

RFP for Co-location of Bank's DR Site & Services – National Housing Bank



RFP Reference No.: NHB/ITD/RFP-DR Colocation/OUT00461/2021

**Request for proposal (RFP) for
Co-location of Bank's
Disaster Recovery Site & Services**

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GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
DC	Data Center Site, Delhi
DR	Disaster Recovery Site, Mumbai
HFC	Housing Finance Company
HO	Head Office, Delhi
RRO	Regional Representative Office
ITD	Information and Technology Department
PSU	Public Sector Unit
PSB	Public Sector Bank
TCO	Total Cost of Ownership
EMD	Earnest Money Deposit
RFP	Request For Proposal
CSP	Cloud Service Provider. Microsoft is the CSP for this implementation.
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
LC	Large Corporate (LC): An organization having an average annual turnover of Rs. 1000 Crore or above during last three years will be considered as Large Corporate (LC) for this RFP.
BIDDER	Vendor/Service Provider/Bidder as per context

Interpretation: The terms RFP, Tender, Bid have been used interchangeably and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.

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1. IMPORTANT BID DETAILS

1.	Date of commencement of sale of Bidding Documents	02-02-2021
2.	Pre-Bid meeting with Bidders*	12-02-2021 (Friday) 1500 Hrs
3.	Last date and time for sale/ download of Bidding Documents	24-02-2021 1800Hrs
4.	Last date and time for receipt of Bidding Documents	24-02-2021 1800Hrs
5.	Date and Time of Technical Bid Opening#	25-02-2021 1530 Hrs
6.	Cost of RFP (Bidders who have already submitted the Tender Cost are not required to resubmit the same)	Rs. 25,000/- (Rs. Twenty Five Thousand Only) (Non-Refundable) Bid will be rejected without the above.
7.	Place of opening of Bids (Online meeting link will be shared with bidders)	National Housing Bank, Information Technology Deptt. Head Office Core 5-A, 3 rd Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003

Note:-

- *Due to ongoing Covid situation, meetings are being conducted online. Interested bidders can send pre-bid queries over email. Pre-bid meeting will be held online as per section 7.2 of this RFP.
- #Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change, if required. Meeting link will be shared by NHB to bidders through email in advance.
- Notice of any changes will be provided through e-mail from designated contact personnel only or website publishing.
- Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.
- All data/information, submitted vide documentary proofs/company records along this RFP, must be reported & will be treated as on date of publication of this RFP.

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2. NATIONAL HOUSING BANK

National Housing Bank (NHB), a statutory institution is a wholly owned by Government of India, established under National Housing Bank Act, 1987 ("the Act")

NHB has been established to achieve, inter alia, the following objectives –

- To promote a sound, healthy, viable and cost effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
- To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
- To augment resources for the sector and channelize them for housing.
- To make housing credit more affordable.
- To regulate the activities of housing finance companies based on regulatory and supervisory authority derived under the Act.
- To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
- To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.

The Head Office of NHB is located in New Delhi and it has a Regional Office located at Mumbai and Representative Offices at Ahmedabad, Bengaluru, Hyderabad and Kolkata.

For more information and contact details of NHB presence location, Bidders may access the Bank's website <https://nhb.org.in/en/>

3. PURPOSE and OBJECTIVE

- National Housing Bank (hereinafter referred to as the Bank) with Head Office at New Delhi is Bank intends to identify new Colocation Disaster Recovery site that would not only meet the current requirements of the Bank but also should be expandable / scalable to consolidate other IT installations / colocation sites from a long term perspective. The Bank will at no point bear any additional cost for Site facility that VENDOR may have to incur on account of repair, upgrade, power, capacity enhancement etc. to support Bank's equipment unless Bank requests for any additional space or power requirements or brings in additional major equipment's that would impact the infrastructure allocated to the Bank by VENDOR for the period of the contract.
- The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NHB. Neither NHB nor any of its employees, agents, contractors, or advisers

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gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither NHB nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

- Subject to any law to the contrary, and to the maximum extent permitted by law, NHB 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 NHB or any of its officers, employees, contractors, agents, or advisers.

4. SCOPE OF WORK

1. The Bank, for this purpose, invites proposal from VENDOR for primarily undertaking inter-alia the following activities for the Bank in respect of co-location of its Data Centre (DR Site) services.
2. The bidder should provide minimum Tier – 3/ Rated- 3 complied Data Center infrastructure for Bank to host its DR at Mumbai / Navi Mumbai.
3. Bidder may assess the existing infrastructure by visiting Bank's DR Site, if required and accordingly submit the proposal.

4.1. Disaster Recovery Co Hosting and Co-location requirement

1. The Bank, for this purpose, invites proposal from Service providers (SP's) for primarily undertaking inter-alia the following activities for the Bank in respect of Co Hosting of Disaster Recovery services.
2. The proposed DC should meet minimum Tier 3/ Rated 3 Data Centre specifications and Certification. The VENDOR shall provide sufficient electrical connections, Air conditioning, backup power through UPS and Generator, network communication facilities, Surveillance, access control system, fire suppression system, physical security and soft services etc. as applicable for DR and as required for the proposed equipment on 24 x 7x 365 basis in order to maintain uptime of all such facilities at as per SLA. Vendor has to ensure no infiltration in Bank setup including its systems, network etc.

4.2. General Requirements:

1. The proposed Data Centre to host Bank's DR site should be located in Mumbai/Navi Mumbai.
2. The proposed Data Centre should be supporting minimum Tier 3/Rated 3 Data Centre

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specifications.

