.

2.1.7. Installation, configuration, testing, tuning, integration with the existing IT assets, management and maintenance of the solution for corporate wide deployment at DC (Mumbai) and DR (Faridabad) as per the timelines

2.1.8. Licenses should be considered based on assets/devices registered with the NAC Solution and visible on the console at any given point of time.

2.1.9. The bidder should have back to back arrangement with the OEM so that bank will be able to log a call with the OEM directly, if necessary.

2.1.10. The bidder/OEM should have a 24x7 support center in order to log the calls. The support center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company

2.1.11. Technical support shall be for Six years. (6 years to start from the date of acceptance of go-live of deployment).

2.1.12. The Bidder shall engage one Technical Account Manager from OEM for a period of 1 year and an Onsite Engineer for the entire contract period.

2.1.13. The OEM certified Resource Person to provide training on the operation and management of the solution to identified NABARD / ITSM officials;

## **2.2. Training Services**

The Vendor/Bidder shall provide training at Mumbai or any other location to be mutually decided with the Bank for the personnel identified by NABARD on functional, operational and reporting aspects of the entire NAC solution

The Bidder/ Vendor shall provide training to at-least two batches of NABARD officials for the following each type of training.

- a. User Training.
- b. System Administration training.
- c. Top executive awareness program.

Training shall be for a day per batch and it should be at least three days with a batch size as mutually agreed by the Bank and Vendor/Bidder

Training deliverables shall be

- a. User Training Plan
- b. Training Material in English

## **2.3. Project Management Services**

Project Planning, Monitoring and Control

- 2.3.1. The Vendor/Bidder shall develop a Project Management Plan. The plan shall also detail all milestones and indicate when the required deliverable will be available to the Bank
- 2.3.2. The Project Management Plan shall address at a minimum, the following Service(s) processes:
  - a. Document Control
  - b. Change Management
  - c. Inspection and Testing

The progress of the implementation shall be monitored on regular basis and the deviations, exceptions shall be analyzed and corrective actions to be recommended / suggested. The Deliverables shall be

- a. Project Management Plan
- b. Progress Reports at key milestones
- c. Project Reporting

The first progress report would be submitted for the first milestone which would be the date of delivery. A weekly progress report shall be submitted thereafter. Also the Vendor/Bidder shall report on items by exception or that require urgent action.

Monthly Project Execution Committee meetings will be held at the Bank Head Office, BKC, Mumbai. The Vendor/Bidder is required to provide a report on the following:

- Progress against the Project Management Plan
- Status of all open issues

### 2.4. System Maintenance & Support Services

#### Support –Terms and Conditions:

System Maintenance & Support services will include the following activities.

The vendor is required to deploy NAC solution & execute support services with Bank covering all terms and conditions of this tender.

Service Area	Service Level
Monitoring & Log Analysis Services On server and consoles.	Event / log monitoring in the first week of every month. Availability of relevant logs for last 3 months Standard / Exception reports
Server Management (System performance and Policy fine tune)	Monthly check in the first week of every month.
Reports & Dashboard	Dashboard should give online view of threat Identified with their status.

System Maintenance & Support services will include the following activities

- 24 x 7 online support
- Issue resolution / Onsite Visits within 8 hrs for level 0 issues
- Issue resolution / remote desktop support within 4 hrs for level 1 issues
- Issue resolution / telephonic support within 1hrs for level 2 issues

Any problems/Issues due to NAC solution and console malfunctioning issue and virus outbreak issue identified and reported to the Vendor/Bidder should be categorized based on severity as follows:

Levels	NAC Solution
Level 0	>8 hrs
Level 1	>4 hrs
Level 2	1 hrs

The maintenance support should be (24x7 365days) including product (major or minor) upgrades and updates. The support should be for unlimited requests. It may be provided on email / Telephone /Remote/Onsite.

Direct OEM Service and support should be covered under with dedicated TAM (Technical Account Manager) and onsite support

### 2.5. Schedule

The Vendor/Bidder shall implement the solution /Service(s) as per the schedule specified below:



- a. Technical Support services period will be for 6 years. (from deployment day till end of 6<sup>th</sup> year)
- b. The period of contract shall be extendable, based on mutually agreed terms and conditions.

### 2.6. Responsibilities of Vendor/Bidder

- 2.6.1. The Vender has to supply, install, integrate and commission the solution across various locations mentioned in the technical details.
- 2.6.2. The Vendor/Bidder shall make arrangements to provide maintenance support, problem fixes & upgrades.
- 2.6.3. System/Solution health checkup twice a year by vendor.
- 2.6.4. System/Solution gap analysis once a year by vendor.

