Pre-bid clarification issued to pre bid queries raised by bidders.

The pre-bid clarifications to the pre-bid queries raised are as follows:

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
1	1.4 Bid Security / Earnest Money Deposit (EMD) - Clause (1.4.3, 1.4.5 & 1.4.9)	1. Clause 4.2 and Clause 4.3 are nowhere to be found in the Instruction to Bidders. Bidder understands the mentioned clause references should be read as Clause 1.5 and Clause 1.6 Please confirm. 2. Clause 4.1.10 mentioned in clause 1.4.5 is nowhere to be found in the Instruction to Bidders.	1.This aspect is covered in clause 1.5 and 1.6 of bid document and hence clause 1.4.3 may now be read as under: 1.4.3 Such bidders have to upload such certificate while submitting their bid. Such bidders have to also upload a declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in clause 1.5, or if they violate the code of integrity at clause **1.6,** they will be suspended for the period of time as specified in this RFP Clause 1.4.9 may now be read as under: 1.4.9 The Earnest Money Deposit submitted by the bidder(s) shall be forfeited if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in clause 1.5 of if they violate the code of integrity given in clause 1.6. 2. This aspect is covered in clause 1.4.10 and hence clause 1.4.5 may now be read as under: 1.4.5. Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for a period of 45 (forty-five) days beyond the final bid validity period. Bank guarantee should be submitted in the format as given in clause 1.4.10.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
2	1.4.10. Format of Bank Guarantee in lieu of EMD. Clause (9)	a. Request you to confirm the BG Validity to be considered by the bidder from the below options: 1. Bid Validity Period + 45 Days OR 2. Bid Validity Period + 45 Days + 6 Months (Claim Period) b. The bid validity mentioned here is unlimited as commercial bid opening date is not defined anywhere in RFP and is also contradictory to bid validity mentioned in GEM Portal Notification. Kindly rectify the same.	Clause 1.9.1 of bid document is revised as follows "The submitted bid proposal should be valid for a period not less than 3 (three) months from the date of opening of technical bids." Accordingly, BG for EMD shall be valid for period of date of opening of technical bid + 45 days + three months (date of expiry). Further, claim arising under this BG shall be preferred by NABARD with a period of six months from the date of expiry. Thus, NABARD shall be able to claim the guarantee for a period of date of opening of technical bid + 45 days + three months + six months.
3	Format of Pre-Contract Integrity Pact Clause 5.1 of Earnest Money (Security Deposit)	As per Clause 1.4.5 of Instructions to Bidder, Bank Guarantee in lieu of EMD is acceptable. Hence, kindly request you to modify the clause 5.1 of bid, as follows: While submitting the bid, the BIDDER shall deposit an amount Rs.	Clause 5.1 of format Earnest Money (Security Deposit) is revised to read as: 5.1 While submitting the bid, the BIDDER shall deposit an amount Rs. _____ (Rupees _____ only) as Earnest Money/Security Deposit, with the BUYER through a Bank Guarantee or Bank Draft or a Pay Order in favour of National Bank for Agriculture and Rural Development payable at Mumbai.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		_____ (Rupees _____ only) as Earnest Money/Security Deposit, with the BUYER through a Bank Guarantee or Bank Draft or a Pay Order in favour of National Bank for Agriculture and Rural Development payable at Mumbai.	
4	Format of Pre-Contract Integrity Pact Clause 5.2 of Earnest Money (Security Deposit)	Clause 1.4.8 of Instructions to Bidders states as follows: "The Bid securities of unsuccessful bidders during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage. EMD will be refunded to the unsuccessful bidder(s) once the contract has been signed with the successful bidder at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract. The EMD of successful bidder(s) shall be returned after acceptance of entire terms and conditions mentioned in the tender document	Clause 1.4.8 will be applicable. Hence clause 5.2 is revised to read on the same lines as clause 1.4.8.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		and submission Performance security/ Bank Guarantee." There are slight differences in the above clause and clause 5.2. Kindly request you to advise which clause will be applicable.	
5	Format of Pre-Contract Integrity Pact - Clause 6.1 & 6.4.	Clause 3.2 is nowhere to be found in the Instruction to Bidders. Bidder understands the mentioned clause reference should be read as Clause 1.5. Please confirm.	The references to 'clause 3.2' in clauses 6.1 and 6.4 should be read as 'clause 1.5'.
6	Instructions to bidders and conditions of contract - Clause 1.9.1 of Validity of Proposal & GeM Bidding Document	Please confirm the Bid Validity Date, whether it is 90 days OR 180 days from the bid opening date.	The bid validity date is 3 (three) months from the date of opening of technical bid. Accordingly, Clause 1.9.1 of bid document is revised as follows "The submitted bid proposal should be valid for a period not less than 3 (three) months from the date of opening of technical bids."

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
7	Instructions to bidders and conditions of contract Clause 1.21 Checklist (Sr. No. 11)	1.Please share copy of Non-Disclosure Agreement as the same is missing from the RFP documents. Further, please advise if NDA is to be executed on a plain paper or non-judicial stamp paper of Rs. 100. 2.It is understood that NDA is to be signed by selected bidder. Please confirm. Also provide format of NDA as none is found in any of the 11 documents of RFP	The Format of Non-Disclosure Agreement (NDA) is now uploaded on GeM along with this pre bid clarification. NDA will be executed by successful bidder on Rs. 200/- non judicial stamp paper The format of NDA is provided below.
8	Pre-Qualification Criteria Clause -6	Please clarify "(ending month of March prior to the bid opening)" - does it mean March 31, 2023 or does it mean March 31, 2024.	It means Financial Year ending 31 March 2023
9	Scope Of Work - RACI Matrix - Managed Security	Please clarify the Scope between the CSP and the Software Vendor with respect to Patching (AV, OS, DB, application, middleware, anything related to application). E.g. AV will be done by CSP or Software Vendor?	According to the RACI matrix, the same is under scope of software vendor.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
10	Scope Of Work - Clause I(b)	Kindly request you to confirm Web based Tool for customer infrastructure management is acceptable? Kindly confirm is that Online tool means CSP to provide the access for their portal for all Proposed Cloud Services with to check the proposed cloud compute, else suggest in case any separate tool is required	The provided Web based/Online tool should enable NABARD to ascertain whether the CSP has allocated all the infrastructure as per the technical specifications prescribed in this bid document. (This Web based/Online tool should help to view the specifications of Infrastructure, Asset Inventory-technical specifications allocated by the CSP.)
11	Scope Of Work - Clause II(b)(i)	1. NABARD to provide Software Assurance with respect to Compliance, wherever required. Please confirm. 2. kindly suggest will that NABARD provides the required Operating System and Databases for the Cloud platform rom their Software vendor as per BoQ of the RFP and No Action on CSP and MSP here. 3.Kindly confirm who will be responsible for providing licenses	1. Bidder to ensure compliance of provided infrastructure for Operating system of Ubuntu and database of MySQL. 2. Operating system and Database licenses are in the scope of Software Vendor. 3. The licenses and support for the OS, DB, and Antivirus will be provided by software vendor and the CSP should provide all the necessary support to the software vendor team/NABARD to host the same. 4. OS will be Ubuntu & Database will be MySQL. 5. The OS and database deployment and management shall be under scope of software vendor. 6. OS – Ubuntu and shall be managed by Software vendor.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		for the OS, DB, and Antivirus. Additionally, if NABARD is providing licenses, please confirm who will be responsible for providing support for the same. 4. Please specify OS and Database details. 5. As per our understanding the VMs/OS and database deployment and management will be owned by s/w vendors, pls clarify. 6. What Operating system will be used for each VM? Will they be managed by CSP	