3. The proposed Data Centre site should comply with the technical requirements specified in this RFP.
4. The power should be available from two different power sources. Two separate power paths from the UPS to be provided to the Server room area and the network communication area. The UPS should be configured in parallel active mode and each not loaded more than 45% of its capacity.
5. Entry and exit at the Data Centre premise (Building), Server room / Hall area, server cage area, and network communication room should be restricted and monitored. Security for the building should be made available 24x7x365 at the entry / exit levels and having adequate access control mechanism in place.
6. The doors for the server room, communications room, and other critical areas beyond should be fire rated for minimum 2 hours.
7. The entire facility should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.
8. 99.982% Uptime on monthly basis is required for the DR Environmental Infrastructure, Network Links (Cross connects, links between caged and seating area, inter-rack connectivity) and services.
9. The Data Centre facility building should be designed and constructed for Earthquake resistance and should be Seismic zone 3 compliant. The Data Centre facility building should be away from hazardous chemical materials, LPG storage areas, chemical go-downs and other storage facilities meant for dangerous commodities.
10. The Data Centre should be fully redundant in terms of electrical circuits, cooling and network.
11. Backup generators (Redundant) should be capable of providing power for 24 hours or continuously if fuel tanks are refilled.

4.3. Server Room Area:

1. The Server room proposed by the VENDOR to co-host Bank's Disaster Recovery IT infrastructure should meet specifications of minimum Rated 3/ Tier 3 compliance.
2. Bank envisages requirement of a dedicated clear space of 4 Racks of 42U to host Bank's DR IT infrastructure in the server room area. In addition Bank envisages an addition of more racks in the future. However, should there be requirement of additional space in the future,

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other than the space for existing racks the VENDOR should be able to provide the same on the prorated per square feet cost within the same facility, contiguous to the existing rack spaces. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the bank.

3. VENDOR shall provide a dedicated server cage area for the Bank in the server room/ Hall area. The cage area should secure the allocated space to the Bank as detailed below:

The Minimum dimensions of network and server racks should be as follows:

Location	Server Rack	Network Rack
DR Site	600X1000 mm	800X1000 mm

The requirement of Caged area for housing number of racks for Bank's DR are as follows:

S.N.	Location	No of Racks		
		Initial (Day-1)		Scalable
		Server	Network	
2	Disaster Recover (DR) Site	02	01	01

4. The server cage entrance & exit should be accessible using Biometric Access.
5. The entry to server room / Server Hall area should be accessible using Biometric access.
6. The Server room / Server Hall should have precision air conditioning with redundancy.
7. Sufficient cooling failover should be built in the server halls to maintain 1.5 to maximum 1.8 PUE.
8. Cold air should be pumped under the floor and enters through vents to ensure that the temperature is as per ASHRAE guidelines/in the range of 22 +/-2 degrees
9. Power efficiency and cooling should be able to maintain medium and high density cabinets.
10. The VENDOR shall provide adequate power points in the Server cage area allocated to the Bank. The bank will pay only for rated power as per bill of material.
11. The VENDOR shall provide power connectors / sockets. The VENDOR shall include such cost of provisioning the power sockets in their commercial of Indicative Commercial bid details.
12. Single phase and three phase power should be made available to support Bank's equipment's in the caged area.
13. For above clause 10, 11 and 12 the information provided is an estimated requirement and the Bank reserves the right to change the quantities. These figures are provided for the computation of total cost of ownership. The exact requirements will be provided to the successful bidder and the unit rates provided for these requirements would be considered for those changed requirements.
14. The vendor shall provide one time LAN cabling from the Network rack to the Server Racks

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as per the network designed finalized with the Bank's network team at no additional cost to the Bank. Pl refer diagram mentioned in Annexure H. Vendor to use CAT6A/OM3 cables of any top three OEM. All patch-panels/LIUs will be fully populated with CAT6A/Multimode/Single mode Fibre chords as per requirement/space provisioned to NHB. Vendor to provision passive components on site for immediate replacement/maintenance/connectivity etc.

15. VENDOR in their technical bid shall provide the proposed Server caged area layout clearly showing the placement of the racks in the server caged area along with indicative positioning of the BMS equipment's like CCTV cameras, Fire/ smoke detectors, access control system, rodent repellent etc.
16. The doors and partitions to the server hall will be having 2 Hrs fire rating capability and secure/strong enough for DC facility.
17. There should be sufficient power backups in place in for running Building Management Systems on alternative power supplies in the event of power outage.
18. If required by Bank, vendor should be able to provide the CCTV feed of the proposed cage for upto last 90 days.
19. Vendor shall ensure protection of Physical assets against all threats and vulnerabilities that can be exploited deliberately or accidentally by internal or external entities.

4.4. Racks and Cabling

1. The VENDOR has to provide Server and network racks as per the Bill of material mentioned in the Commercial Bid
2. The VENDOR has to provide inter-rack cabling which should be structured with proper labelling / marking as per Bank requirement. The inter rack cabling should support 10G.
3. Each rack to be provided with patch panels as per bill of material along with horizontal and vertical cable managers. The cabling between the racks should be enabled by vendor from day1. Vendor may visit Bank's present DR site to its assessment, if required.
4. Each rack to be provided with two numbers of power strips of 32amps with min. 24 sockets (21no - C13 & 3no - C19), each power strip connected to separate UPS.
5. The cross connects from communication room to the racks in caged areas where routers would be installed and provided by the VENDOR as per requirement of Bank.

4.5. Layout

1. The VENDOR in their technical bid shall provide the proposed caged area layout for DR, clearly showing the placement of the racks along with indicative positioning of the BMS equipment like CCTV cameras, Fire/ smoke detectors, access control system, rodent

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repellent, monitoring consoles and their services etc.

4.6. Communication Area:

1. The VENDOR in their communication area shall have Telecom junction box / multiplexers of various link service providers and should be available in and around the facility building for Bank's use.
2. The Data Centre VENDOR should allow the termination of the links provided by the Bank appointed link service providers. If Telecom junction box / multiplexers of these link service providers are not available then the DC service provider should allow the commissioning of the same. The DC VENDOR shall also allow laying of cables and associated works in their premises.
3. The link extension from the DC service provider's communication room till the server cage area will be done by the DC service provider.

