



**Request for Proposal for
Managed Print/Image Solution as a Service
Head Office, NABARD**

National Bank for Agriculture and Rural Development (NABARD)

Department of Information Technology

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

Bandra Kurla Complex, Bandra (East).

Mumbai - 400051.

Maharashtra.

www.nabard.org

Important Disclaimer:

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

GLOSSARY

S.No	Acronym	Definition
1.	BOM	Bill of Material
2.	CVC	Central Vigilance Commission
3.	DD	Demand Draft
4.	DIT	Department of Information Technology
5.	VLSC	Volume Licensing Service Center
6.	EMD	Earnest Money Deposit
7.	NABARD	National Bank for Agriculture and Rural Development
8.	PBG	Performance Bank Guarantee
9.	RFP / RfP	Request for Proposal
10.	TCO	Total Cost of Ownership

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1. Tender Schedule

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

Tender Reference No and Date	No.NB.HO.DIT/113/ MPS 10-06/2020-21 dated 30 August 2020	
Tender For	Managed Print/Image Solution (MPS) as a Service	
Cost of RFP (Non-Refundable)	<p>No cost will be charged for the tender document downloaded by the bidders. Rs.1000/- (Rupees One Thousand Only) shall be deposited in NABARD Account if Hard Copy is to be supplied.</p> <p>In terms of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, the MSEs registered with National Small Industries Corporation under Single Point Registration Scheme for participation in Government purchases, shall be exempt from payment of cost of tender documents. Further, the vendors empanelled with the Bank will also be supplied tender documents free of cost. However, they will have to produce documentary evidence in support of seeking such exemption.</p>	
Earnest Money Deposit (Refundable)	<p>Remittance of Rs. 50,000/- (Rupees Fifty Thousand Only) to NABARD's Account with ICICI Bank, BKC Branch. The UTR No for this transaction has to be indicated in the Bid Document.</p> <p>OR</p> <p>Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 180 days from the date of opening of tender as per format given in <u>Annexure-I</u>.</p> <p>(The option of submitting EMD as Bankers Cheque / Demand Draft /Pay Order is not available.)</p>	
NABARD Account Details	Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
	Bank Name	NABARD
	Branch Name	Head Office, Mumbai
	IFS CODE	NBRD0000002

No.NB.HO.DIT/113/ MPS 10-06/2020-21 dated 30 August 2020

	Account Number(VAN)	NABADMNo7
Date of Issue of RFP	30 August 2020	
Last date for submission of pre-Bid queries	07 September 2020 at 03.00 pm	
Date of Pre-Bid Meeting	No pre-bid meeting. All queries would be responded by email and also uploaded in nabard website /C1 India portal	
Last date & time for submission of Bid	19 September 2020 upto 1500 hrs	
Opening of Technical Bid	19 September 2020 at 1530 hrs	
Opening of Commercial Bid	Will be intimated to shortlisted bidders at a later date.	
Opening of tenders	e-tendering at https://nabard.eproc.in	
Contact Numbers	1. Rajee Murlidharan, AGM – 022-26539171 2. M. Jawahar, SDA – 022-26539168	
Email	dit@nabard.org	
No. of envelopes (Non-window, sealed) to be submitted	1. Technical Bid: Cost for RFP Document + EMD (UTR No. & date/Bank Guarantee) + Documents as per Check List (<u>Annexure-R</u>) 2. Commercial Bid as per <u>Annexure-L</u>	

Note: -

1. Before bidding, the bidders are requested to carefully examine the RFP document and the terms and conditions specified therein. Bidders should notify NABARD of any error, omission or discrepancy found in this RFP document before last date and time for pre-bid queries. If any bidder requires any clarification on this RFP, they may notify NABARD in writing or by email at the bank's mailing address indicated in the RFP.
2. NABARD makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

3. All costs and expenses (whether, in terms of time or money) incurred by the bidders in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by NABARD, will be borne entirely and exclusively by the bidders.
4. The bidders must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
5. All bids (Technical & Commercial) must be submitted at the same time within the time-period specified above.
6. The bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
7. No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.
8. Bids will be opened in the presence (web conferencing) of bidders' representatives who choose to attend on the bid opening date. No separate intimation will be given in this regard to the bidders for deputing their representatives. However, the date and time for opening of Commercial bid shall be intimated separately by email. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him to represent and attend the bid opening on behalf of the bidder. The format of the authorization letter is given in Annexure-B.
9. The bank reserves the right to change the dates mentioned above or in the RFP, which will be communicated through the Bank's web site.
10. Non-enclosure of Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) or equivalent amount of Bank Guarantee will result in rejection of bid.
11. The bidder shall ensure compliance of Central Vigilance Commission guidelines (CVC) issued/ to be issued from time to time pertaining to the work covered under this RFP.
12. No binding legal relationship will exist between any of the bidder and NABARD until execution of a contractual agreement to the full satisfaction of the Bank.
13. All Invoices, Licenses should be made in the name of CGM, DIT, NABARD, HO, Mumbai with official email Id as dit@nabard.org
14. Public Procurement Policy on Micro and Small Enterprises (MSEs)
 - 14.1 NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.

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

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

15. NABARD shall be governed by the Public Procurement (Preference to Make in India) Order, 2017 – Revision dated 04 June 2020 issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce, Government of India. Any claim of preference under the above order shall be considered subject to submission of all necessary documents as envisaged under the Order.

2. Instructions for Bidders

2.1. Request for Additional Information

- A. Bidders are required to direct all communications for any clarification related to this RFP, to the Designated NABARD officials and must communicate the same in writing/email.
- B. All queries relating to the RFP, technical or otherwise, must be in writing only via electronic mail. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidder in the manner specified.
- C. However, NABARD will not answer any communication reaching the Bank later than the prescribed date and time.