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
12	Scope of Work - Clause II(c)(viii)	1. We shall allow solutions to deployed on our cloud subject to their compatibility on our platform. OEMs / customer is free to conduct a PoC on our platform to check compatibility before finalizing the solution from their end. 2.Please confirm who will be responsible for managing the software and security tools mentioned in the given clause. Additionally, please acknowledge that separate charges will apply if the authority requires hands-on support for installation activities of the given software and tools. 3. Request NABARD to kindly share each module wise All OEM details from the Software vendor, to check the OEM capability in the GCC environment and pre-requisite details for CSP in GCC. 4. Currently do you have any DAM (Database Activity	1. Hardware compatibility is software dependent. However, CSP should not hinder or restrict the software vendor from hosting their solutions. 2. Software vendor is responsible for managing the software and security tools mentioned in the given clause. However, no additional charges will be borne by NABARD for providing support towards installation activities. 3. The line item description in the BoQ has been framed taking into account such aspects. Hence, bidder may quote as per given BoQ. 4. Shall be implemented after deploying the solution on the GCC. 5.It is clarified that the bidder should allow the software vendor to host their own HSM. 6. Shall be implemented after deploying the solution on the GCC. 7. Shall be implemented after deploying the solution on the GCC. 8.Services enumerated in clause no. II(c)(viii) shall be implemented by the software vendor. 9.For more clarity CSP is advised to refer RACI Matrix in Scope of Work document.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		Monitoring) tool available.	
		5. Do you have any current HSM available on-premises should we lift and shift it to Cloud or replace it with Cloud HSM solution.	
		6. Do you use any MFA solution currently, what is the MFA devices qty?	
		7. Can you please share the qty for PIM, SSL VPN, Antivirus, DLP, what is the current on-premise solution used for these tools.	
		8. Pls confirm if these services will be provided by the software vendor and CSP to host as per their requirements with required computing or CSP will host all these services.	
		9. You had asked CSP to provide PIM, DDoS, VPN solution as per other requirements in security section. Need clarity on who will be responsible for providing the	

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		security Solution like DAM, PIM, DDoS, VPN.	
13	Procedure for evaluation of bids and award of contract Clause 1.11.2 (c)(A)(1)	1. Kindly amend the clause as: Certification of Data Centre centre. Tier III / IV = 10 marks Below Tier III = 5 marks 2. Request to modify the clause as: Tier III = 10 marks	All Requests not acceded to.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		Below Tier III = 0 marks 3. Request to modify the clause as: Certification of Data Centre center -- Valid certificate issued complying with Uptime Institute/TIA standards Tier III = 10 marks Below Tier III = 0 marks	
1 4	Procedure for evaluation of bids and award of contract Clause 1.11.2 (c)(A)(2)	1. Kindly amend the clause as: Certification of Data Recovery centre. Valid certificate issued by Uptime Institute /TIA Tier III / IV = 10 marks Below Tier III = 5 marks 2. Please state any specific certification or declaration is needed. Are you referring to Disaster recovery Centre. 3. Request to modify the clause as: Tier III = 10 marks Below Tier III = 0 marks 4.Request to modify the clause as:	1. Request not acceded to. 2. Clause 1.11.2 (c)(A)(2) is amended under column heading "Criteria" to now read as Certification of Disaster Recovery Centre. The certification details are given under the column heading " Supporting Documents" which may please be seen. 3 & 4. Requests not acceded to.

S r . N o .	RFP Clause Referred	Clarification Sought	Clarification Issued
		Certification of Data Recovery centre. -- Valid certificate issued complying with Uptime Institute/TIA standards Tier III = 10 marks Below Tier III = 0 marks	
1 5	Procedure for evaluation of bids and award of contract Clause 1.11.2 (c)(A)(3)	1.Kindly amend the clause as : Criteria : Number of BFSI/ Co-operative banks and Govt/ PSU clients with single order value of Rs. 5 Cr and above in previous 5 financial years Ie. The current financial year and the last five financial years. Supporting Document : Completion certificate issued by customer. In case of ongoing contracts, Phase completion Self Certificate. 2. Request to modify the clause as: Number of BFSI and Govt/ PSU clients with single order value of Rs. 5 Cr and above in previous 5 financial years Ie. The current financial	1.Request not acceded to, since co-operative banks are covered under BFSI (Banking, Financial Service, Insurance). 2. Request not acceded to 3. Request not acceded to

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		year and the last five financial years Completion certificate issued by customer, indicating the value and nature of order. In case of ongoing contracts, CA certificate/ Self Certificate signed by Authorized Signatory indicating the value and nature of order. 3. Request to accept Bidder or Bidder's Parents company's credentials to comply with the clause. -Each order – 10 Marks -Consider Experience of Private Enterprise also	

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
16	Procedure for evaluation of bids and award of contract Clause 1.11.2 (c)(A)(4) – Compliance to RBI Cyber Security Framework	1. Our DCs are certified and security practicing based on international standards such as ISO 27001, PCI-DSS, SOC3 etc. while also considering Cert-In guidelines for comprehensive cybersecurity approach. Kindly request you to consider the same. 2. CSP follow MEITY guidelines. CSP DC follows RBI guideline but specific solution need to be added as per customer requirement. Need more clarity on this point. Please state specific framework followed by NABARD 3. Request to delete the clause	1. Request not acceded to. 2. RBI Cyber Security Framework circular no. RBI/2019-20/129 DOS.CO/CSITE/BC.4083/31.01.052/2019-20 dated 31 December 2019 and subsequent revision if any. 3. Request not acceded to.
17	Procedure for evaluation of bids and award of contractClause 1.11.2 (c)(A)(5) – Compliance to RBI Data Localization Framework	1. Our DCs are certified and security practicing based on international standards such as ISO 27001, PCI-DSS, SOC3 etc. while also considering Cert-In guidelines for comprehensive cybersecurity approach. Kindly request you to consider the same.	1. Request not acceded to 2. RBI storage of payment system circular no. RBI/2017-18/153, DPSS.CO.OD No.2785/06.08.005/2017-18 dated 06 April 2018 and FAQ dated 26 June 2019 released by RBI in reference to the above circular. 3. Request not acceded to

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		2.CSP follow MEITY guidelines. CSP DC follows RBI guideline but specific solution need to be added as per customer requirement. Need more clarity on this point. Please state specific framework followed by NABARD 3.Request to delete the clause	
1 8	Pre-Qualification Criteria - Sr. No 3	1.Kindly amend the clause as : Criteria : The bidder should have its office located in Greater Mumbai or its suburbs. Supporting Document : Valid address proof /Shop Act licence issued by the local authority / GST certificate 2.We have undergone restructuring of our company business resulting in formation of subsidiary company to focus on specific line of business of the RFP. Hence the subsidiary bidding company will have to	1.Supporting Documents is revised to read as: Valid Shop Act licence issued by the local authority/ GST Certificate showing local office address 2. Request not acceded to.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		relay on its parent company to comply with the Experience & financial Eligibility clauses of the RFP. Request you to modify the clause as: The Bidder or Bidder's Parent company (in case bidder is 100% owned subsidiary of its Parent company) should have its office located in Greater Mumbai or its suburbs. Valid Shop Act licence issued by the local authority.	
19	Pre-Qualification Criteria - Sr. No 5	1.Kindly amend the clause as: The bidder should have an average annual financial turnover, during the last three years, ending 31 March 2023, should be at least ₹ 150 crore. 2.We seek clarification on the apparent inconsistency between the bidder's annual turnover requirement of Rs 7 Cr, the minimum purchase order amount of 20 Cr, and the overall	1. Request not acceded to. 2. The turnover criteria are based on clause 9.15.2(i)(a) of Manual for Procurement of Consultancy & Other Services, DoE, MoF, GoI 3.Request not acceded to. 4. Accepted.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		project budget of Rs 25 Cr. Understanding these financial requirements is crucial for us to accurately assess our eligibility and capabilities to deliver the project successfully. Additionally, considering the scope and complexity of the project, we kindly request your consideration in revising the financial criteria. We propose that players with an annual turnover exceeding Rs 100 Cr be considered eligible. This adjustment will ensure a wider pool of experienced and financially robust vendors capable of seamlessly delivering the project in accordance with your requirements. We believe that this modification will enhance the competitiveness of the bidding process and attract vendors with a proven track record of successfully	