4.7. BMS (Building Management System)

1. The VENDOR shall provide Access cards, Gate passes to the Bank's personnel / Bank appointed System Integrators as and when they would visit the site. VENDOR should agree that such access can be provided 24 X 7 and will not have any time restriction.
2. The VENDOR shall regularly monitor the access to the Bank's Server room / cage by means of access control system, physical security, Biometric access and CCTV and should always make sure that they are functional 24X7X365.
3. If required by the Bank the VENDOR should be able to provide details of people accessing the Bank's Server room / cage by sharing the entries made in the security register, reports from access control system, CCTV video clips etc.
4. The VENDOR shall make sure that the required power, air conditioning, security system and other facilities provided to the Bank is always available (24X7X365 days).
5. The VENDOR shall provide Fire detection & suppression system exclusively for the server room caged area. Fire detection and suppression can be common however the areas allocated to the Bank should be well within the coverage of fire detection and suppression.
6. The Server room area should be provided with Water Leak detection system and fire alarm system. The facility areas proposed for the Bank should be well within the coverage of water leak detection system
7. There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where Bank's components are placed. Activities to be recorded and the archival should be kept for atleast 90 days(3months).
8. The data center should have electronic rodent control systems with operating ability on varied frequency range. The facility areas – Server room area / server caged area,

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communication room should be well within the coverage of the rodent repellent.

9. All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24 X 7 basis or as the bank decides.
10. Data Centre should host a network operations center (NOC) fitted with toughened or higher strength glass, to CCTV cameras monitoring every aisle and doorway.

4.8. Lift & Shift the Existing Setup

1. The shortlisted VENDOR has to shift all the equipment from present Bank's DR Site to new proposed VENDOR Datacenter. Shifting of the equipment involve un-mounting, packaging, marking/labelling, transportation and mounting of the equipment at VENDOR Datacenter.
2. Transit Insurance of the assets shall be taken by the VENDOR on behalf of Bank and the same will be reimbursed to the VENDOR by the Bank on actual basis. Proof of insurance to be submitted to the Bank before commencement of actual shifting of items.
3. The details of items to be shifted is given in Appendix -i, however there may be few variations in number of items.
4. The VENDOR has to take all necessary shifting permissions from respective authorities. No additional cost whatsoever would be paid for the same.

4.9. Miscellaneous:

1. The VENDOR shall provide contacts and escalation matrix to log the complaints / problems faced in the facility provided to the Bank.
2. The VENDOR shall provide all necessary help to the Bank appointed System Integrator or Vendor while moving the Bank equipment's into the site. For example entry permission for vehicles carrying equipment's, parking of such vehicles to be closer to the lift till the time the equipment's are being offloaded, use of lift / service lift, assist in procedures documentation, providing trolley to carry heavy equipment's to the allocated cage / room, etc. The Bank will not incur any extra cost for availing these said services.
3. Storage/godown facility (40 Sq.ft.) to be provided with exclusive access to NHB authorized personnel to meet the time gap between supply and installation/storage purposes.
4. The Bank may in future require additional space at the collocated Data Centre site. The VENDOR agrees that in the event the bank wants additional space for expansion, the same will be provided to the bank within the same DC site / floor or building. The rate per square

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feet would be mutually agreed at the time of such expansion. However, the vendor agrees that the rate for expansion shall not exceed the current rates agreed. Bank cannot provide any time frame to inform VENDOR for taking up additional space.

5. **Staging Area:** The VENDOR should provide secured staging area for unpacking and installation of equipment, at no extra cost to the bank.
6. **Meeting room:** The vendor shall provide discussion / meeting room facility to accommodate 8 to 10 persons as and when required. The meeting room should have projector/screen/whiteboard/laptop connectivity etc. required for holding presentations/meetings. Prior notice/intimation will be issued for such requirements.
7. **Visitorial Rights:** The VENDOR should provide Visitorial rights for NHB Auditors, external auditors engaged by Bank, RBI audit/inspection officials, ISO auditors etc. Bank cannot provide any minimum time frame to inform the VENDOR. The VENDOR will undertake compliance of audit observations as applicable.
8. Audit reports of people accessing the Server room / cage area should be available and submit on monthly basis.
9. Bidder to provide CCTV data to Bank on a read only CD/private cloud through proper channel, only on request from Bank's authorised personnel.

4.10. Network Links

1. Bank presently has links deployed from Sify, Reliance and Tata to connect its DR to the Bank's various locations/Treasury systems through Bank's System Integrator/IFTAS. The VENDOR has to assure that the termination of these links and other major ISPs is feasible at the proposed site.
2. The VENDOR shall make sure that the multiplexers / Junction boxes of these link service providers are available at the proposed site
3. The VENDOR shall extend the connection from the Multiplexers / Junction boxes to the Bank's server caged area. The VENDOR shall agree to make such changes at no extra cost to the bank.

4.11. Power

1. The Data Center should support 2 feeders and the main power source should be drawn from more than one power distribution station.
2. UPS should have N+N redundancy and dual power to the racks should be available from two different UPS systems. The UPS systems should be fault tolerant with 2 separate paths for power supply to each rack. Adequate battery backup should be available for maintaining the uptime requirement of the Bank.

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3. The entire facility should have power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source. Backup generators should be capable of providing power continuously for at least 48 hours and even during refilling period of fuel tanks. The capacity of each set of diesel generators should be sufficient enough to take care of entire power load of VENDOR DataCenter. The VENDOR should ensure uninterrupted supply of diesel to the DG with adequate storage facility.
4. The VENDOR shall provide Auto Transfer Switch (ATS) for single power input systems, if applicable.
5. *The VENDOR in their response should indicate the total sanctioned power, existing connected load, power reserved / committed for other clients and the power that is readily available for offer to the Bank. The average power utilization for last three months should be provided.*