### 2.7. Service Level Expectations

- 2.7.1. The uptime calculated shall not include the following:
  - a. Down time due to any IT Infra (Provided by the Bank) failure.
  - b. Negligence or other conduct of the Bank or its agents, including a failure or malfunction resulting from applications or services provided by the bank or its vendors.
  - c. Failure or malfunction of any equipment or services not provided by the bidder.
- 2.7.2. However, it is the responsibility/ onus of the selected bidder to prove that the outage is attributable to NABARD.
- 2.7.3. The Various SLA's under this agreement will be as below:

Service Area	Accepted Service Uptime	Penalty	Service Window
Uptime of NAC solution	>=99.9%	No Penalty	24*7
	<99.9% to >=98.00%	2%	24*7
	<98.00% to >=96.00%	5%	24*7
	< 96.00%	10%	24*7

Note: The percentage of uptime will be calculated on quarterly basis as follows:

(Total Contracted Minutes in a Quarter -downtime during contracted minutes) \*100

---

Total Contracted Minutes in a Quarter

- a. The penalty shall be deducted from amount payable for quarterly AMC charges paid to the bidder
- b. The maximum penalty shall be capped at 10% quarterly charges of AMC.

### 2.8. SLA for Help Desk Services:

2.8.1. SLA for Helpdesk contains 2 parts as follows:

#### a. SLA for Incidents Handling:

	<b>Response Time (HH:MM)</b>	<b>Resolution Time (HH:MM)</b>	<b>Penalty (if Resolution Time not met)</b>	<b>Service Window</b>
Case logged to Help Desk	00:15	03:00	Rs. 200/- per hour/ per case	24*7

#### b. SLA for Unavailability of required manpower

<b>Description</b>	<b>Per incident Penalties</b>
Unauthorized absence of L3 person	Rs.5000/- , per Shift per person
Unauthorized absence of L2/L1 person	Rs.2500/- , per Shift per person

2.8.2. The penalty shall be deducted from quarterly charges paid to the bidder for Help Desk Services.

2.8.3. The maximum penalty shall be capped at 10% quarterly AMC charges.

### 2.9. Responsibilities Of Vendor/Bidder

2.9.1. The Vender has to supply, install, integrate, migrate and commission the Network Access Control Solutions across various locations.

2.9.2. The Vendor/Bidder shall make arrangements to provide maintenance support, problem fixes & upgrades.

2.9.3. System/Solution health checkup twice a year by vendor.

### 2.10. Warranty & AMC Support

2.10.1. The Bidder further represents and warrants that all licenses delivered /rendered under and in accordance with this Contract shall have no defect, arising from design or from any act, error/defect or omission of the Bidder.

2.10.2. The minimum warranty/AMC period shall be the period of 36 Months i.e. Three Year (3) from date of installation of NAC Solution. The Warranty will start after completion of installation at all sites as mentioned in Scope of Work. The Bidder shall, in addition to this, comply with the performance guarantees specified under and in accordance with the Contract.

2.10.3. Product licenses should be perpetual and AMC cost to decide by OEM/Bidder accordingly.

- 2.10.4. Upon receipt of notice of such defect / error or deficiency, the Bidder shall, with all reasonable speed, repair or replace the defective equipment/software or parts thereof, without cost to Purchaser.
- 2.10.5. If the Bidder having been notified fails to remedy the defect(s) within the period specified in Section-4, Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights, which Purchaser may have against the Bidder under and in accordance with the Contract.

**2.11. Penalties**

Penalty during warranty period

- a. If, the Bidder fails to deliver and / or install any or all of the Licenses/ Software's mentioned in the Purchase order (PO), Purchaser shall, levy a penalty of a sum equivalent to 0.5% percent per week or part thereof of the value of purchase order subject to maximum of 10% of the purchase order value of the delayed equipment or unperformed services for that particular location. In case of undue delay beyond a period of 15 days unless otherwise waived by the Purchaser, Purchaser at its discretion may consider the delay as termination of the Contract.
- b. The bank reserves the right to impose / waive any such penalty.
- c. The purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the bidder it its hands (which includes the purchaser's right to claim such amount against bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery of penalty shall not in any way relieve the Bidder from any of its obligations to complete the works/services or from any other obligations and liabilities under the Contract

**2.12. Annual Maintenance Contracts**

1. On expiry of Warranty, Vendor will provide AMC for the solution for a period of duration as agreed per RFP. While NABARD and Vendor agree that the Maintenance Term is for a minimum, the Agreement shall be automatically renewed year on year, unless otherwise decided by NABARD by giving a 30 days' prior written notice to the other.
2. Vendor shall offer comprehensive support under AMC, etc. supplied at Data Centre (DC) or Disaster Recovery (DR). The support will also cover proactive system health check and reporting. However, this monitoring shall require NABARD's permission with relevant access levels to the Systems.
3. AMC support shall be provided on 24 x 7 x 365 basis. The Support shall include parts replacement and associated efforts to perform the parts replacements.