2.2. Rejection / Acceptance of Bid

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

2.3. Cancellation of Bid

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

2.4. Period of Validity of Bids

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

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

2.5. Submission of bids

- A. Any vendor/service provider who is an authorised partner of the OEM, complying the eligibility criteria outlined in Annexure-H of the RFP shall submit the bid. The term bidder used in this RFP refers to the entity who has submitted the bid.
- B. One bidder cannot submit more than one bid. In case more than one bid is submitted by the bidder, all the bids will be rejected.
- C. The bidder is responsible to supply licenses as per the scope of work specified in this RFP.

3. Introduction

1. National Bank for Agriculture and Rural Development is a body corporate established under the Bank Act, 1981 (hereinafter referred to as “NABARD or “the Bank”) having its Head Office at Plot No.C-24, 'G' Block, Bandra-Kurla Complex, Bandra(East), Mumbai - 400051 and Regional Offices, Training Establishments and other setups in different cities across the country. Detailed information regarding the functions of NABARD are provided on the website – www.nabard.org.
2. Through this RFP, NABARD invites e-tenders from various competent vendors for providing Managed Print/Image Solution as a Service (MPS) for its Head Office at Bandra Kurla Office, Mumbai.
3. The selected Bidder has to supply, manage and maintain print/image devices and all other components necessary for providing MPS services that would be necessary as per the defined requirements of the RFP.
4. The MPS service shall include Comprehensive AMC of all the devices including core components, drums, maintenance service, spare parts, and consumables.
5. The tenure of the contract is set for Three (3) years. Bank, however, may further extend/ reduce this contractual service at its discretion under mutually agreed terms.

3.1. Present IT Setup

1. NABARD has its Head Office (HO) in BKC, Bandra (East), Mumbai. The office building has 5 wings in each floor and typically, each wing hosts a department.
2. Presently, around 250+ LaserJet printers are deployed for the use of officers, employees, contractors and others in the HO departments.
3. Most of these printers are either entry-level or medium-duty network-based printers. Each of the printer, typically caters to 6-8 users in the network pool.
4. A few entry-level (ADF) scanners and copiers are also provided for the use of each department.
5. Bank has a physical access control system which is enabled through a Proximity Access Card provided to the employees as Employee Identity and Access Card.

3.2. Project Objective

To introduce a Managed Print/Image Solution as a service, with an aim to deploy, use and manage a fleet Multi-Function devices for delivering efficient print/image services in the Head Office of the Bank.

3.3. Information Provided

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

3.4. For Respondent Only

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

3.5. Confidentiality

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

3.6. Costs to be borne by Bidders

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

3.7. No Legal Relationship

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

3.8. Bidders obligation to inform himself/ herself

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

3.9. Evaluation of Offers

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

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3.10. Errors and Omissions

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

3.11. Bid submission Terms

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

- a. Technical Bid including all the documents as per the Annexure-J
- b. Commercial Bid as per Annexure L
- c. All the necessary attachments, proof documents and links may be submitted
- d. The format for Bid submission covering letter has been provided in Annexure – A.
- e. The documents may be submitted to NABARD e-tendering portal <https://nabard.eproc.in>
- f. Copies of the RFP response may be submitted in the manner prescribed, before the closing date and time as mentioned in Tender Schedule of the RFP;
- g. Faxed copies of any document are not acceptable and shall result in rejection of bid by the Bank;
- h. All submissions, including any accompanying documents, shall become the property of NABARD. Bidders shall be deemed to license and grant all rights to NABARD to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP response, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.
- i. The bidder shall be required to submit an Earnest Money Deposit by way of Remittance of Rs. 50,000/- (Rupees Fifty Thousand Only) to NABARD's Account:

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

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

- j. The UTR No for this transaction has to be indicated in the Bid Document. Alternatively, bidder can also submit a Bank Guarantee in lieu of EMD (**Annexure-I**) issued by Scheduled Commercial Bank valid for 180 days from the date of opening of tender. The Earnest Money Deposit shall be refunded to all bidders except the one finally selected for award of the contract. No interest

shall be payable by NABARD on the Earnest Money Deposit. The RFP document may be downloaded from the Bank's website www.nabard.org. The RFP download declaration, as per Annexure-C is to be furnished by the bidder. The Bank reserves the right to change the requirements. However, any such changes will be posted on the Bank's website.

- k. Queries relating to the RFP, if any, may be raised by the Bidders through emails to be received at bank's email ID within the stipulated date and time. Any clarifications to queries raised by bidders or any change in requirement, shall be posted on NABARD's Website. Bidders may ensure that such clarifications / changes have been considered by them before submitting bids. NABARD shall not be liable for omission, if any, on the part of the bidder. In case of any clarification required by the Bank to assist in the examination, evaluation and comparison of bids, NABARD may, at its discretion, seek clarification from the bidder. The response / clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- l. All the information required as per the bidding document shall to be provided by the bidder. Incomplete information may lead to rejection of the proposal.
- m. Bids once submitted shall be treated as final and no further correspondence shall be entertained. No bid shall be modified after the deadline for submission of bids.
- n. No bidder shall be allowed to withdraw the bid once submitted.
- o. NABARD reserves the right to reject any or all bid(s) received without assigning any reason whatsoever.
- p. NABARD shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.

3.12. Bid Validity Period

The proposal must remain valid and open for evaluation according to the terms for a period of at least 180 days from the time the RFP closes on the deadline for lodgement of RFP.

3.13. Acceptance of Terms

- 1. A bidder shall, by responding to NABARD for RFP, be deemed to have accepted the terms and conditions indicated in this RFP.
- 2. NABARD shall not answer any new query received from bidders after the conduct of the pre-bid meeting. However, NABARD may, in its absolute discretion, seek additional information or material from any bidder/s after the RFP closes and all such information and material provided must be taken to form part of that bidder's response. Bidders shall provide details of their Fax Number, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- 3. In case NABARD, in its absolute discretion, deems that the originator of the question shall gain an advantage by a response to a question, then the Bank reserves the right to communicate such response to all bidders.

Notification

NABARD shall notify bidders as soon as practicable about outcome of the RFP. NABARD is not obliged to provide any reasons for any such acceptance or rejection.

3.14. Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will be a cause for disqualification.