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		executing projects of similar magnitude. 3.Please change the minimum turnover to 200 cr in last 3 years. 4. Clause may be revised as under: The bidder should have an average annual financial Turnover of related services, during the last three years, ending 31 March 2023, should be at least ₹ 7 crore. In Case of MSE and Startups, the average annual financial turnover, during last 03 years, is relaxed and should be at least Rs. 4 crore	

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
20	Pre-Qualification Criteria - Sr. No 7	1. Kindly amend the clause as : Criteria : The bidder must have successfully executed /completed Similar services* over the last three years ie.The current financial year and the last three financial years: - 1. Three completed similar services* each costing not less than the amount equal to ₹ 10 crore (relaxed to Rs. 6 crore for MSE /Startups) OR 2. Two completed similar services* each costing not less than the amount equal to ₹13 crore (relaxed to Rs. 8 crore for MSE /Startups) OR 3. One completed similar service* costing not less than the amount equal to ₹20 crore (relaxed to Rs. 12 crore for MSE/ Startups) Supporting Document : Satisfactory completion certificate issued by the client organisation.	1. Request not acceded to 2. Request not acceded to 3. It is not applicable to Medium Enterprises and only for MSEs (Micro and Small Enterprises). 4. request not acceded to. 5. request not acceded to. 6. request not acceded to. 7. request not acceded to.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		2.We would request you to please amend this clause as: The current financial year and the last three financial years: - a. Three completed similar services* each costing not less than the amount equal to ₹ 5 crore (relaxed to Rs.1crore for MSE/Startups) OR b. Two completed similar services* each costing not less than the amount equal to ₹3 crore (relaxed to Rs.1.5 crore for MSE/Startups) OR c. One completed similar service* costing not less than the amount equal to ₹8 crore (relaxed to Rs. 2.5crore for MSE/ Startups) 3. The relaxation is given only for MSE. Can it be applicable to MSME ? 4. Request to modify the clause as: The bidder must have successfully executed/ completed/ Execution / In Progress Similar services* over the last three years ie.	

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		The current financial year and the last three financial years: - a. Three completed similar services* each costing not less than the amount equal to ₹ 10 crore (relaxed to Rs. 6 crore for MSE/Startups) OR b. Two completed similar services* each costing not less than the amount equal to ₹13 crore (relaxed to Rs. 8 crore for MSE/Startups) OR c. One completed similar service* costing not less than the amount equal to ₹20 crore (relaxed to Rs. 12 crore for MSE/ Startups) 5. We have undergone restructuring of our company business resulting in formation of subsidiary company to focus on specific line of business of the RFP. Hence the subsidary bidding company will have to relay on its parent company to comply with the Experiance & financial Eligibility clauses of the RFP.	

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		Request you to modify the clause as: The Bidder or Bidder's Parent company (incase bidder is 100% owned subsidary of its Parent company) must have successfully executed/ completed Similar services* over the last Seven years ie The current financial year and the last Seven financial years: - 1. Three completed similar services* each costing not less than the amount equal to ₹8 crore (relaxed to Rs. 6 crore for MSE/Startups) OR 2. Two completed similar services* each costing not less than the amount equal to ₹10 crore (relaxed to Rs. 8 crore for MSE/Startups) OR 3. One completed similar service* costing not less than the amount equal to ₹15 crore (relaxed to Rs. 12 crore for MSE/ Startups) 6. We understand that it is unlikely to have the executed/	

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		completed Similar services in three years when the contracts are usually of 5 years extendable to seven years. Hence request to consider cost of the total project undertaken instead of completed value. 7. The bidder must have successfully executed/ completed Similar services* over the last three years i.e. The current financial year and the last three financial years: - 1. Three completed similar services* each costing not less than the amount equal to ₹ 75 Lakh OR 2. Two completed similar services* each costing not less than the amount equal to ₹ 2 crore OR 3. One completed similar service* costing not less than the amount equal to ₹ 7crore	
21	Pre-Qualification Criteria - Sr. No 6	Kindly amend the clause as: The bidder must have at least 3 years'	Request not acceded to, since co-operative banks are covered under BFSI (Banking, Financial Service, Insurance).

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		experience of providing similar services* (ending month of March prior to the bid opening) to central/ state government / PSU/ Nationalised Bank/ BFSI/Co-operative banks. In Case of MSE and Startups, the prior experience is relaxed and they should have at least 1 year experience	
22	Scope of Work - Clause I(a)	Please confirm that the authority has considered and ensured that the size mentioned in the commercial format includes high availability (HA).	Please note that this aspect is mentioned at sr. no I(1) of Commercial Bid- Bill of Quantities and other relevant sections of the bid.
23	Scope of Work - Clause I(u)	1.Due to security considerations, and as the entire workload will be hosted on a GCC cloud, access to the entire infrastructure cannot be granted. However, exclusive root access will be provided to the virtual machines on which customer workloads are hosted. 2. CSP can provide root /admin access. 3. CSP can not provide the root	1.Request not acceded to. Root access will be required to whatever infrastructure is assigned to NABARD. 2 & 3.It is clarified that if and when required by NABARD, bidder will have to make available the same.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		login of the platform Infrastructure like Firewalls, Core NW Switches, VMWare Host Servers, vCenters due to security reasons and to avoid conflicts due to ownership.	
24	Scope of Work - Clause II(c)(vi)	1. We kindly request the authority's to include the following line items in the commercial format, as they are asked in the RFP:a) SOAR b) SIEM c) SSL d) DNS e) PAM f) EDR g) IP h) Managed Services This addition is necessary to accurately reflect the associated costs in every bidders proposal to have fair biding. 2. Please share expected/Minimum EPS required for proposed SIEM/SOC solution 3. For SIEM, How many EPS or APS is needed? 4.For SOAR, Please define the number of users analytics monitored accounts are needed?	1. Please note that these aspects have already been mentioned in the description of line item of Commercial bid – Bill of Quantities sr. no. I(1) & II(1) and other relevant sections of bid. The bidder has to factor in all these aspects and accordingly quote the rates and amounts of the various line items in the Commercial bid. It may please be noted that the commercial bid format may not be modified by the bidder in any manner. 2, 3 & 4. As per clause 11 of the notes to the Bill of Quantities, 'SOC monitoring for 24x7 with alerts to be shared with NABARD team which shall also include Providing SIEM (Security Information & Event Mgmt) & SOAR (Security, Orchestration, Automation and Response) Solution for the allocated infrastructure and data/log retention for 6 months'. Hence, the scope for SIEM and SOC solutions shall be based per device for the allocated infrastructure.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
25	Commercial Bid – Bill of Quantities Clause I(4) & II(4)	1. Request you to kindly confirm the total number of user can assess the DC and DR environment. 2. Could you please clarify whether bidders are required to provide bandwidth in an Active-Active configuration to ensure and maintain High Availability (HA)?	1. Infrastructure sizing has been suitably calculated. Bidder may quote commercials as per the BoQ. 2. Active-Active configuration is required to ensure and maintain High Availability (HA)
26	Commercial Bid – Bill of Quantities Clause I(1) & II(1)	1. As per the provided commercial format, bidders are required to submit prices excluding OS and DB licenses. Kindly confirm who will be responsible for providing the OS and DB licenses. If these need to be considered as separate software components, please specify the OS and DB required for each VM, including version and edition details. Additionally, kindly provide a line item for the OS and DB licenses in the commercial format if bidders needs to provide. 2. SSL - Kindly confirm the number	1. This aspect has been covered in the RACI matrix. Software vendor shall be responsible for OS and DB licenses. 2, 3 & 4. The requirement is clearly indicated in BoQ document at Sr. No. I(1) & II(1)