**2.13. Audit Services**

- 2.13.1. Vendor services as per special requirements of Banks for meeting statutory needs at Bank location as needed
- 2.13.2. Any service taken up by Bank for ensuring mitigation of future risks or complications by planned methods.
- 2.13.3. The Service Provider shall get itself annually audited by internal/external empaneled Auditors appointed by the NABARD/ inspecting officials from the Reserve

Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the vendor shall submit such certification by such Auditors to the Bank. The vendor and or his / her/their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same.

2.13.4. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the NABARD. No Audit or inspection will be allowed till Service Provider has received at least 7 business days' prior written notice for Audit or inspection conducted by NABARD, while prior notice may not be given for Audit or inspection conducted by Regulatory authority.

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

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

### 2.14. Manpower hiring

- 2.14.1. Vendors deploying personnel at Bank premises for executing services as per agreement at Bank location on continuous basis or on need basis.
- 2.14.2. Manpower may be deployed for Development of Applications or bug fixing or making good of services which are delivered appropriately

### 2.15. Performance Measurements

- 2.15.1. Monitoring, tracking and providing reports on performance parameters as described in this clause during the Warranty and AMC period
- 2.15.2. Providing services based on timelines and completion of the same

## 3. Type of support mode

### 3.1. Support mode

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

Support mode	Description	Remarks
Email	Auto trigger of email or user raised request by email to designated email ID	<i>As applicable</i>
Call	Call the specific service number for logging any issue, follow up or escalation	
Chat	Support request by chat, if available	
Visit	Service Engineer visiting the site for resolution of concern	
Remote Support	Provide remote access by VPN for authorized personnel for immediate remediation or be available on call	<i>Need based</i>

### 3.2. Support Window

Support window	Description	Remarks
Support Window	Time defined for any service requests for remediation	Email 24Hrs, Call – 9 AM to 6 PM
Support days	Time defined for any service requests for remediation	24 x 7 (Excluding Holidays & Sundays unless any administrative exigencies arise)

### 3.3. Support Escalation

All incidents that exceed the response time will be escalated to the escalation contacts listed below for Bank and Vendor

Name	Designation	Phone	1. E-mail

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

## 4. Periodic Review Process

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

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

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

## 5. Exclusions

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

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

- a) the restoration of any service that has been lost due to the failure of NABARD
- b) the correction of any error, malfunction or fault in the Software due to a failure on the part of NABARD to operate the System in accordance with the Technical Documentation provided by Vendor.
- c) the correction of any error, malfunction or fault in the Scope due to any accident or disaster affecting the system on which the System is located.



- d) the correction of any error due to input error from any other software that is/has been interfaced with the Licensed Software.

## **6. Support by NABARD**

Vendor's provision of Support to NABARD is subject to the following terms and conditions:

- a) NABARD shall provide Vendor with necessary access to NABARD's personnel and its equipment. 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 employees having the highest privilege or clearance level.
- b) NABARD shall provide supervision, control and management of the use of the Services. In addition, NABARD shall implement procedures for the protection of information and the implementation of procedures in the event of errors or malfunction of the equipment.
- c) NABARD shall document and promptly report all detected errors or malfunctions of the software to Vendor. NABARD shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Vendor.
- d) NABARD shall maintain a copy of all Programs and data.
- e) NABARD shall adhere to the terms and conditions of the License Agreement.
- f) NABARD shall not request, permit or authorize anyone other Vendor to provide any maintenance services without the consent of the original Vendor during the currency of this contract.
- g) NABARD shall appoint one individual who is knowledgeable in the IT operations to serve as primary contact between NABARD and Vendor regarding the registry and report of Support Calls. The names of the said person shall be promptly intimated to Vendor. All of NABARD's Support inquiries shall be initialized through these contacts.
- h) NABARD shall annually review the financial and operational condition of the service provider to assess its ability to continue to meet outsourcing obligations.