3.15. Right to Alter Quantity

The Bank may at its discretion increase the requirement up to 35% and place orders subsequently within one year of issue of Purchase Order at the same rates irrespective of the foreign exchange fluctuations/ market conditions. If the cost of software comes down at the time of placing repeat Purchase Order, the rates can be at mutual agreed rates.

3.16. Disclaimer

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

4. Scope of Work

- 4.1. The broad scope of work of Managed Print/Image Services (MPS) as a service includes:
1. Supply and management of 25 units of medium-duty Multi-Function Devices (MFD) on per page basis (monthly rental plus per page click rate) without any volume commitment.
 2. Supply and management of Remote Device Monitoring Tools and/or Print Management Software to manage the MPS solution
 3. Provide Maintenance and Support Services for the proposed MPS Solution with adequate on-site support arrangement.
 4. A rough estimation of the expected output volume is around 6000 pages per month, per device. The Bank, however, will not consider any minimum commitment for the pages (Print/Copy) for any of these devices.

4.2. Terms & Conditions

1. The charge should include the cost of maintenance of MFDs, adequate spares, consumables including paper for 3 years, SLA maintenance, remote monitoring tools and other related software costs. No separate charges other than the rental and click charges shall be quoted.
2. No charges would be paid for scanning documents using the devices.
3. All the MFDs should be supplied, installed and commissioned in the head office of NABARD at C-24 G Block, BKC, Bandra (East), Mumbai. The placement of the devices and its movement should be carried out in consultation with the Bank's team.
4. All out put like prints, scan, copy & fax should be clean & clear and the vendor shall guarantee /maintain acceptable level of print / copy quality at throughout contractual period.
5. Only new devices should be provided during initial supply and refresh supply.
6. All devices supplied should be of the same brand, preferably of the same make and model for efficient management of the devices.
7. At least two spare devices of similar configuration (either new or old) should be kept on-site for using as replacement devices.
8. All devices provided should be commercially available in India with minimum 3 year product support from OEM as on the date of supply.
9. All devices provided should comply with the minimum configuration indicated in the Annexure 1.
10. A managed service support should be provided for a minimum of 3 years for all the devices which includes installation, configuration of devices, maintenance, setting up of servers & software tools, integration with AD, configuring devices for use in User Desktops, connecting to users, basic hands-on-training on different features,

troubleshooting, technical support, supply of spares, toner Cartridges, other consumables etc.

4.3. On Site Support

1. Vendor has to provide an On-Site Engineer (OSE) at no extra cost to manage the Printer fleet during office hours (9:00 am to 6:00 pm) Monday to Friday.
2. Support engineer would attend the call on site same business day; for calls registered between 9:00 AM to 6:00 PM Monday to Friday. The calls should be resolved within a maximum lag of 4 hours.
3. For calls registered after 6:00 PM, support engineer would attend by 10:00 AM on the next business day.
4. There should be proper escalation matrix defined along the prescribed format given in the Annexure.
5. The vendor should facilitate the Operational Acceptance Tests which will be performed by the Bank during installation of the system (or subsystem[s]), to ascertain whether the system (or major component or Subsystem[s]) conforms to the scope of work.
6. All the devices supplied in a lot should be fully configured and operational for accepting it as delivered and in use.
7. The software plug-ins, updates, upgrades and security updates for these devices should be available throughout its contractual life-cycle.
8. The Service Provider should carry out a full comprehensive annual maintenance for all the devices covering the hardware, software, drivers, updates etc.

4.4. Supply of Consumables

1. Only new and genuine toners certified by respective OEM should be supplied. No refills/refurbished/compatible toners are allowed. This should be ratified by the OEM. OEM should conduct quarterly survey for certification of respective toners, penalty for faulty consumable will be applicable.
2. The vendor shall be responsible for inventory management of all consumable supplies (Original Toner/Cartridge) including end-user replacement components for the devices.
3. The Service provider should keep sufficient good quality buffer stock of spares, consumables on-site to ensure continuous service and the same should be replenished

4.5. Expected Functions and Features:

1. All devices should have the following features:
 - i. Support Duplex Print
 - ii. Support A4, Legal Type Mono Prints

- iii. Support for White or Coloured print sheets with 75 GSM or above
 - iv. Able to print at least 25PPM.
 - v. Scan with Auto-mated Document Feeder
 - vi. Scan to folder from both Desktop and the device
- (Features expected from the MPS setup are given as part of the technical requirements in Annexure J)
- 2. The devices should support Proximity Access Card/PIN (Personal Identification Number) based authentication system for use and preferably, leverage the existing employee control access-card for this purpose.
 - 3. The devices should be capable of integrating with AD for authentication/authorization.
 - 4. The solution shall facilitate users to make use of any MFDs provided as part of this service without having to configure specific device for each user.
 - 5. The MFDs should be managed centrally using a central management system (server/system software) within the Bank's network with no content flow outside the firewall.
 - 6. The output from the devices like prints, scan, copy & fax should be clean & clear and the vendor shall guarantee /maintain acceptable level of print/copy quality so that the documents can be retained for a long period (at least ten years).
 - 7. The devices should have the facility to set on Normal / Best quality for the output as per the user requirements.
 - 8. Adequate stock of Toners, spare parts and other consumables shall be maintained on-site to avoid down-time due to non-availability of these components.
 - 9. Vendor should do preventive maintenance at regular intervals and at least once in every three months during the contractual period, preferably one in each quarter. The devices should be cleaned with appropriate cleaning agents and also by blower / vacuum cleaner.
 - 10. A collated reporting mechanism that provides utilization reports of this service that includes:
 - i. Service Performance
 - ii. Utilization of Devices
 - iii. Usage (User-wise Output Counts)
 - iv. Remote device monitoring
 - v. Auto-notification for toner/cartridge replacement