4.12. Seating Space:

1. The Bank will require dedicated seating space at the DC in the seating area. Bank anticipates the seating space for 2 Bank appointed personnel. VENDOR shall factor for at least 30 Square feet work area per seat. In addition VENDOR shall provide adequate space for the movement within the seating area. The cost should be provided for per seat per annum.
2. The UPS / generator backup power facility needs to be available to the proposed seating area. VENDOR shall provide UPS backed up 3 power points per seat.
3. The seating area should be provided with comfort air conditioning. The VENDOR shall provide Tables, chairs, drawers with locking facility, telephone extensions for communication between Server cage area and the seating area, in the seating area for 2 personnel. The furniture to be provided by the VENDOR here, refers to modular furniture with sufficient seating, personal storage and workspace for each individual person.
4. The seating area furniture should be modular furniture with drawers/pedestal, keyboard tray, for each table. Lockers that can accommodate 3 box files and some stationary, the one that comes with the work table. This will be for every seat.
5. The VENDOR shall provide access control system for controlling access to the seating area which will be centrally monitored by VENDOR through their BMS system. The VENDOR shall provide the cards to the Bank's authorized onsite resources. This access control system should be managed & monitored by the VENDOR through their BMS system.
6. The VENDOR shall provide the network connectivity from the seating space provided by the VENDOR to the Bank's server caged area. For each seat the VENDOR shall provide redundant network points (2 points). The seats will be facilitated with Desktop/system to monitor hosted infrastructure or carrying out administration remotely. The restricted internet facility will also be made available on the BCP Seats' systems.

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7. All such costs should be included as the cost for “seating space Bank may alter the quantity of number of persons depending on the Bank's need and the payment will be made on the prorated calculation.
8. The seating area should include the desk, chair, and one cabinet per seat, power connections and network connections (two per seat)
9. The VENDOR shall provide a separate space to accommodate Bank's Fire vault cabinet in the seating area. The dimension of the cabinet is 2.5" width x 2.5' length x Height- 3.5'. This will be in addition to the space requirement.
10. The VENDOR shall provide the proposed seating area layout clearly indicating the total space being factored for the dedicated seating area in their technical bid submission.
11. CCTV footage will also be required for seating area.

4.13. Business Continuity

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

4.14. Service Level Requirements:

- i. The facilities like power, cooling, CCTV monitoring, security (biometric, physical, access card) and other associated services provided by the service provider to co-host Bank's DR equipment's should have high availability.
- ii. Service Levels will include Availability measurements & Performance Measurements defined below.

4.14.1. Availability Measurements

- i. Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank by the VENDOR

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at the end of every month containing the summary of all incidents reported and associated VENDOR performance measurement for that period.

- ii. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.
- iii. The availability measurements would be:

Level	Type of Infrastructure	Function	Uptime
Critical	Environmental Infrastructure	Availability of Critical environmental Infrastructure along with Network links (Cross connects, links between caged and seating area, Inter-rack connectivity etc)	99.982%
Key	Environmental Infrastructure	Availability of Key Environmental Infrastructure Elements	99.00%

4.14.2. Performance Measurements

Level	Type of Infrastructure/Function	Expected Service Level
Downtime for servicing	Each planned down - time for servicing (upgradation, repairs, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during Business hours will be scheduled in consultation with the Bank	99.00%

All individual elements under respective level and type will be aggregated to arrive at the service level.

4.15. Compliance

The VENDOR should comply with Bank's IS Security policy in key concern areas relevant to

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the RFP. Some of the key areas are as under:

1. Responsibilities on system access control and administration
2. Custodial responsibilities for assets of the Bank being managed by or assigned to the VENDOR.
3. Physical Security of the facilities.
4. Physical and logical separation from other customers of the VENDOR.
5. Incident response and reporting procedures.

4.16. Service delivery

All professional services necessary to successfully implement the proposed solution will be part of the RFP. These services include, but are not limited to, Project Management, Deployment methodologies etc. The bidder should submit as part of technical Bid an overview of Project Management approach of the proposed solution. Bidder should ensure that VENDOR's key personnel with relevant skill are always available to the Bank. Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard.

4.17. Review Meetings

1. NHB will review and discuss the performance during first week of every month.
2. VENDOR to forward the minutes of the minutes within five working days. Further, the observations in the review meetings to be closed before next review meeting.
3. It is responsibility of the VENDOR representative to be present during the review meetings. No additional cost whatsoever would be paid by the bank.
4. All review meetings will be held online or at NHB offices at respective locations.

4.18. Pre-Implementation Inspection

1. The successful VENDOR shall make available the necessary infrastructure, on receipt of the Purchase order as per technical requirements of the Bank and schedule.
2. The VENDOR should confirm in writing the readiness of the co-location and hosting site and arrangements to the Bank, as and when the site is ready for installation of Bank's IT Infrastructure.
3. The Bank along with its Service Providers (if required) will conduct an inspection and verify the readiness for implementation of its IT Infrastructure, based on outcome of the visit, Bank will advice the VENDOR for shifting of equipment.

4.19. Responsibility of NHB

1. Provide access rights to the VENDOR for inspection of the Bank's existing DC and DR site.

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2. Provide details of equipment to be shifted / hosted at the VENDOR datacenter.
3. Make available access to the existing DC and DR for Lift and Shift.
4. Provide details of contact person at the location/ office who would be coordinating during co-location / project management etc.
5. Provide details of system integrator personnel / Bank staff who will be sitting at site.
6. Provide intimation to the vendor about procurement / buyback / replacement of hardware hosted at vendors site to enable vendor to issue necessary gate pass, permissions, access etc.