## **7. Additional Services**

- a) Vendor may provide additional services such as advisory and consultancy on such terms and conditions as may be mutually agreed between the parties. These services will be made available on a time and materials basis.
- b) Bank regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the system. The Vendor shall make suitable changes as per the recommendations emerging from VAPTs emerging within the contract period. The vulnerabilities so identified may be fixed by the vendor within the predefined timeline as follows:
  - All Critical & High category Vulnerabilities – Within 30 days of informing
  - All Medium Category Vulnerabilities – Within 45 days of informing
  - All Other category vulnerabilities – Within 90 days of informing
  - In cases of Vendor dealing with applications hosted over third-party infrastructure outside NABARD DC, necessary logs generated by the applications to be provided by the vendor to the Bank on a quarterly basis or whenever needed by the Bank (whichever is earlier).

## **8. Intellectual Property and Confidentiality**

- i. All data captured and reported by Vendor to the Bank in connection with terms of this agreement shall be deemed to be "Confidential Information" for the purpose of this clause and cannot be disclosed by Vendor without written consent of Bank. Likewise, any information provided by Bank in terms of this agreement shall also be deemed to



be 'Confidential Information' for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to Bank) should be returned back to the other party. Likewise, the data captured by Vendor and retained by Vendor is purely for providing service and based on the agreement entered into with the Bank. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Vendor will be property of the Bank. The Provision of Confidential Information shall survive termination or expiration on this agreement.

- ii. Vendor shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of NABARD's information and data in its possession and to prevent unauthorized access thereto or use thereof.
- iii. Bank or its affiliates will not use any available decoder for decoding the .exe file for the mobile application shared by Vendor and use the software code thus obtained for any purpose.

## **9. Subcontracting and Assignment**

- a) Vendor may engage the services of sub-contractors to perform any of its duties with prior written permission of NABARD. Unless otherwise agreed in writing, no sub-contracting of such duties shall relieve Vendor of responsibility for their due performance.
- b) A copy of contract details entered between Vendor and sub-contractor to be made available by the vendor to NABARD within \_\_ days of engaging the sub-contractor.
- c) Vendor agrees that it shall not transfer/assign to any of its rights and/or obligations under this agreement to any entity including affiliates without the prior written permission from NABARD.
- d) If the parties undergo a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this agreement shall be considered to be transferred to the new entity and such an act shall not affect the rights and obligations under this Agreement.
- e) NABARD, including its' auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another vendor.
- f) The Vendor shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, background checks and other due diligence to examine their antecedents and ensure their suitability for such engagement. The vendor shall retain the records of such verification and shall produce the same to the Bank as and when requested.

## **10. Limitation of Liability on SLA breaches**

Vendor liability to meet the SLAs is limited to 20% cost of agreement during the year of warranty period and later the total AMC cost of duration of the AMC period in which the liability event occurred. Vendor will in no event be liable to NABARD for consequential, incidental, special or other indirect damages such as loss of profits herein whether by contract or tort, even if Vendor has knowledge of the likelihood of such damages.

## **11. Representations and Warranties of NABARD**

- i. NABARD hereby represents and warrants to the **(short name of the company)** as follows:
  - (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and

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perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

(b) It has taken all necessary actions under Applicable Law to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) It has the financial standing and capacity to perform its obligations under the Agreement;

- ii. This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms thereof;
- iii. (e) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- iv. there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- v. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the (short name of the company)'s ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.

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

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

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

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

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

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

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

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

(vii) it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

(viii) no representation or warranty by it contained herein or in any other document furnished by it to the Buyer or to any government instrumentality in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and

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

### **13 Warranties post SLA expiry**

VENDOR warrants that the Support services will be performed by appropriately qualified personnel with due care and diligence and to such high standards of quality as it is reasonable for Vendor to expect in all the circumstances post the SLA expiry.

### **14 Notices**

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

### **15 Indemnification**

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

The Vendor shall indemnify, protect and save Bank and hold Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings. (Including reasonable attorney fees), relating to or resulting directly or indirectly from:

- i. an act or omission of the Vendor, its employees or its agents in the performance of the services provided by this agreement,
- ii. breach of any of the terms of this Tender or breach of any representation or warranty by the Vendor,
- iii. Use of the deliverables and or services provided by the Vendor.
- iv. Infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

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

## **16 Termination of Support Services**

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

- a. Termination clauses applicable after completion of 12 months of completion of the agreement from the date of signing.
- b. Either party shall be entitled to terminate this agreement by issuing notice in writing of not less than 30 (thirty) days to the other party
- c. Termination in all circumstances will mean a proper transition with data transfer in a readable format along with all knowledge documents. Transition to take at least a month unless extended by mutual consent