5. Service Level Agreement

5.1. Service Conditions

1. The vendor shall endeavor to maintain an uptime of 99% of all the devices under the MPS contract.
2. A device would be considered to be out of use, if :
 - i. The device is not usable by any of the users within the work-area.
 - ii. Failure or malfunction of any device and its components (including software) provided by the vendor that results in non-usability of the devices
3. Commencement of the service contract will be from date of satisfactory commissioning of the MFDs i.e., after the receipt of Certification of Satisfactory Installation and Commissioning of MFDs by User Department/s.
4. Response: All support (break-fix) incidents should be responded within 4 hours failing which Bank would deduct penalty in multiple of Rs. 200/-per hour up to a maximum of Rs.2400/- (ie., 12 business hours) for each such incident. A suitable ticket / complaint raising mechanism should be in place.
5. Resolution: All support requests/ complaints should be resolved within 8 business hours of incident reporting beyond which a penalty of Rs. 200 per hour up to a maximum of Rs.3200/- (ie., 16 business hours) will be applied for each such incident. This penalty will not be applicable if a backup device is provided as a replacement.
6. For the purposes of calculating the uptime, the working hours from 9.00 a.m. to 6:00 p.m. Monday to Friday except general and public holidays shall be taken into consideration..
7. For any device related complaint that could not be resolved within 2 business days, a stand-by device of similar configuration should be provided on-site failing which a penalty of Rs. 500 per business day will be applied for each such incident.
8. Non-replacement of toner and other consumables within 4 business hours will attract Rs.100.00 per business hour to the maximum of Rs. 3000/-.
9. A minimum of 5 Toner Cartridges should be kept as a spare for immediate replacement.
10. If the issue/ complaint is not resolved even after 15 days and no standby machine provided by the vendor , then the Bank has option of early termination of contract for that specific device without any obligation by giving one-month notice.
11. Penalty is not applicable to such service calls where standby has been provided by the Vendor within stipulated time frame.
12. Total of such penalties shall not exceed 20% of the total amount payable for the month.

13. Detailed SLA would be entered with the selected bidder at a later date as per Annexure P

5.2. Exit Management Scope

In the event of termination or expiry of contract, the vendor shall be responsible for the following transition activities to be completed over a transition period of 3 months (within the contract period). These activities shall also be applicable in case of reduction in scope of services if applicable.

5.3. Change Management Scope

1. A scope to add up-to 25% of devices within two years from the commencement of the service at the same rates shall be available for the Bank to avail at its discretion.
2. Any change/addition/deletion in scope shall be mutually agreed between the Bank and the vendor.

5.4. Implementation Timelines and Deliverables

The implementation should be taken in a phased manner and it is expected to be undertaken within 10 days of the issue of Purchase Order.

5.5. Other Important Points

1. The MFDs System Console should provide a dashboard and reports. Dashboard Reports should be capable of generating MIS reports (few examples mentioned below) on following criteria:
 - i. Print Summary
 - ii. Paper Summary
 - iii. Most Used Printers
 - iv. Least Used Printers
 - v. Top Users
 - vi. No of Copy & Scan (Count of Copier & Scanner)
 - vii. User-wise/printer wise reporting
2. The print manage software should help the Bank printing operations to consolidate the tracking of equipment/devices & cost management. It should also help to forecast the future demand & supply.
3. All the reports must be made available to the Bank, as and when the report is generated or as and when asked by the competent authority.
4. In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.

Annexure- A - Bid Submission & Conformity Letter

(On the organisation Letter Head)

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

Dear Sir/ Madam,

Subject: Response to RFP Ref No. _____

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

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

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

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

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

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

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

We understand and accept that NABARD is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent

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deviations sought by us, whether orally or in writing, and NABARD's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

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

Thanking you,

Yours sincerely,

Date
Place

Signature of Authorised Signatory
Name of Authorised Signatory
Designation
Name of the Organisation (Seal)

Annexure-B - Letter of Authorisation to Bid

Ref No: _____

Date: --/--/2020

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

Dear Sir,

Subject: Authorization Letter for submitting bid documents.

REF: RFP Ref No. _____

This has reference to your above RFP for _____ for a period of 3 years.
Mr/Mrs/Miss _____ is hereby authorised to submit the bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank's request for proposal vide RFP _____ dated _____ on behalf of our organization.

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

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

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

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

(On the organisation's letter head)

Ref No: _____

Date: --/--/2020

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

Sir,

Subject:

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

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

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

Yours Sincerely,

Date:

Signature of Tenderer with Seal:

Phone:

Fax No.:

E-mail address:

Annexure – D - Pre Contract Integrity Pact

(On Bond Paper Value of Rs 100/-)

Between

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

And

..... hereinafter referred to as “**The Bidder**”

Preamble

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

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

Section 1 – Commitments of the Buyer

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

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

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

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyers, if any.
 - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their

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reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor

- (1) The Buyer appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is

to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is:

Shr Subodh Kumar Goel Advocate & Financial Consultant 501, Tower-6 Commonwealth Games Village New Delhi – 110 092	OR	Shri P K Sangewar Retd. PCMM / SCR H No. 12-5-65/1, Flat No 109, Shri Harsha Sethuram Unique, Vijaypuri Colony, South Lalaguda, Secunderabad, Telangana - 500 017
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- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to

the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

BIDDER

Name of the Officer

Designation

NABARD

Chief Executive Officer

Organisation

Witness

1. _____

2. _____

1. _____

2. _____

Annexure- E - Non-Disclosure Agreement Form

On bond Paper Value Rs 100/-

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

AND

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

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

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Proposal to appoint an System Integrator for Request for Proposal for Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Network Switches at NABARD's 33 Regional Offices/ Training Establishments, the scope of which is specified in Response to RFP Ref No. _____ and whereas _____ (Name of Vendor) has through an RFP process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the System Integrator some Confidential Information (as hereinafter defined), to enable the System Integrator to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The System Integrator is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.
3. The System Integrator is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of

confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

5. Receiving Party means who receives the confidential information.

6. Disclosing Party means who discloses the confidential information.

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

1. Confidential Information

(i) "Confidential Information" means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the System Integrator during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the System Integrator to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

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

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

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

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

Confidential Information does not include information which:

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

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

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

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

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

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

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

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

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

2. Non-disclosure

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

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

- a) Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) Any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) Business processes and procedures; or
- d) Current and future business plans; or
- e) Personnel information; or
- f) Financial information.
- g) Capital adequacy computation workings

3. Publications

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

4. Terms of Agreement

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The System Integrator hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential No.NB.HO.DIT/113/ MPS 10-06/2020-21 dated 30 August 2020

Information and further as directed NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The System Integrator further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

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

5.Title and Proprietary Rights

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

6.Return of Confidential Information

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

7.Remedies

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

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate

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with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

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

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

a. Suspension of access privileges

b. Change of personnel assigned to the job

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

d. Termination of contract

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

8. Entire Agreement, Amendment, Assignment

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

9. Miscellaneous

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

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

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information,

provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.