4.20. Quality Control and Audit

1. The Bank may, at its discretion, get the services of the finally selected bidder inspected/ audited by its internal/ external inspectors/ auditors/ authorised representative. The finally selected bidder shall facilitate the same. The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's Service Provider / Testing agency entrusted by the Bank to carry out this work.
2. The Bank's at its discretion may carry out periodic inspection/ quality checks on continual basis and where necessary may reject the products/ solution which does not meet the specifications provided by the Bank. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract. VENDOR shall inform their readiness for the pre-commissioning inspection at least 3 days in advance. All reasonable facilities, tools and assistance including access to drawings should be provided to the Banks officials and their Service Providers during inspection. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff / Service Providers if the site offered for inspection is not as per Bank's requirement or the conditions are not complied with.
3. The site should be ready for inspection as per the stipulated timelines in this tender. If the VENDOR fails to intimate the date of inspection as per the timelines stipulated in this tender, it will be treated as a breach of contract and the Bank reserves the right to levy penalty. The site will not be accepted as complete if any facility as required is not available or not up to the standards projected by VENDOR in their response and the requirement of this tender.
4. There will be an acceptance inspection by the Bank or its nominated Service Providers for the site. In case of discrepancy in facilities provided, the Bank reserves the right to cancel the entire purchase contract. The inspection will be arranged by the VENDOR at the sites

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in the presence of the officials of the Bank and / or its Service Providers. The contract tenure for the site will commence after acceptance of the site by the Bank. The inspection will involve checking of the facilities – like access control, caging, electrical cabling, precision AC, power supply systems, electrical system, no. of points, LAN cabling, racks, seating space, BMS components and tools etc. There shall not be any additional charges for carrying out this inspection.

5. The Bank will take over the site on satisfactory completion of the above inspection. The Installation cum Acceptance Test & Check certificates jointly signed by VENDOR's representative and Bank's official or any Service Provider/auditor/Facility Engineer appointed by the Bank should be received at Bank's existing DR Site i.e. MRO for scrutiny before taking up the request for consideration of payment.

4.21. Right to Visit:

1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to NHB or its designees at any time during normal business hours, as often as NHB deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
2. NHB, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as NHB may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.
3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank..

4.22. Disclaimer:

1. Subject to any law to the contrary, and to the maximum extent permitted by law, NHB and its Directors, officers, employees, contractors, agents, and advisors disclaim all liability from any loss or damage suffered by any person acting 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 omission, default, lack of care or misrepresentation on the part of NHB or any of its officers, employees, contractors, agents or advisors.

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5. DELIVERABLES

- 5.1 The deliverables are applicable as defined in scope of work and required to accomplish requirements laid down in this RFP and implementation of various services including but not limited to bill of material defined in Commercial Bid for this enablement.
- 5.2 The bidder should adhere to the project schedule as stipulated in the below table. Failure to do so would be liable for LD as stated in the RfP, unless Bank grant an extension to the bidder in writing for completion of the activities beyond the timelines as mentioned below. It is completely at the discretion of Bank to grant such an extension.
- 5.3 The reference date for purpose of counting all timelines would be the date of Purchase Order.
- 5.4 The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- 5.5 The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions
- 5.6 The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, acceptance etc. of the deliverables) by the Bidder.

6. PERIOD of CONTRACT

- 6.1 The Bank will enter into service contract cum agreement for 5 years with successful bidder. The contract will be reviewed annually and will be renewed based on satisfactory performance review at Bank's discretion.
- 6.2 The period of contract may be extended for another 5 years based on discretion of Bank. Please note that in case the contract period is extended, the price variation of 10% is allowed from the applicable quoted unit prices in commercial bid exclusive of taxes.

7. INSTRUCTION TO BIDDERS

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

7.1. General:-

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings,

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discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.

- No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, the pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.
- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Service Provider(s).
- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

<u>Susanta Kr Padhi</u> General Manager Email : susanta.padhi@nhb.org.in Telephone : 011-39187113; 01139187000- Extn 113 Fax : +91 - 11 - 24649432	<u>Munish Bhutani</u> Regional Manager Email: munish.bhutani@nhb.org.in Telephone : 011-39187187; 01139187000- Extn 187 Fax : +91 - 11 - 24649432
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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 10.00 am to 6.30 pm on Monday to Friday, excluding public holidays.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSUs/Banks/Financial Institutes in India.

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- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.
- This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which Service Provider will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by NHB for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

7.2. Pre-bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, NHB intends to hold an online Pre-Bid meetings on the date and time as indicated in the RFP. The queries of all the Bidders, in writing, should reach by e-mail or by post, on or before the date of pre-bid meeting, on the email/postal address as mentioned above. It may be noted that no queries of any bidder shall be entertained, which are received after the Pre-Bid meeting.

Clarifications on queries will be given in the Pre-Bid meeting and corrigendum/addendum may be issued, if required. For participation in pre-bid meeting, participants can join the **MS Teams meeting, scheduled on 12-02-2021 at 1500Hrs**, by clicking on following link:

[Click here to join the meeting](#)

7.3. Soft Copy of Tender Document

The soft copy of the tender document will be made available on NHB's website <https://www.nhb.org.in>.

7.4. Cost of RFP

- i. Price of the tender/RFP has been fixed at Rs. 25,000/-. Bidder has to necessarily deposit Rs. 25,000/- (Rs. Twenty Five Thousand only). Account details are mentioned at point 7.13. The proof of payment shall be submitted in the "Technical Proposal" envelope only.
- ii. Bidders who have already submitted the Tender cost during previous Tendering, need not deposit the fee again. Only proof of e-payment is required to be submitted in the technical bid.
- iii. Please note that any bid received without the proof of e-payment will be rejected.

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7.5. Non-Transferability of Tender

This tender/RFP document is not transferable.

7.6. Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting in technical Bids may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the commercial Bid. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. However, NHB may treat offers not adhering to these guidelines as unacceptable. NHB may, in its absolute discretion, waive any non-conformity or irregularity in the offer, which in the opinion of NHB is ancillary and not essential. This shall be binding on all Bidders and NHB reserves the right for such waivers.

7.7. Amendment to the Bidding/Tender/RFP document

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.
- The amendment will be posted on NHB's website www.nhb.org.in
- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. NHB will not have any responsibility in case of any omission by Bidder/s.
- NHB at its discretion may extend the deadline for the submission of Bids.
- NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

7.8. Language of Bid

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

7.9. Masked Commercial Bid

The bidder should submit a copy of the actual price bid (as per the format specified by Bank) being submitted to NHB by masking the actual prices with the technical bid. This is mandatory. The bid may be disqualified if it is not submitted by masking it properly. Bank reserves the right to cancel the bid at the time of commercial evaluation, if the format/detail (except price) of 'Masked Commercial Bid' does not match with the format/detail of actual Commercial Bid submitted.