S r . N o .	RFP Clause Referred	Clarification Sought	Clarification Issued
		of domains and subdomains need the SSL certificates? 3. Should the CSP provide DNS Service? 4.Does the vendor require certificate license or only SSL management and deployment is needed by CSP	
2 7	Commercial Bid – Bill of Quantities Clause I(9)	Please acknowledge the bidder's understanding of the mentioned line item in the commercial format: bidders are required to quote charges for the efforts associated with data dumping on a drive, including migration management. Please confirm that these charges will not involve any additional costs for the drive or storage (HDD/SSD).	These are one time charges being charged by CSPs to the customer when the customer wants to exit the cloud of the CSP. NABARD will be taking the data dump on its own hard drive. The bidder is expected to quote as per the description of the line item.
2 8	Scope of Work - RACI	Who will be responsible for the software vendor part mentioned into the RACI Matrix?	Any software vendor engaged by NABARD.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
29	Additional Query & Scope of Work - Clause V(ii)	1. Please provide current data size of Applications & Database will be needed for the 1st time migration / Replication. 2. Please share the migration of data size and type details	1 & 2. The sizing calculation has been taken into account and accordingly the information is provided at sr. No. 2 of notes to Commercial bid- Bill of Quantities. The bidder is expected to quote accordingly.
30	Scope of Work - Clause-VI(iv)	As per the RFP, specific RTO and RPO requirements have been outlined for the DC and DR replication. Considering that the DC and DR sites are planned for setup in different seismic zones, the feasibility of Active-Active replication is limited/ Nearly impossible. Therefore, it is imperative to adjust the replication strategy to Active-Passive. We kindly request the authority's approval to revise this clause as follows: as "Cloud Service Provider should provide a Government Community Cloud (GCC) based Disaster Recovery Site located at a different seismic	Clause VI(iv) of Scope of Work is revised to read as: iv. Cloud Service Provider should provide a Government Community Cloud (GCC) based Disaster Recovery Site located at a different seismic zone vis a vis the data centre. DC cloud storage shall be replicated on an ongoing basis at DR-cloud site, as per RPO and RTO requirements mentioned in the bid.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		zone vis a vis the data centre. DC cloud site data shall be replicated (Active - Passive) on an ongoing basis at DR-cloud site using different methodology like VM-based Replication/Storage based replication/SRM based replication/Native tool, whichever is suitable to meet the RPO and RTO requirements given in the RFP.	
31	Service Level Agreement - Clause 1 of Penalty Calculation	Whether the SLA is levying 100% penalty for continuous service unavailability of 8 business hours	Unavailability of any cloud service for a continuous period of 8 business hours on any day will result in levy of 100% monthly payment for that service only as per rate quoted in commercial bid, subject to the 50% penalty cap on monthly payments, except wherever such penalties are not part of the overall SLA penalties cap per month.
32	Service Level Agreement - Penalty Calculation	1. Are Security SLAs also subject to the same penalty cap of 50% of monthly payout? 2.Are Data Recovery SLAs also subject to the same penalty cap of 50% of monthly payout? 3.Are Audit & Monitoring SLAs also subject to the same penalty cap of	1,2,3 &4.Yes, except where it is specifically mentioned as excluded from the penalty cap.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		50% of monthly payout? 4.Are Support Channels - Incident and Helpdesks also subject to the same penalty cap of 50% of monthly payout?	
33	Service Level Agreement - Penalty Calculation – Security	1.Penalties on 'Security breach including Data Theft/Loss/Corruption' and 'Security Incident (Malware Attack/Denial of Service Attack/ Data Theft/ Loss of data/ Intrusion or Defacement) Applicable on the CSP's underlying infrastructure' SLAs are uncapped in terms of number of instances that will be penalised. Request to suggest a cap on these SLAs on an overall basis 2.Request to modify as below: For each occurrence of any of the attacks (Malware attack / Denial of Service attack / Intrusion / Data Theft), which results in data loss- 5% of the Monthly Payment	1. Request not acceded to. 2. Request not acceded to.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
34	Additional Query	Force Majeure Conditions - We propose extension of the force majeure condition period from 10 days to 60 days before terminating the contract by either parties	Force Majeure is provided at clause 1.14.4. The bidder may refer to the same.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
35	Clause-18, Limitation of Liability	We propose the following clause to replace the current clause "NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING	Request not acceded to.