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

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

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

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

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

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

10. Suggestions and Feedback

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

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

11. Governing Law

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

12. General

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

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

BUYER

Name of the Officer

Designation

NABARD

BIDDER

Chief Executive Officer

Organisation

Witness

1. _____

2. _____

1. _____

2. _____

Annexure – F - Confidentiality Undertaking

(On the organisation's letter head)

Ref No: _____

Date:--/--/2020

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

Dear Sir,

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

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than the following :-
 - With your prior written consent, such consent not to be unreasonably withheld;
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
 - To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.
4. We shall not disclose or divulge any of the Confidential Information to any other client of _____ (name of product vendor / implementation partner)
5. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.

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

Yours Sincerely

Signature and Stamp of Company

Authorised Signatory

Designation:

Date:

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

Part A. In the case of a Proprietary Concern:

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

Part B. In the case of a Partnership Firm:

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

Part C. In the case of Company:

We hereby declare that we have not been placed on any black list declared by declared by any Bank, Financial Institution, Govt's Vendor Black List, except as indicated below:
(Here give particulars of black listing and in the absence thereof state "NIL")
It is also understood that if this declaration is found to be false in any particular, NABARD shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place: Signature of Bidder: _____

Date: Name of Signatory: _____

Annexure – H - Bidder's Minimum Eligibility Criteria Check list

S No	Criteria	Proof Submitted
1	The bidder must be an Indian firm/ company / organization registered under the Indian Companies Act	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office
2	The bidder should be an Authorised Solution Provider of the OEM whose products are delivered and managed as part of the MPS arrangement.	OEM Authorization letter to this effect as per the Proforma given in Annexure B
3	Bidder should have experience of executing Minimum two (02) similar service projects with minimum order value of Rs. 20 Lakh in the last 05 years involving the supply of 10 or more enterprise-class MFDs	Copies of the order and Certificate of Completion of the work, self-attested by the authorized signatory with company seal.
4	The bidder should have a minimum turnover of Rs.2.00 crore. The bidder should have positive net worth in the last three years including the year ending 31 March 2020.	Supporting the fact the bidder should furnish: a) Audited annual reports last 3 years; b) CA certificate indicating Networth,/ Net Profit and Turnover details for last 3 years.
5	The bidder should not have been black listed by any Public Financial Institution, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect	Self-declaration to this effect on company's letter head signed by company's authorized signatory
6	The vendor should have presence in Mumbai with at least one support service centre within its vicinity	Self-declaration indicating the address of the Office / Support Service Centre

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

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the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

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

Ref No.....

Dated: --/--/2020

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

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

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

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

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

In the premises aforesaid and in consideration of NABARD having agreed at our request to exempt the tenderer from depositing the said Bid Security (BS) in cash. We, _____ Bank having our Head Office at _____ and one of our Branches at _____ do hereby unconditionally and irrevocably guarantee unto the NABARD that the Tenderer will execute the Agreement soon upon acceptance of the tender by NABARD and will diligently, efficiently and satisfactorily

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

We _____ Bank further covenant that:

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

such further period or periods at the request of NABARD in the event of the works specified in the Tender are finally awarded to the Tenderers and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.

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

Yours faithfully

For and on behalf of _____ Bank (Authorized Official)

Annexure – J - Technical Bid Form

Technical Specifications

All the technical specifications provided below are mandatory and the bidder has to comply with all of them . Non-compliance to one or more clauses below shall lead to disqualification of the bid.

A. Hardware Device and Components

Make and Model :

Part Number, if any:

Sn	Features	Minimum Specifications	Indicate Specifications of the proposed model	Compliance (Yes/No)	Remarks
1.	Functions	Print, Copy, Scan (fax, wireless optional)			
2.	Duplex Print Options	Duplex Automatic (standard) with Document Feeder			
3.	Print speed	Black (A4/Letter, Normal) : 25 ppm Or more			
4.	First page out	Black (A4/Letter) : 12 sec Or less			
5.	Print technology	Laser			
6.	Print resolution	Black(Best): 1200 x 1200 dpi; Black (normal): 600 x 600 dpi Or more			
7.	Standard print languages	PCL 6, HP PCL 5c, HP Postscript level 3 emulation, PDF (v 1.5 or more)			
8.	Printer Management	Support Managed Printing Administration through central server/other mechanism			
9.	Scan speed	Normal, A4: 40 ppm (B&W, Color) Or more			
10.	Scan resolution	Normal: 300 x 300 dpi Or more			

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11.	Send/Store Options	Scan to E-mail; Save-to-Network Folder; User Address Book(optional)			
12.	Scan input modes	From the panel and also from the desktop application			
13.	Scan file format	PDF, JPEG, TIFF, XPS, PDF/A			
14.	Copy speed	Black (A4, normal): 20 cpm; Black Duplex (A4): 16 cpm; Or more			
15.	Copy resolution	Black (text and graphics): 300 x 300 dpi			
16.	Max. number of copies	500 Copies			
17.	Copier resize	25 to 400%			
18.	Copier settings	Two-sided copying; scalability; image adjustments (darkness, contrast, background cleanup, sharpness); Content orientation; collation; booklet; job build; job Storage; watermark; book mode scans; erase edges; automatically detect color/mono;			
19.	Standard connectivity	2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; 1 Gigabit Ethernet 10/100/1000T network;			
20.	Network capabilities	Standard (built-in Gigabit 10/100/1000T Ethernet)			
21.	Wireless capability	Support Wireless Connectivity to print from Laptops			
22.	Supported network protocols	IPv4/IPv6, DHCPv6, ICMPv6; Telnet ,SNMPv1/v2c/v3, HTTP, HTTPS, FTP, TFTP, Port 9100			
23.	Duty Cycle (monthly)	50000 Or more			
24.	Input	100-sheet multi-purpose tray, 2 x 500-sheet input tray, 100 sheet ADF; Or more			
25.	Compatible operating systems	The device should support usage from the following end-user desktop OS (until the EOL of the OS): Windows 8.1,			