7.10. Right to Alter Location / Quantities

NHB reserves the right to alter the proposed location/s specified in the tender. NHB also reserves the right to add/delete one or more location/s from the list specified in the tender.

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7.11. Documents Comprising the Bid – Technical Bid & Commercial Bid

7.11.1. TECHNICAL BID

(Please follow the instructions, if any, separately prescribed in the Formats)

1. Bidder's information in the format as prescribed in **Annexure A**;
2. Compliance Statement Declaration in the format as prescribed in **Annexure B**;
3. Information on Minimum Eligibility in the format as prescribed in **Annexure C**;
4. Bidder's Experience details in the format as prescribed in **Annexure F**;
5. List of Deviations, if any, in the format as prescribed in **Annexure R**;
6. The Technical Bid should be submitted in the format as prescribed in **Annexure E** along with the covering letter in the format as prescribed in **Annexure D**. Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., minimum eligibility criteria as per Annexure – 'C'.
7. Any technical Bid containing price information will be rejected.
8. The proof of e-payment of Rs. 25,000/- (non-refundable) towards **cost of RFP** made to NATIONAL HOUSING BANK.
9. Bidder shall submit the Soft Copy of Technical bid in the shape of CD Drive/ USB Drive inside the envelope of Hard copy of the bid.
10. Masked Price Bid listing all the components as listed in Commercial Bid, without indicating the price.
11. Bids without the RFP cost, if any; and EMD amount will be rejected.
12. Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure N** (*The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder*)
13. Any other Annexure required with response to this RFP.
14. Any Other information may be furnished in separate Annexures.
15. Letter of Competency in the format as prescribed in **Annexure J**;
16. Curriculum Vitae (CV) of the Key Personnel in the format in **Annexure S**;

7.11.2. **THE COMMERCIAL BID**

1. The Commercial Bid should be submitted in the format as prescribed in **Annexure H** along with the covering letter in the format as prescribed in **Annexure G**.
2. Documents comprising the COMMERCIAL BID should be:
 - Complete Commercial bid as per Annexure – 'H'
 - Covering letter as per Annexure 'G'.
 - Bidder shall submit the Soft Copy of Commercial bid in the shape of CD Drive (readable) inside the envelope of Hard copy of the commercial bid.
 - Pl note that soft copy of commercial bid containing any deviations or similar clauses may be summarily rejected.
3. ECS Mandate in the format as prescribed in **Annexure I**;
4. In case of multiple bids received by bidder, the bids will be rejected summarily.

Note: Bids without the proof of RFP cost will be rejected summarily.

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7.12. Bid Currency

Bids to be quoted in Indian Rupee only.

7.13. Earnest Money Deposit (EMD)

As per Rule 170 of General Financial Rules (GFRs) 2017, Bidders are exempted from submission of bid security i.e. EMD deposit. Further, in lieu of Bid Security, Bidders are required to submit "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.

7.14. Implementation Schedule:

S.No.	Deliverable	Timeline
1	a) Making the Server / cage area ready with racks and all cabling and available for setting up the Bank's IT infrastructure in racks (Site should be ready with server caging, electrical cabling, LAN cabling and other facilities access control system etc.)	Eight weeks from the date of PO.
2	a) Seating arrangement for Bank appointed onsite personnel (along with necessary furniture, electrical power, access control system etc) b) Site completely ready for Inspection and acceptance testing. c) The site inspection may be conducted by Bank officials / appointed Service Provider / Facility Engg/ System Integrator / Application vendor etc. for this purpose.	
3	a) Shifting, installation and commissioning	
		Ten weeks from date of PO.

The reference date for purpose of counting all timelines as mentioned above would be the date of Work Order.

7.15. Performance Bank Guarantee (PBG)

The selected Bidder will be required to provide a 3% of the total cost of ownership (Please refer Total Cost of ownership of Annexure 'H') as Performance Guarantee (Format at Annexure 'K'), in the form of bank guarantee from a scheduled commercial bank. The performance guarantee should be valid till at least three months period beyond the expiry of contract period i.e. 5 years or such other extended period as NHB may decide. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the Service Provider/Bidder results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the Performance Bank Guarantee submitted by such Bidder. The decision of NHB as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful Bidder.

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7.16. Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for an acceptance period of 6 months from the date of submission of commercial bid.
- In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

7.17. Format and Signing of Bids

Each bid shall be in two parts:

- Part I: consists of MINIMUM ELIGIBILITY CRITERIA, TECHNICAL BID and MASKED COMMERCIAL BID [price bids without any price]. The above contents will be referred to as "TECHNICAL PROPOSAL".
- Part II : covering only the COMMERCIAL BID herein referred to as "COMMERCIAL PROPOSAL"
- The Original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

7.18. Sealing and Marking of Bids

- The envelop shall be addressed to the Bank at the address given below:

The General Manager,
IT Department,
National Housing Bank
Core 5A, 3rd Floor, India Habitat Centre
Lodhi Road
New Delhi – 110003

- All envelopes should indicate on the cover the name and address of bidder along with contact number.
- The Bidder shall seal the envelopes containing Technical and Commercial proposals separately.
- The envelope should be non-window and separately super scribed as "Technical proposal for Co-Location of Bank's DR Site" and "Commercial proposal for Co-Location of Bank's DR Site", as applicable.
- If the envelop is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

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- Bids not sealed properly shall not be considered and will stand rejected without recourse.

7.19. Deadline for submission of Bids

- The bids must be received by the Bank at the address specified, not later than the last date of bid submission as indicated above.
- In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

7.20. Late Bids

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

7.21. Opening of Bids by the Bank

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.
- **Place of Opening of Technical Bids:** New Delhi, (if Bids are opened through VC, bidders will be intimated accordingly)
- The Bidder name and presence or absence of requisite EMD, RFP cost, if any; and such other details as NHB, at its discretion may consider appropriate, will be announced at the time of Technical Bid opening.