S r . N o .	RFP Clause Referred	Clarification Sought	Clarification Issued
		GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT BIDDER SHALL BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER FROM THE CUSTOMER PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE LIABILITY. "	
3 6	Clause-19, Termination for Default	Customer may terminate only in case of material breach by the Bidder and in case Bidder fails to rectify the breach within 60 days of written notice from the Customer.	Request not acceded to.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
37	Scope of Work - Clause I(f)	Please suggest that all shared BoQ in RFP aligned with application teams and no additional scope asked by the Application team here, in case there is any change please share the same details with future roadmap	It is clarified that, the BoQ indicated in RFP is aligned with the requirement of the Application teams. However, the bidder may assist the application team for deploying the application on cloud if the team encounters any difficulty related to the infrastructure provided by the bidder while deploying the solution
38	Scope of Work - Clause I(o)	1)Please clarify how the users will connect to cloud? 2)Do you need any private connect to connect to cloud in case yes please mention the bandwidth requeued? 3)In case of internet how much bandwidth is needed for NABARD users to connect to cloud in Mbps/Gbps? 4) kindly Share the daily/weekly/monthly Data travel sizing details for Cloud DR.	1.The application users are connected to the cloud through VPN over internet. 2.Private connect to cloud is not required. 3. The details are already provided in the description of item clause no. I.4 of commercial bid – Bill of Quantities. 4. The details are already provided in the description of item clause no. I.4 of commercial bid – Bill of Quantities.
39	Scope of Work - Clause I(q)	Please fix the Day 01 sizing for Cloud Service e.g. (Compute, Storage, etc.), because some of the services required / measured 100% at Day01 of the RFS ask with Deployment e.g. (Network and Security Services components)	The sizing calculation has been taken into account and accordingly the information is provided at sr. No. 2 of notes to Commercial bid- Bill of Quantities.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
40	Scope of Work - Clause I(t)	1. Please share the details of Backup Policy and backup sizing data details 2. What is the Current Backup Solution Used, would it be leveraged to Cloud for Backups? 3. It is under Software Vendor in RACI Matrix under managed services, pls confirm what kind of support is needed from CSP on backup services.	1. It is clarified that, the bidder provided backup tool should provide minimum 50% compression rate. The sizing of line item I(8) of the Bill of Quantities has been arrived at taking this factor into consideration. Hence, bidder is requested to quote commercials accordingly. 2. Backup Solution shall be implemented in the cloud after finalisation of the contract. Hence bidder has to provide backup solution for cloud backups. 3. The Backup Software License and tool should be provided by CSP. However, its operations and management will be done by software vendor.
41	Scope of Work - Clause II(c)(ii)	1.Please share the Total users count and Concurrent users count details 2. Also share Total Application Count details 3.Can you please share the use case for 65,000 VPN requirement is that all users will access through VPN only 4. Is the VPN connections needs to be built-in firewall or a separate VPN devices can be used. Please define the number of VPN users.	1. 63000 PACS are expected to be covered as of now. However, this is subject to change as the project progress. 2. There are 23 modules in the application as of now which is subject to change as the project progress. 3. The users will access through VPN. 4. Bidder is requested to refer to line item number I(3) of Commercial Bid_BoQ.
42	Scope of Work - Clause II(c)(iii)	Please share the use case of 2Gbps Load Balancer required services	The Load Balancer is expected to distribute traffic among the VMs to achieve optimum performance based on number of connected users.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
43	Scope of Work - Clause II(c)(v)	As per RFP Document 100 Mbps of clean internet bandwidth to the Web Applications & DDoS protections asked, Where as "Commercial Bid – Bill of Quantities" Sr. no:-4 required "Providing User access internet bandwidth of **02 Gbps** in HA", please suggest do we have to provide the both or just please share comments is there separate 100Mbps ILL is required or we have to provide here 100BMps WAF	It is clarified that the Quantity required for clause II(6) of the BoQ is revised to read as: Quantity Required = 12 (instead of 2Gbps/Month x 12 months)
44	Scope of Work - Clause V(i)	1.Please share the future roadmap of NABARD new security to meet the requirements. 2.CSP can provide the new security requirement by following the Project Change Request which may have Technical and commercial impact.	1. It is clarified that this situation will have to be met by bidder if and when any security observations are pointed out by the NABARD Information System Auditor. 2. No additional commercials will be borne by NABARD to meet any new security requirements as specified by NABARD IS auditor during the period of the contract. Bidder has to factor in this requirement while quoting the commercials..

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
45	Scope of Work - Clause VI(iii)	As of now 100 Mbps of Replication Bandwidth currently required between DC and DR, in case any additional bandwidth required then please include in the Rate card to provide the same Value to use at the time of NABARD requirement	As per our analysis we require 100Mbps of Replication band width at between DC and DR and the same has been indicated in BoQ sr.no. II(8). Quantity variation if any shall be managed as explained in clause 1.16 and 1.17.
46	Scope of Work - Clause VI(iii)	Please share the DR-cloud VMs active state duration Hrs. in a Month or NABARAD or NRD team will used the Per Months basic VMs	DR-Cloud VMs will be active as per the RTO and RPO requirements
47	Scope of Work - RACI Matrix	As per Responsibility Matrix of RFP the scope for Software Vendor is same components will be managed by Software Vendor and no Action or support required from CSP/MSP, in case anything support and manage services required then please share the detailed scope.	It is clarified that, the bidder shall be responsible to the extent of the infrastructure provided by them.
48	Commercial Bid – Bill of Quantities - Clause 6 of Notes	Please share the Security tools required capability and does to provide the CSP or NABARD Software Vendor will provide and manage the same	Anti-ransomware security should be provided by bidder.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
49	Commercial Bid – Bill of Quantities - Clause 10 of Notes	The Managed Services for cloud platform remotely required 24x7. The dedicated account manager required 8x5 General Hrs. or TAM is required for 3 Shift with 24x7 coverage	A dedicated account manager (SPOC) should be available to provide 24x7 services.
50	Commercial Bid – Bill of Quantities - Clause I(5)	Please share the number of applications for which WAF will be utilized	Presently 23 modules, subject to change.
51	1.4-Bid Security / Earnest Money Deposit (EMD)	Please clarify on applicability of GeM GTC and EMD Exemption as per below rule. **4. Enabling provisions of Rule 149 of General Financial Rules-2017------xiii.** e-Bidding and Reverse Auction (RA) on GeM------m-(v)-**Exemption from EMD if Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)** - PAGE 16	EMD is exempted for 'Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)' as per clause xiii.(m)(v) of General Terms and Conditions on GeM 4.0 (Version 1.13) dt 29th Nov 2023.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
52	Commercial Bid – Bill of Quantities - Clause I and II	As per the Commercial Bid format, CSP need to provide EDR, SIEM and PAM component however same has not been mentioned as line item in BOQ. We request you to please add the line items as per the BOQ. It is not recommended to include the prices of these components in vCPUs or other given items.	Please note that these aspects have already been mentioned in the description of line item of Commercial bid – Bill of Quantities sr. no. I(1) & II(1) and other relevant sections of bid. The bidder has to factor in all these aspects and accordingly quote the rates and amounts of the various line items in the Commercial bid. It may please be noted that the commercial bid format may not be modified by the bidder in any manner.
53	Pre-Qualification Criteria - Sr. No 2	1. We would Request you to please amend this clause "As on date of submission of the bid, the bidder should be empanelled with MeitY for providing Government Community Cloud (GCC) services/ VPC/Public Cloud " 2. we acknowledge the importance of ensuring a certain level of accreditation for potential vendors, we believe that the current requirement may unintentionally limit the participation of reputed organizations, including those recognized by	1 & 2. Requests not acceded to. 3. The bidder should comply with sr.no. 2 of Pre-qualification criteria. 4.Request not acceded to.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		Gartner's Magic Quadrant leaders for Cloud Services. It's our understanding that Gartner's Magic Quadrant recognizes industry leaders based on various criteria, including market share, innovation, and the ability to execute. Given the dynamic nature of the technology landscape, some reputable organizations may not be directly empanelled with MeitY but possess the expertise and experience to deliver high-quality GCC services. hence request to remove GCC complaint clause and allow player to participate in the RFP 3. Assuming, MeitY empanelment is required for CSP and not for MSP. Please confirm. 4. We have undergone restructuring of our company business resulting in formation of subsidiary company to focus on specific	

S r . N o .	RFP Clause Referred	Clarification Sought	Clarification Issued
		line of business of the RFP. Hence the subsidiary bidding company will have to relay on its parent company to comply with the Experience & financial Eligibility clauses of the RFP. Request you to modify the clause as: As on date of submission of the bid, the Bidder or Bidder's Parent company (in case bidder is 100% owned subsidiary of its Parent company) should be empanelled with MeitY for providing Government Community Cloud (GCC) services. Valid MeitY empanelment letter/certificate for GCC. Self-declaration that the empanelment would be kept valid during the implementation period of the contract.	
5 4	Pre-Qualification Criteria - Sr. No 6	1.We would request you to please amend this clause as : The bidder must have at least 3 years' experience of	All Requests not acceded to.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		providing similar services* (ending month of March prior to the bid opening) to central/ state government / PSU/ Nationalised Bank/ BFSI/public limited /private limited In Case of MSE and Startups, the prior experience is relaxed and they should have at least 1 year experience 2.Request to modify the clause as: The bidder must have at least 3 years' experience of providing similar services* (ending month of March prior to the bid opening) to central/ state government / PSU/ Nationalised Bank/ BFSI/ Large private organization. 3. We have undergone restructuring of our company business resulting in formation of subsidiary company to focus on specific line of business of the RFP. Hence the subsidiary bidding company will have to relay on its parent	

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		company to comply with the Experience & financial Eligibility clauses of the RFP. Request you to modify the clause as: The Bidder or Bidder's Parent company (in case bidder is 100% owned subsidiary of its Parent company) must have at least 3 years' experience of providing similar services* (ending month of March prior to the bid opening) to central/ state government/ PSU/ Private Enterprise/Nationalised Bank/ BFSI. In Case of MSE and Startups, the prior experience is relaxed and they should have at least 1 year experience.	
5 5	Scope of Work – Clause I –Sr. No. (h, l, s & t)	1.Sr. No. I(h): Minimal configuration is manageable, but it depends on size of VM and Storage which need to be configured. 2.Sr. No. I(l): Need to procure separately by Partner 3.Sr. No. I(s): Hardening will	1. Bidder has to ensure the same for the VM configurations given in the BoQ. 2.PAM tools are to be procured by the bidder. 3. Bidder has to ensure that the hardening and patch management of the infrastructure provided by them. 4. OS shall be Ubuntu and Database shall be MySQL.