		Windows 10 (all 32- & 64-bit editions (excluding RT OS for Tablets)			
26.	Secure Print	The device should support Proximity Card Readers Access (RFID/HID) (preferred), or PIN or any similar mechanism so that only authorised users can execute print job. (Copy and Scan are allowed for all anonymous users)			
27.	Print on Demand	A built-in security feature for holding prints until the relevant user identifies using a Access Card /PIN.			
28.	Delete Print Job	A facility to delete the print-job by the user from the device and also a feature to delete un-collected print-jobs after a defined time period.			
29.	Encryption of Stored Data	Should support 128bit AES encryption or above for storing the data within the device			
30.	Power Utility Compliance	Comply with ENERGY STAR - TEC (Typical Electricity Consumption) ratings in their class			
31.	Safety approvals and requirements	IEC 60950-1:2005 +A1:2009 +A2:2013 (International); EN 60825-1:2014 / IEC 60825-1:2014 (Class 1 Laser Product); Low Voltage Directive 2014/35/EU with CE Mark (Europe); Compliance with Laser safety standards. Safety approvals as required in India			

Note:

- i. Only one specific model should be proposed that complies with all the parameters indicated above.
- ii. The specification details of the model have to be indicated against each of the parameters (wherever applicable)

B. Software Components**Name of the Control System Software:****Part Number (if any) :**

Sn	Features	Minimum Specifications	Indicate Specifications of the proposed model	Compliance (Yes/No)	Remarks
	Features				
1	Secure Pull Printing	Enable users to send a print job to the network, and then release and retrieve it from any solution-enabled device			
2	Secure Authentication	Authentication through AD, LDAP and enabled for use by providing Access Card or PIN (Personal Identification Number)			
3	Print Data Loss Prevention	Facility to protect intentional or unintentional data breaches by preventing printing of sensitive or confidential documents in real time.	(Optional)		
4	Print Spooler Support	Support print Queue to conserve resources			
5	Reporting Feature	Print Summary; Paper Summary; Most or least Used Printers; Top Users; No of Copy & Scan (Count of Copier & Scanner); User-wise/printer wise reporting etc.			

Bill of Material

Detailed Bill of Material indicating the version and part number of software to be tabulated as a part of the technical bid.

Authorised Signatory of the Bidder with Seal

Date:

Place:

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Annexure - K - Bank Mandate Form (To be submitted in Duplicate)

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

Particulars of Bank account:

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

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold NABARD responsible. I also undertake to advise any change in the

particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : _____

Date : _____

Signature of the party / Authorized Signatory

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

Bank's stamp

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

Date :

Annexure – L - Commercial Bid

(Amount in Rupees)

Sn	Component	Amount (Rs.)
	MFD Make and Model: XXXXX	
	A. Rental Cost (per unit/ month)	
	B. Per page click rate per device**	

** Assuming an average usage of around 6000 pages per month per device.

- i. Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as vendor, in conformity with the said Bid Documents at rates mentioned above.
- ii. All Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.
- iii. Applicable taxes would be deducted by the Bank at source, if any, as per prevailing rates.
- iv. Support service cost applicable to on-site and off-site resources shall be included as part of the costs indicated above.
- v. The following methodology will be used to find the lowest commercials offered by the bidder
 1. $(\text{Rental Cost}) \times (\text{number of devices } 25) \times (\text{number of months } 36) = (a)$
 2. $(\text{Click rate}) \times (\text{number of assumed pages } 6000) \times (\text{number of months } 36) = (b)$
$$\text{Total} = (a) + (b)$$

The bidder who has offered the services for the least total cost will be considered for offering this service. However NABARD reserves the right to select or reject any or all bid without assigning any reason.

- vi. Additional devices, if sought by the Bank within a period of two year, shall be supplied at the same rental and per click rates offered in this bid.

Date:

Name & Signature of the Bidder with Company Seal

Place:

Business Address:

Annexure- M - Escalation Matrix

1. Name of Bidder: _____

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

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

Signature:

Name of Representative:

Designation:

Company Seal:

Annexure- N - Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

Ref No: _____

Date:--/--/2020

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

Dear Sir

Subject: _____

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

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

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

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that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____ Limited hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

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

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

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

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

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

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

SCHEDULE

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

Yours faithfully

(Name and Designation) of Authorized Official

Annexure – O - Service Support Form

Bidder's representative of local office at Mumbai will be the contact point for the Bank. The Bidder is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both. Please Refer to Eligibility Criteria:

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

Annexure – P – Service Level Agreement (SLA)

FOR MANAGE PRINT/IMAGE SOLUTIONS AS A SERVICE

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

BY AND BETWEEN

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

AND

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

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

WHEREAS

NABARD is a body corporate having its Head Office at Mumbai and regional offices all over India and has issued a Request For Proposal (hereinafter referred to as “RFP”) vide ref No..... datedfor supply, customization, deployment, support and maintenance of _____ (name of software), which includes provision of (a) Post Implementation Support in the form of Help Desk Management, License Management, Support and Change Management; and (b) delivery of desired

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Service Levels to provide quality customer service to NABARD as per the scope of work of the RFP