7.22. Clarification of bids

During evaluation of Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

7.23. Preliminary Examinations

- The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the bids are generally in order.
- The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- The decision of the Bank is final towards evaluation of the bid documents.

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7.24. Proposal Ownership

The proposal and all supporting documentation submitted by the vendors shall become the property of NHB unless NHB agrees to the vendor's specific request/s, in writing, that the proposal and documentation be returned or destroyed.

7.25. Instructions to the Bidders:

The bidder shall not outsource the work assigned by the Bank, to any third party and attend all complaints registered by the Bank through its own service/support infrastructure only.

7.26. Price Composition & Variation

- The vendor should clearly furnish the cost matrix strictly as per the structure provided in the Annexure 'H'. Any deviation may lead to bid rejection. Also no options should be quoted other than as per the commercial bid. Wherever options are given, the bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis. No price variation relating to cost of consultancy exclusive of taxes (present and future) will be entertained for any work assigned during the period of contract.
- Date of implementation of project shall be date of the sign-off. The same date shall be considered for renewal of support services etc., if applicable.

7.27. Timely availability of Support Services

The vendor should have proper and adequate support mechanisms in place at Mumbai/Navi Mumbai (location of DR-Colo site) to provide all necessary support under this project as detailed in this RFP.

7.28. Manuals and Drawings

The vendor shall provide complete technical and other documentation/s for the services supplied during the period of contract. All the manuals shall be in English and must be clearly indicative of services supplied.

7.29. Bid Evaluation

- The Bank may use the services of external Service Provider for normalization of bids and evaluation of bids
- Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) as per terms of RFP.
- **Detailed bid evaluation methodology and selection of bidder is given in Section 9.**
- Arithmetic errors correction:
 - Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:
 - If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, its bid will be rejected.
 - If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

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- If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
- Figures mentioned in words will be treated as final in case there is mismatch between price quoted in figures and price quoted in words.

7.30. Modification and Withdrawal

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.
- The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid, if Bidder happens to be successful Bidder.
- NHB has the right to reject any or all Bids received without assigning any reason whatsoever. NHB shall not be responsible for non-receipt / non- delivery of the Bid documents due to any reason whatsoever.

7.31. Revelation of Prices

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

7.32. Terms and Conditions of the bidding firms

The Bidding firms are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders are advised to clearly specify the deviations as per Annexure-IV, in case terms and conditions of the contract applicable to this RFP are not acceptable to them. The Bidders should also describe clearly in what respect and up to what extent the equipment and services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

7.33. Local conditions

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

7.34. Contacting NHB or putting outside influence

Bidders are forbidden to contact NHB or its Service Providers on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

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7.35. Proposal Content

The Bidders' proposals are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the proposal. The quality of the Bidder's proposal will be viewed as an indicator of the Bidder's capability to provide the solution and Bidder's interest in the project.

7.36. Banned or Delisted Supplier:

Bidders have to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries. If a Bidder has been banned by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries, this fact must be clearly stated. If this declaration is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid

7.37. Compliance with Laws

- (a) The Service Provider/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- (b) The Service Provider shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Service Provider.
- (c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Service Provider under this contract.

7.38. Intellectual Property Rights

The Bidder warrants that in the event of its selection as the Service Provider: -

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- (a) The Inputs to be provided by it shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (b) It further warrants that the Deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (c) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB. However, NHB shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution.
- (d) The Bidder acknowledges that business logics, work flows, delegation and decision making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.

7.39. False / Incomplete statement:

Any statement/declaration made by the Bidder, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender/Bid process or in the event of his Bid/tender having been accepted, at any stage of the contract, shall render his/their Bid(s)/tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

- 1 If such statement is found at the tender stage, his total earnest money/EMD shall be forfeited and tender/Bid will be summarily rejected.
- 2 In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG.

7.40. Restriction on procurement from a Bidder of a country which shares a land border with India:

- Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

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- However, such registration is not required for being eligible under this RFP in case the Bidders are from countries (even if sharing land border with India) to which Government of India has extended lines of credit or in which the Government of India is engaged in development projects, as per the updated list of such countries given on website of Ministry of External Affairs.
- The Bidder shall also submit a certificate as per the format enclosed as **Annexure XVIII**. If such certificate given by the successful Bidder is found to be false, this would be a ground for immediate termination of the contract and for further legal action in accordance with law.
- For the purpose of this clause:
 - a) “Bidder” (including the term ‘tender’, ‘Service Provider’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - b) “Bidder from a country which shares a land border with India” for the purpose of this Order means:-
 - (i) An entity incorporated, established or registered in such a country; or
 - (ii) A subsidiary or an entity incorporated, established or registered in such a country; or
 - a. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - b. An entity whose beneficial owner is situated in such a country; or
 - c. An Indian (or other) agent of such an entity; or
 - d. A natural person who is a citizen of such a country; or
 - e. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 - c) The beneficial owner for the purpose of (b) above will be as under.
 - i. In case of company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;

“Control” shall include the right to appoint majority of the directors or to control the management or policy decision including by virtue of their shareholding or management rights or shareholders agreement or voting agreement;
 - ii. In case of partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has

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ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.

- d) An Agent is a person employed to do any act for another, or to preset another in dealings with third person.

7.41. Fault reporting, Trouble Ticketing and Call Closure Procedure

- 7.41.1. Bank personnel shall notify the VENDOR data center HELPDESK to report a Service Outage. The VENDOR data center HELPDESK shall have a Trouble Ticket opened for the Bank and Bank shall quote the Trouble Ticket Number in all future communication.
- 7.41.2. Upon opening of a Trouble Ticket, VENDOR shall investigate the reported Service Outage and shall promptly rectify the same.
- 7.41.3. In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to the Bank, before taking the equipment's in maintenance.
- 7.41.4. Any call, which is not resolved within 10 minutes of reporting, must be informed to Bank.
- 7.41.5. Service Provider shall attempt to resolve all Trouble tickets in accordance to the Resolution matrix mentioned above. The resolution could be repair / replacement or providing a work around which does not hamper the normal productivity of the Bank.
- 7.41.6. Upon such rectification, Service Provider shall communicate the same to the Bank and close the Trouble Ticket. Service Provider shall ensure that call closure is done after Bank's acknowledgement.
- 7.41.7. The service window for all the calls shall be 24x7.