S r . N o .	RFP Clause Referred	Clarification Sought	Clarification Issued
		depend on enterprise policy of the customer. CSP will only provide base certified image. 4.Sr. No. I(t): CSP will need OS and DB details to understand the compatibility and arrange the backup plan accordingly.	
5 6	Scope of Work - Clause II(c)(vi) & (vii)	to be considered by partner. CSP don't have inbuild solution	Request not acceded to.
5 7	Scope of Work Clause IV	data transfer charges is applicable for any data travelling outside cloud	Request not acceded to.
5 8	Scope of Work Clause VI & VI(ii)	1. Individual VM option are available. Other component is not supported. 2. Clause VI(ii) - Data migration will be responsibility of partner 3.Clause VI(i) -Is Databases DR in Scope and inventory for DR site.?	1. It is clarified that except application, all components provided by bidder are in their scope. 2.The Data migration shall be implemented by the Software vendor however the CSP shall provide the necessary support. 3.The scope and inventory is given in detail in the item no. II and its sub clauses of Bill of Quantities.
5 9	Scope of Work Clause VIII (iii)(a)	CSP allow customer to remove data from CSP to customer premise within stipulated time. Partner needs to take care of this	It is clarified that the intended meaning of this clause is that, CSP shall facilitate this activity for NABARD directly or through Software vendor and shall under no circumstance hinder or obstruct this activity.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
60	Scope of Work - RACI Matrix	1. Hypervisor will be provided but its compatible also dependant on OS and DB. Request you to share no of different OS with version and name of DB with version 2. Backup software compatible need to be checked with dependant OS and Supported DB version. Hence request you to share OS version and DB version 3. What type of Hypervisor is needed (Type 1 or Type 2). Will it be CSP provided or vendor provided and managed by CSP?	1 &2.OS will be Ubuntu. DB will be MySQL. 3. Bidder needs to provide and manage the Hypervisor license for the Govt community cloud which shall be compatible with Ubuntu and MySQL.
61	Service Level Agreement - Clause 4 & 5 of Penalty Calculation	Provisioning of new VM/Block Storage within 5 minute or 15 minutes based on configuration and condition. There is OS dependency too and hence need details of OS	OS will be Ubuntu.
62	Service Level Agreement - Clause 8 & 9 of Penalty Calculation	Vulnerability reports to be taken care by Partner for VM. CSP provide vulnerability report for platform only	It is clarified that the bidder shall comply with the VAPT observations related to the infrastructure provided by them.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
63	Service Level Agreement - Clause 16 & 17 of Penalty Calculation	1. RPO and RTO is dependent on OS, DB and Infrastructure. Hence required details of complete stack of solution to be deployed on CSP 2. Request you to kindly correct the RTO and RPO targets in SLA (RTO<= 240 mins RPO <= 30 mins)	1. OS will be Ubuntu and DB will be MySQL. Bidder to ensure compliance with specified RPO and RTO requirements. 2. It is clarified that RPO = 30 Minutes and RTO = 3 hours. Accordingly the target columns of SLA clauses nos. 16 & 17 are modified respectively.
64	Additional Query	Is the application to be hosted is accessible via internet and intranet? Is VPN accesses needed for application access ? What type of DB services are needed? Also provide clarity on Vendor and version of the same	The application hosted will be accessed via internet through VPN. Database will be MySQL. All DB services required by MySQL will be needed.
65	Additional Query	OS type and version is not specified. what is the strategy for procurement of the same?	OS will be Ubuntu. It is clarified that as per the RACI matrix the OS is under scope of Software vendor.
66	Additional Query	In the list of inventories only HW specifications are provided. However no processor type & Processor speed requirements are provided. Are there any clarifications in this regard?	All details are provided in the item description of I(1) & II(1) of Commercial Bid – Bill of Quantities. Bidder is requested to refer the same.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
67	Additional query	Are there any on premise services with which SIEM integration needs to be done? if yes, what are those on premises assets and where are they located?	No such on-premise assets.
68	Additional query	Is partner responsible for bring in PAM /PIM tools Are PAM/PIM policy enforcement details will be provided by NABARD and manged by NABARD IT team ?	All details are provided in the item description of I(1) & II(1) of Commercial Bid – Bill of Quantities. Bidder is requested to refer the same.
69	Additional query	Who will provide registered DNS for application access ? who will manage the DNS and changes to DNS going forward	All details are provided in the item description of I(1) & II(1) of Commercial Bid – Bill of Quantities. Bidder is requested to refer the same.
70	Additional Query	Please change the contract duration from 1 year to 5 years	Request not acceded to.
71	Additional Query	Please confirm if NABARD need a dedicated set up or a multi tenant infra is acceptable	NABARD requires Government Community Cloud (GCC) conforming to MEITY.
72	Scope of Work - Clause VI(v)	Please specify Replication ownership as it is contradicting with RACI Matrix requirement. As per RACI Matrix Replication (Managed service) and DR Automation	The CSP should be able to provide Replication software with functionalities of DR Automation and other related tools. However, its management will be done by software vendor.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		will be provided by the s/w vendors	
73	Scope of Work - RACI Matrix	Backup Operations and Management as specified in RACI Matrix are in scope of S/W vendor, then logical Backup software License should to be provided by S/W vendor. In case it is still need to be provided by CSP, then kindly specify the details of the requirement for Backup software license	The Backup Software License should be provided by CSP. However, its operations and management will be done by software vendor.
74	Scope of Work - RACI Matrix	As application would be taken care by NABARD and S/W vendor, so applications security should be taken care by NABARD and S/W vendor not by CSP, kindly clarify	The application security resulting out of the infrastructure provided by the bidder should be taken care by the bidder.
75	Scope of Work - RACI Matrix	1.Host Security (Both server and client) - Is it the ask for HIDS? 2. Need more clarity what is expected in Network security 3. Does MEITY being empanelled suffice	1.It is for all kinds of host security. 2, It is clarified that this relates to Network services/ Network Infrastructure provided by the bidder. 3. No. It is clarified that it refers to compliance in respect of any Government regulatory bodies.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		Regulatory Compliance ask	
76	Price bid - Section E	Managed NoSQL pricing will be done mostly on the size of the data, kindly provide the Data size metric	The clarification sought does not concern the current bid document.
77	Price bid - Section E	the total of API requests per month is coming as 10368 million requests per month, which is very huge in number, Kindly confirm if the metric is correct	The clarification sought does not concern the current bid document.
78	Service Level Agreement - Measurements & Monitoring	Request for changes in Service Level Agreement - Measurements & Monitoring clause as under The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified ~~to the complete satisfaction of NABARD~~, then NABARD will have the right to take	Request not acceded to.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		appropriate disciplinary actions and SLA breach penalty as agreed ~~including termination of the contract~~. The full set of service level reports should be available to NABARD on a monthly basis or based on the project requirements. The Monitoring Tools shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The Service Provider shall make available the Monitoring tools for measuring and monitoring the SLAs. The CSP may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. The tools should generate the SLA Monitoring report at the end of every month which is to be shared with the NABARD. NABARD shall have full access to the Monitoring	