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

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

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

1. Definitions

- 1.1. "SLA"** – SLA means this Service level Agreement which defines the services provided, the indicators associated with these services, acceptable and unacceptable service levels, liabilities on the part of the Parties and actions to be taken in specific circumstances.
- 1.2. "Bank"** – Bank or NABARD is referred who is the final beneficiary of the SLAs and related agreements
- 1.3. "Vendor"** means any Company or individual who bids for EOI/RFP/RFQ issued by NABARD
- 1.4. "Equipment"** means any physical appliance that requires installation at the Bank premises
- 1.5. "The software"** means the any tools deployed either Off-the-shelf purchase or developed for the purpose of NABARD by any Vendor
- 1.6. "Application Development"** means any tools developed on the specific needs of Bank for any internal or external use
- 1.7. "Service"** means any installation, support which makes good of failed service either pre agreed or requested by NABARD
- 1.8. "Support"** means implementation support in the form of supply, installation, implementation, commissioning, maintenance of the software and maintenance of the desired Service Levels to provide quality customer service to NABARD.
- 1.9. "Consumables"** means any items purchased to run the IT operations and make end user productive
- 1.10. "Effective Date"** means the date on which the Agreement begins, which is the

date written below by the last Party to sign the Agreement

- 1.11. "Scheduled Business Operation Hours"** of NABARD is from 8:00 AM to 8:00 PM (IST) from Monday to Friday.
- 1.12. "Response Time"** means the elapsed time between the receipt of a Support Call and the target time within which Vendor Support as verified by a written confirmation to NABARD.
- 1.13. "Resolution Time"** means the time between the receipt of a Support Call and the target time within which Vendor resolves the issue as verified by a written confirmation to NABARD.
- 1.14. "Support Term"** is the period starting from the date of this Agreement, consisting of (a) warranty duration, and (b) post-warranty Annual Maintenance of duration for the delivery of Support. It will also mean such further extensions or renewals undertaken in accordance with this Agreement.
- 1.15. "Upgrade"** means an improved version of the whole or any part of the System.
- 1.16. "Reports"** means information from the services in desired format.
- 1.17. "Escalation"** means any unresolved queries or service requests in prescribed timeline.
- 1.18. "Customization"** – means making changes to an Off-the-Shelf software/hardware to meet Bank's requirements

2. Scope of document

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

This Agreement shall ensure the following:

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

2.1. Support

- 1. Comprehensive Support for the Managed Print/Image Solution as a Service in the Head Office until the end-of the contractual service.

2. Support for all the Multi-Function Devices (MFD) devices supplied as part of this service including all its hardware and software components, shall be provided during the normal business hours 9:00 with the standard response and resolution mechanisms. The Support shall include all operations related to provisioning and availability of all availed cloud services

2.2. Service Delivery

1. All the MFDs should be supplied, installed and commissioned in the head office of NABARD at C-24 G Block, BKC, Bandra (East), Mumbai. The placement of the devices and its movement should be carried out in consultation with the Bank's team.
2. All out put like prints, scan, copy & fax should be clean & clear and the vendor shall guarantee /maintain acceptable level of print / copy quality at throughout contractual period.
3. Only NEW devices should be provided during initial supply and refresh supply.
4. All devices provided should be commercially available in India with minimum 3 year product support from OEM as on the date of supply.
5. All devices provided should comply with the minimum configuration indicated in the Annexure 1.
6. A managed service support should be provided for a minimum of 3 years for all the devices which includes installation, configuration of devices, maintenance, setting up of servers & software tools, integration with AD, configuring devices for use in User Desktops, connecting to users, basic hands-on-training on different features, troubleshooting, technical support, supply of spares, toner Cartridges, other consumables etc.
7. Vendor has to provide an On-Site Engineer (OSE) at no extra cost to manage the Printer fleet during office hours (9:00 am to 5:30 pm) Monday to Friday.
8. The vendor shall endeavor to maintain an uptime of 99% of all the devices under the MPS contract.
9. Failure or malfunction of any device and its components (including software) provided by the vendor that results in non-usability of the devices.
10. Commencement of the service contract will be from date of satisfactory commissioning of the MFDs i.e., after the receipt of Certification of Satisfactory Installation and Commissioning of MFDs by User Department/s.

10.1. Performance Measurements

1. Monitoring, tracking and providing reports on performance parameters as described in this clause during the Warranty and Support period
2. Providing services based on timelines and completion of the same as indicated in the RFP or as per the mutually agreed terms.

11. Type of support mode

3.1. Support mode

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

Support mode	Description	Remarks
Email	Auto trigger of eMail or user raised request by eMail to designated eMail ID	<i>As applicable</i>
Call	Call the specific service number for logging any issue, follow up or escalation	
Direct Support from OEM	A provision to raise issues or complaints related to the cloud services directly with the OEM shall also be made available	

A provision to record incident/service calls within the existing system in the Bank will be provided and the same should be used to address and resolve all on-site support calls.

3.2. Support Window

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

4. Support Escalation

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

Name	Designation	Phone	E-mail

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

5. Penalties

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Penalties for not maintaining the desired service levels

1. Response: All support (break-fix) incidents should be responded within 4 hours failing which Bank would deduct penalty in multiple of Rs. 200/-per hour up to a maximum of Rs.2400/- (ie., 12 business hours) for each such incident.
2. Resolution: All support requests/ complaints should be resolved within 8 business hours of incident reporting beyond which a penalty of Rs. 200 per hour up to a maximum of Rs.3200/- (ie., 16 business hours) will be applied for each such incident. This penalty will not be applicable if a backup device is provided as a replacement.
3. For the purposes of calculating the uptime, the working hours from 9.00 a.m. to 6:00 p.m. Monday to Friday except general and public holidays shall be taken into consideration..
4. For any device related complaint that could not be resolved within 3 business days, a stand-by device of similar configuration should be provided on-site failing which a penalty of Rs. 500 per business day will be applied for each such incident.
5. Non-replacement of toner and other consumables within 4 business hours will attract Rs.100.00 per business hour to the maximum of Rs. 3000/-.
6. A minimum of 5 Toner Cartridges should be kept as a spare for immediate replacement.
7. If the issue/ complaint is not resolved even after 15 days and no standby machine provided by the vendor , then the Bank has option of early termination of contract for that specific device without any obligation by giving one-month notice.
8. Penalty is not applicable to such service calls where standby has been provided by the Vendor within stipulated time frame.
9. Total of such penalties shall not exceed 20% of the total amount payable for the month.
10. Periodic Review Process
11. This SLA is an operational document and will be periodically reviewed and changed when the following events occur:
 - The environment has changed
 - The customer's expectations or needs have changed
 - Workloads have changed
 - Better metrics, measurement tools and processes have evolved