## **17 Dispute Resolution**

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

## **18 Miscellaneous**

1. This agreement shall be effective for a period of ..... years from ..... to ..... ("Term") unless terminated as per the clause provided in this agreement.
2. All the terms and conditions stipulated in the RFP ..... dated ..... regarding ..... are considered as part and parcel of this agreement.
3. Any provision in this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and is signed by both the parties to this Agreement; in the case of an amendment by each party, or in the case of waiver by the Party against whom the waiver is to be effective.
4. Either party or its employees and representatives shall not use the name and/or trademark/logo of the other party in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of the other party.
5. Terms of Payment and Penalties

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

6. Vendor shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.
7. Vendor will not release any factual information concerning these SLAs Agreement to any person/news media without prior permission of NABARD.



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

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

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

### **For NABARD**

Signature:

Name:

Title:

Place:

Date:

### **WITNESS**

Signature:

Name:

Address:

### **For (Name of the Company)**

Signature:

Name:

Title:

Place:

Date:

### **WITNESS**

Signature:

Name:

Address:



## 13. APPENDIX

### 13.1. Appendix -I: Example for arriving at L1 (Evaluation Process):

Particulars	Bidder X	Bidder Y	Bidder Z
<b>Commercial Evaluation (CE)</b>			
Commercials Received (Bidder's Price)	1000	1100	1200
Lowest Price	1000		
Weight Allotted for Financial Assessment	30		
Calculation (Lowest Price / Bidder's Price X Weight)	$(1000/1000) \times 30$	$(1000/1100) \times 30$	$(1000/1200) \times 30$
Score (CE)	30	27.27	25
<b>Technical Evaluation (TE)</b>			
Bidder's Technical Score	85	100	95
Total Possible Score (Highest Technical score secured among the Bidders)	100		
Weight Allotted for Technical Assessment	70		
Calculation (Bidder's Technical Score/Total Possible Score X Weight)	$(85/100) \times 70$	$(100/100) \times 70$	$(95/100) \times 70$
Score (TE)	59.5	70	66.5
<b>Total Score</b>			
Score (CE) + Score (TE)	89.5	97.27	91.5
Ranking of Bidder	L3	L1	L2
<p><u>Bidder Y is the L1 bidder with highest cumulative marks.</u></p> <p><b>i. Formula for technical scoring would be as follows:</b></p> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <math display="block">\frac{\text{Bidder's Technical Score}}{\text{Highest score}} \times \text{Weight}</math> </div> <p><b>Formula for Commercial Evaluation would be as follows:</b></p> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <math display="block">\frac{\text{Lowest Price}}{\text{Highest Technical score secured among the Bidders}} \times \text{Weight}</math> </div> <p><b>ii. Lowest Bid:</b> Lowest Bid out of all qualified technical bidders.</p> <p><b>iii. Bidder's Price:</b> Price submitted by respective bidder. (Total of Table 2)</p> <p><b>iv.</b> After completing financial assessment total scores has been calculated by summing above two (2) scores (technical and commercial, weighted appropriately)</p> <div style="display: flex; align-items: center; justify-content: center; margin-top: 10px;"> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <math display="block">= \frac{\text{Bidder's Technical Score}}{\text{Highest Technical score secured among the Bidders}} \times \text{Weight}</math> </div> <div style="margin: 0 10px;">+</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <math display="block">\frac{\text{Lowest Price}}{\text{Bidder's Price}} \times \text{Weight}</math> </div> </div>			



**13.2. Glossary**

Sl.No	Acronym	Definition
1.	AMC	Annual Maintenance Contract
2.	BOM	Bill of Material
3.	CVC	Central Vigilance Commission
4.	DC	Bank's Data Centre
5.	DD	Demand Draft
6.	DIT	Department of Information Technology
7.	DMZ	Demilitarized zone
8.	DR	Disaster Recovery
9.	NAC	Network Access Control
10.	EMD	Earnest Money Deposit
11.	HCI	Hyper Converged Infrastructure
12.	NABARD	National Bank for Agriculture and Rural Development
13.	OEM	Original Equipment Manufacturer
14.	PBG	Performance Bank Guarantee
15.	QoS	Quality of Service
16.	RFP / RfP	Request for Proposal
17.	RO	Regional Offices
18.	TAM	Technical Account Manager
19.	TCO	Total Cost of Ownership
20.	TE	Training Establishments

# End of RFP