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		Tools/portal (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project. NABARD or its nominated agency will also audit the tool and the scripts on a regular basis. The measurement methodology / criteria / logic will be reviewed by NABARD. In case of default on any of the service level metric, the CSP shall submit performance improvement plan along with the root cause analysis for the NABARD's approval	
79	Terms of Payments Clause h, I & j	Request for changes in Clause h, I & j of Terms of Payment: Terms of Payment h) NABARD shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of	Request not acceded to.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		NABARD. i) The payment will be subjected to ~~satisfactory~~ provision of services rendered in accordance with the Terms of the contract and acceptance of the support system at the rates quoted in the price schedule. l) The Successful Bidder shall be solely liable for the payment of all the past, present and future Central, State and local levies, direct/indirect taxes, duties, fines and penalties (including without limitation, excise duties and customs duties, etc.) by whatever name called, as may become due and payable in relation to the Services	
8 o	Format of Bank Guarantee for EMD	**To be deleted. As NABARD cannot be a judge in its own case. Against the Principal of Maker-Checker.** *"4. that the decision of NABARD on the breach of any of the terms and conditions of the said contract / RFP by the Bidder or their failure to perform their*	Request not acceded to.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		obligations or discharge their duties under the said RFP / 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;" **-Against Sec. 28 Contract Act. Hence deleted. Also see previous comment."***5. 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;"* **-This is barred by law of Estopple. Hence, clause suitably modified. Please also see previous comment.** *"6. that any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said RFP/ contract or any indulgence shown by*	

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		NABARD to the Bidder or any variation in the said RFP / contract terms made by mutual agreement between NABARD and the Bidder 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 Bidder with all their obligations / duties under the said RFP / contract or by payment of the sum." "8. that it shall not be necessary for NABARD to exhaust its remedies against the Bidder 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 Bidder at the time when this guarantee	

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		*is invoked is outstanding and unrealize*d;"	
8 1	Format of Pre-Contract Integrity Pact Clause -8 Fall Clause	Request for changes in Clause -8 -Fall Clause of Format of Pre-Contract Integrity Pact: Deviation: 8.1 The BIDDER undertakes that it has not supplied/s not supplying identical product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that identical product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the	Request not acceded to.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		contract has already been concluded.	
82	Service Level Agreement - Clause 13 of Penalty Calculation	Request to modify and increase the timeline of '95% of the incidents should be reported to NABARD within 1 Hr. of occurrence'	Request not acceded to.
83	Service Level Agreement - Clause 10 of Penalty Calculation	Requested to add a capping to this penalty for clause 10	Request not acceded to.
84	Service Level Agreement - Clause 14 of Penalty Calculation	1.Request NABARD to increase this timeline as 30 minutes are too less for team to respond and resolve.	Request not acceded to.
85	Commercial Bid -Bill of Quantities - Notes - points - 6,11 &16	1.Request NABARD to include Ransomware in commercial bid 2.Request NABARD to include SIEM, SOAR solutions with	1,2&3. The bidder has to factor in all these aspects and accordingly quote the rates and amounts of the various line items in the Commercial bid. It may please be noted that the commercial bid format may not be modified by the bidder in any manner.

S r . N o .	RFP Clause Referred	Clarification Sought	Clarification Issued
		SOC in commercial bid and indicate the tentative EPS 3.Request NABARD to include EDR in the commercial bid.	
8 6	RACI Matrix - Managed Security	Request NABARD to include Managed Security in the commercial bid	The bidder has to factor in all these aspects and accordingly quote the rates and amounts of the various line items in the Commercial bid. It may please be noted that the commercial bid format may not be modified by the bidder in any manner.
8 7	Additional Query	Do you have any Application integration requirements with on-prem or third party? Any East-west or north-south Integration is required from cloud Infrastructure ? Like AD etc	These are under the scope of the software vendor. The Bidder is advised to quote the commercials accordingly.
8 8	Additional Query	How is the application Segregation between DMZ and Non-DMZ workload and also mention different type of environments related to application?	It is clarified that this will be implemented after deploying the application on GCC Bidder is advised to quote commercials as per the BoQ.
8 9	Additional Query	Does your application is Internet facing and is it web based application or mobile app etc. ?	Application is internet facing on both web and mobile.
9 0	Additional Query	How would you Intent to access application resources hosted in cloud infrastructure from your	Application is accessed through VPN

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		Datacentre is it over VPN or Private MPLS link?	
91	Scope of Work - Clause V(ii)	Can you please share the current source inventory which needs to be migrated to Oracle Cloud.	Source shall be known after deploying solution on GCC.
92	Scope of Work - RACI Matrix-Database License	The below are the queries raised with respect to Database License of RACI Matrix: 1. What is the current Database Stack and versions used in the current source Environment. 2. What is the Current OS Stack and version used in the current source Environment. 3. Total Landscape of the Databases and Total inventory of the Production and non-production databases of all RDBMS (Oracle, MS-SQL, PostgreSQL, MongoDB, MySQL, etc) with exact size. 4.Databases hosted Operating System including version(Solaris SPARC, HPUX, AIX, Linux, Windows etc)	1.DB is MYSQL 2. The OS that will be used is Ubuntu. 3.It is informed that the sizing of the infrastructure required as mentioned in the commercial bid format has been done after factoring these aspects. Hence, Bidder is expected to quote commercials as per the BoQ. 4. Database is MySQL and Operating System is Ubuntu. 5. Database is critical and workload is variable. Backup tool to be provided by bidder. 6. The information sought does not have direct bearing on commercials since scope of Database licence is under the software vendor. Hence bidder may quote the rates as per the commercial bid. 7. The information sought does not have direct bearing on commercials since scope of Database/ application is under the software vendor. Hence bidder may quote the rates as per the commercial bid. 8. Clustered Environment.