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

12. Exclusions

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

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

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

13. Support by NABARD

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

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

14. Additional Services

Bank regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the network *setup*. If any security updates are identified to be enforced, the same may be configured/installed/enforced in the MFDs and the overall MPS setup to secure the data and systems. The Vendor shall pursue with the OEM to make suitable changes as per the recommendations emerging from VAPTs emerging within the contract period. The vulnerabilities so identified may be fixed by the vendor within a reasonable time period.

15. Intellectual Property and Confidentiality

- i. All data captured and reported by Vendor to the Bank in connection with terms of this agreement shall be deemed to be “Confidential Information” for the purpose of this clause and cannot be disclosed by Vendor without written consent of Bank. Likewise, any information provided by Bank in terms of this agreement shall also be deemed to be ‘Confidential Information’ for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to Bank) should be returned back to the other party. Likewise, the data captured by Vendor and retained by Vendor is purely for providing service and based on the agreement entered into with the Bank. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Vendor will be property of the Bank. The Provision of Confidential Information shall survive termination or expiration on this agreement.
- ii. Vendor shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of NABARD’s information and data in its possession and to prevent unauthorized access thereto or use thereof.
- iii. Bank or its affiliates will not use any available decoder for decoding the .exe file for the mobile application shared by Vendor and use the software code thus obtained for any purpose.

16. Subcontracting and Assignment

- a) Vendor may engage the services of sub-contractors to perform any of its duties with prior written permission of NABARD. Unless otherwise agreed in writing, no sub-contracting of such duties shall relieve Vendor of responsibility for their due performance.
- b) A copy of contract details entered between Vendor and sub-contractor to be made

available by the vendor to NABARD within 30 days of engaging the sub-contractor.

- c) Vendor agrees that it shall not transfer/assign to any of its rights and/or obligations under this agreement to any entity including affiliates without the prior written permission from NABARD.
- d) If the parties undergo a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this agreement shall be considered to be transferred to the new entity and such an act shall not affect the rights and obligations under this Agreement.
- e) NABARD, including its' auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another vendor.
- f) The Vendor shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, background checks and other due diligence to examine their antecedents and ensure their suitability for such engagement. The vendor shall retain the records of such verification and shall produce the same to the Bank as and when requested.

17. Limitation of Liability on SLA breaches

Vendor liability to meet the SLAs is limited to 20% cost of agreement

Representations and Warranties of NABARD

- i. NABARD hereby represents and warrants to the _____ **(short name of the company)** as follows:
 - (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
 - (b) It has taken all necessary actions under Applicable Law to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
 - (c) It has the financial standing and capacity to perform its obligations under the Agreement;
- ii. This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms thereof;
- iii. (e) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement,

- arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- iv. there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
 - v. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the (short name of the company)'s ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.

18. Representations and Warranties of the (short name of the company)

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

- (i) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (ii) It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (iii) This Agreement has been duly executed by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (iv) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (v) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasijudicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

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

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

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

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

19. Warranties post SLA expiry

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

20. Notices

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

21. Indemnification

The Vendor shall, at his own expense, defend and indemnify Bank against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Vendors's) employees or agents

or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Vendor and against any and all claims by employees, workmen, contractors, sub- contractors, Vendors, agent(s), employed/ engaged otherwise working for the Vendor, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

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

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

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

22. Termination of Support Services

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

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

23. Dispute Resolution

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

24. Miscellaneous

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1. This agreement shall be effective for a period of years from to (“Term”) unless terminated as per the clause provided in this agreement.
2. All the terms and conditions stipulated in the RFP dated regarding are considered as part and parcel of this agreement.
3. Any provision in this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and is signed by both the parties to this Agreement; in the case of an amendment by each party, or in the case of waiver by the Party against whom the waiver is to be effective.
4. Either party or its employees and representatives shall not use the name and/or trademark/logo of the other party in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of the other party.
5. Terms of Payment and Penalties. In consideration of the Services and subject to the provisions of the RFP and this Agreement, the Bank shall pay the amounts in accordance with the Terms of Payment Schedule of the Purchase Order.
6. Vendor shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.
7. Vendor will not release any factual information concerning these SLAs Agreement to any person/news media without prior permission of NABARD.
8. **Governing Law.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of India and the courts situated in shall have the jurisdiction to the exclusion of all other courts situated elsewhere.

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

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

NABARD _____ (**name of company**)

No.NB.HO.DIT/113/ MPS 10-06/2020-21 dated 30 August 2020

Signature:_____

Name :

Title :

Place :

Date :

Signature:_____

Name:

Title :

Place :

Date :

WITNESS

Signature : _____

Name :

Address :

WITNESS

Signature : _____

Name :

Address :

Notes:

- Bidders are required to mention specifically the Name, Address, and Telephone Number of their Service Centre, Mobile No. Email-ID etc. For after Sales Service at the delivery location.
- Escalation Matrix is to be provided for all the locations.

Company Seal

Signature of the Bidder

Annexure –Q - Pre Bid Queries Form

Clarifications required:

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

SI.	Clause No. and Page No.	RFP Term	Clarifications and Amendments sought

Annexure- R - Document Check List

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

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

	Documents to be submitted by Successful Bidder	Annexure	Enclosed Yes / No
1.	Escalation Matrix	<u>M</u>	
2.	Letter Of Indemnity And Undertaking	<u>N</u>	
3.	Service Support Form	<u>O</u>	
4.	Service Level Agreement	<u>P</u>	

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

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