S r . N o .	RFP Clause Referred	Clarification Sought	Clarification Issued
		5.Workload and the Criticality of the databases, Backup solution for databases (Native and Third-party solutions)? 6. Database running on Packaged Apps/Non-Packaged Apps. 7. Any encryption at application level or database level exist or required if yes what level and provide details about it. 8. Any Databases or Application Clustered/ Non-Clustered environments ?	
9 3	RACI Matric - Managed Security	Patching (AV, OS, DB, application, middleware, anything related to application): 1. Can you please share the current Database and Middleware tech stack information, versions and qty? 2. Any weblogic server Middleware tier environment? Middle Tier Technologies In Use (SOA, BPEL, Web Center, IDM, Oracle	1. DB – MySQL 2. The information sought does not have direct bearing on commercials since they are under scope of software vendor. Hence bidder may quote the rates as per the commercial bid.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		Portal, Forms, Reports, Discoverer, ODI etc)	
94	RACI Matrix - Managed Security	VA-PT recommendations: Do we need to provide the VAPT tool licenses if so, can you please mention the qty?	VAPT tool licenses are not required. However, CSP should comply with VAPT recommendations in respect of all the services provided by them.
95	Scope of Work - RACI Matrix Application License	The below are the queries raised with respect to Application License of RACI Matrix:1. Application group, Type of Application (OLTP/DWH/Reporting/Analytical/Data Visualization/Data Exchange) connects to the databases. 2. Number of Application Users & Application Technology (Java/JDK/HTML/.net etc)? 3.Integrations Technolgy(Enterprise Service Bus/XML etc). 4.Overview on the Application	1,2,3&4.The information sought does not have direct bearing on commercials since they are under scope of software vendor. Hence bidder may quote the rates as per the commercial bid. 5. Shall be implemented after deploying the solution on the GCC.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		functionality of the system including important processes, on-line and batch details and interfaces to other systems which are dependent on migration candidate/databases 5. What is the application stack and what is the version used in the current environment	
96	Scope of work - Managed Security	Any database monitoring tools deployed to monitor the databases ? E.g Oracle OEM ? Or Third party tools? Apart from Database activity Monitoring?	DAM (Database activity monitoring) is in the scope of Software vendor.
97	Scope of work Clause I(q)	Pls confirm Phases so that we can consider infrastructure accordingly since the project duration is only for 1 year. It would be good if you could confirm on phases & required computing accordingly.	Phase wise utilization details are not available with NABARD at this stage. Hence bidder is advised to quote their commercials keeping in view Point no. 2 of Notes to the BoQ.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
98	Scope of work Clause I(h)	1.Is auto scaling means Horizontal scaling or vertical scaling? 2. Do you want the access of ticketing tool to be provided with Software Vendor Team, who is responsible for monitoring/ management as per RACI Matrix. As per the RFP, the requisite Dashboard tool should be provided by the selected CSP.	1. Both Horizontal scaling and vertical scaling 2. Access of ticketing tool shall be with NABARD.
99	Scope of Work Clause I(j)	Is it L4 or L7 DDOS protection or both? Pls confirm the DDOS capacity required in terms of throughput in both of the cases.	For clarity, Bidder is requested to refer to Commercial Bid – BoQ- Sr. No. I(7)
100	Scope of Work Clause I(s)	1. As per RACI Matrix OS & Database Management is under Software vendor, hope this is applicable only for Hardware & software provided by CSP. 2. Please clarify whether the Hardening and Patch Management of Operating System, Database and Middleware will be the responsibility of Software Vendor. 3. As per RACI Matrix the OS	1,2 &3. Hardening & patch management of underlying infrastructure is the responsibility of bidder.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		Management, Sys Admin, Middleware Management, DB Administration is owned by Software Vendor. The Hardening and Patch Management of Operating System, Database and Middleware will be the responsibility of Software Vendor.	
101	Scope of Work Clause I(r)	Pls clarify on the responsibility of software vendor with respect to Managed services	It is clarified that this aspect is responsibility of the bidder.
102	GEM Notification	Please suggest if its QCBS of value wise evaluation which is usually pure commercial based evaluation. Also this seems contradictory to Technical Evaluation Document which states it as QCBS. Kindly clarify and amend accordingly.	The Bid Evaluation Method is QCBS (Quality cum cost basis selection).
103	Instruction to Bidders - Clause 1.1 (5)	The Date and time of opening Technical Proposals in Clause 1.1 of Instructions to Bidders is contradictory to Bid Opening Clause in GEM Notification. Please Clarify	It is clarified that the Date and time of opening Technical Proposals is 05 February 2024 at 03:00 PM
104	Instruction to Bidders - Clause 1.19	Liquidated Damages details couldn't be found in SLA Document of RFP along with its limits.	Itis clarified that the Liquidated Damages are referring to the penalties indicated in Service Levels Agreement.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
		Kindly provide the same.	
105	Scope of Work Clause I(l)	1.As per RACI Matrix the PAM/PIM Management is the responsibility of the Software Vendor. Need the clarification on the responsibility of CSP and Software Vendor. 2. How many user accounts in total and monthly needs to be protected ?	1. It is clarified that PIM is under scope of Software vendor, while, PAM is under scope of Bidder. 2. 63000 PACS are expected to be covered as of now. However, this is subject to change as the project progresses.
106	Scope of Work VI(ii)	As the CSP is not responsible for OS, DB and Middleware Administration or Replication Management as per RACI Matrix, CSP will not be responsible for DR Data replication.	It is clarified that the CSP shall have to provide required support wherever necessary.
107	Scope of Work-RACI Matrix	Need Clarity on RACI Matrix as there is contradiction on service ownership for few services.	It is clarified that wherever there is overlap between the CSP and Software Vendor, CSP is only responsible for the underlying infrastructure provided by the bidder.
108	Service Level Agreement - Clause 11 & 14	Requested for relaxation in penalty conditions as under: Severity 1, the 95% of the incidents should be responded within 15 minutes and should be resolved within 120 minutes.	Request not acceded to.

Sr. No.	RFP Clause Referred	Clarification Sought	Clarification Issued
109	Additional Query	We understand that there is another RFP in making for the Data Center for PACs. In that case is there any clause which will debar the winner of the RFP for NLDR to participate in the Data Center RFP	Querry not pertaining to the current RFP
110	Additional Query	Since we already have a Mutually agreed MSA with NABARD "All services to be provided by us under this RFP shall be governed by the terms and conditions of the Mutually agreed MSA starting April 2023 for ITSM Services signed between NABARD and TCS	Request not acceded to.
111	Pre-Qualification - Similar services meaning	We understand that Co-location services means simple Data Center Hosting experience. Kindly confirm.	Colocation is when organizations place their own servers and other essential computing hardware for data storage in space rented in a physical data centre owned and/or operated by a third party.
112	Additional request	We request NABARD to give submission time extension for 3 weeks from the date of Pre Bid Clarifications.	Request not acceded to. Bidder to refer to clause no. 1.10.4 of the bid.

Format of Non-Disclosure Agreement:

Non-Disclosure Agreement

(on Rs. 200/- non judicial stamp paper by final shortlisted bidder)

1. NABARD is engaged in developmental financial activities and has floated a **RFP for engaging the services of Cloud Service provider for National Level Data Repository at NABARD, Mumbai** the scope and deliverables of which is specified in Scope of Work chapter of this RFP. 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 service provider some Confidential Information (as hereinafter defined), to enable the service provider to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The Service Provider 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 Service Provider 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 Service providers 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 Service provider during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Service provider 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 Service Provider 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 Service provider 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 Service Provider from a source other than NABARD without any obligation of confidentiality,
   d) was developed by for the Service provider 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 authorized 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 Service provider is legally compelled to disclose any Confidential Information, Service provider shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. Service provider 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 Service provider 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 Service provider 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 Service provider who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Service provider shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Service provider 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 Service provider 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 Service provider 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 Service provider 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 Service provider agrees and undertake to treat Confidential Information as confidential for a period of [two (2)] 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 Service provider acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Service provider 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

1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
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.
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.
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 Service provider to NABARD shall be the property of NABARD and shall not be considered as confidential information to NABARD. However, such service / solutions or other deliverables shall be considered as confidential information by the Service provider and shall not be disclose such details to any third parties without having the express written permission of NABARD.
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.

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

10. Suggestions and Feedback

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

11. Governing Law

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

12. General

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

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

NABARD_____   **(Name of Service Provider)**_____

Signature:_____   Signature:_____

Name :   Name:

Title   :   Title   :

Place :   Place :

Date   :   Date   :

WITNESS   **WITNESS**

Signature   **:** _____   **Signature**

:_____

Name   **:**   **Name**   **:**

Address   **:**   **Address**   **:**