8. PRESENT SET-UP

- 8.1. Currently, NHB has its DataCenter at Delhi and Disaster Recovery Site at Mumbai. Both the DC

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and DR are hosted at Bank's own premises.

- 8.2. All the applications, Internet Gateway, Video Conferencing Gateway etc hosted at Data centre and DR Site and accessed by the locations over MPLS VPN based WAN. DR is activated in the event of failure of DC and all the critical services are extended from the same.
- 8.3. Bank has MPLS VPN connectivity in HUB and Spoke architecture connecting all the locations. MPLS VPN and Internet links are procured from multiple service providers viz Tata, Bharti, Reliance and Sify.
- 8.4. Bank has also connectivity with third party networks viz., Negotiated Dealing System (NDS), Reuters, SWIFT etc, at DC and NDS / eKuber system at DR with IFTAS. The connectivity and services are managed by respective vendors provided by IFTAS (Presently Sify and Tata).
- 8.5. Bank has outsourced management of DR site to third party, who has deployed technical resources covering all the areas viz., Windows, Sql Database, Network, Security, Middleware, Backup, Mail etc.
- 8.6. Pl refer appendix-i for Present Infrastructure items at DR Site

9. BIDDING PROCESS (Technical & Commercial) AND BID EVALUATION METHODOLOGY

- 9.1. For the purpose of the present job, a two-stage bidding process will be followed. The response to the RFP will be submitted in two parts:
 - Technical bid Part I
 - Commercial bid Part II
- 9.2. The bidder will have to submit the Technical bid and Commercial portion of the bid separately in two separate red lac-sealed envelopes (wax seal), duly super scribing "Co-location of Bank's DR Site", "TECHNICAL BID" or "COMMERCIAL BID" as the case may be.
- 9.3. TECHNICAL BID shall not contain any pricing or commercial information.
- 9.4. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized by him. The authorization shall be indicated by a written power of attorney accompanying the Bid. All pages of the Bid shall be initialed by the person(s) signing the Bid.
- 9.5. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections shall be initialed by the person(s) signing the Bid.

9.6. Bid Evaluation Methodology

The objective of evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost.

To meet NHB's requirements, as spelt out in the RFP, the selected Bidder must have the requisite experience in providing services in the field of Information and Communication Technology, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the services sought by NHB, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by NHB is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that NHB may adopt. NHB reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation NHB may seek specific clarifications from any or all the Bidder.

It may please be noted that NHB reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.

The details of 'Minimum Eligibility Criteria', provided by the vendor in its response to this RFP, will be evaluated first, based on the criteria described in section 9.7. The technical and commercial responses to this RFP will be considered further only for those vendors who meet the Minimum Eligibility Criteria. Vendors must provide their responses in the format given in Annexure – 'C'.

Techno-Commercial Evaluation i.e. Quality cum Cost Based System (QCBS):

Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70 and Commercial Bid Score a weightage of 30. The technical and commercial response evaluation will be based on the criteria described in following section onwards.

9.7. Minimum Eligibility Criteria

- i) Proposals not complying with minimum eligibility criteria, as enumerated below, will be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the minimum eligibility criteria as defined at Annexure C.
- ii) Bidders are advised to submit supporting documents and clearly flag the same in the technical bid

9.8. Evaluation of Technical Bids

- i) Technical bids received from the Bidder will be opened in the presence of representatives of the bidders who choose to be present as per the schedule notified by NHB. A detailed check & analysis will be subsequently carried out by NHB. Based on responses to 'Minimum Eligibility Criteria', Bidder will be short listed for further technical evaluation.

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- ii) The technical bid will be analyzed and evaluated, based on which the Technical Score (TS) shall be assigned to each bid. Technical Bids receiving a TS greater than or equal to a score of 200 (cut-off marks) will be eligible for consideration in the subsequent round. The Parameters of the Technical evaluation are broadly as follows:

9.9. Technical Bids (Mark Distributions)

The evaluation methodology is further broken down into sub areas as under:

Table 9.9

S.N.	Technical proposal Evaluation	Maximum Score	Qualifying Score
1	Bidders Past Experience	25	15
2	Compliance to Technical Specifications as in Annexure -F .	200	170
3	Proposal Plan Evaluation	25	15
4	Total	250	200

**Bidder to submit supporting documents in this regards as defined for proposed Data Centre site for Bank's DR Site.*

Note: Bank at its discretion may reject the proposal of the Bidder, without giving any reason whatsoever, if in case the submission/responses received from the Bidder or site visits were found to be unsatisfactory.

9.10. Technical evaluation methodology

The detailed technical evaluation methodology is given below:

9.10.1 Bidders Past Experience (Marks 25):

S.N.	Parameter	Mark Allocation	Max. Marks	
1	The bidder must have provided co-hosting space comprising at least 2 Rack space area (per client), at the proposed Colocation DC Sites in Mumbai/ Navi Mumbai, to the organisations/ companies/ BFSIs having head offices in India. Marks for submitted project credentials will be allotted as below:		25	1. Copy of PO or Client certificate. 2. The following details should be highlighted: a) Date of PO / Contract b) Name of Clients c) Scope of Work highlighting requirement of Rack Space
a	Two project having atleast one customer under BFSI Category	15		
b	Five Projects having atleast two customers under BFSI Category	18		
c	Ten Projects atleast three customers under BFSI Category	20		

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d	More than Ten projects having atleast two customers under BFSI Category	25		
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9.10.2 Compliance to Technical requirement as in Annexure F (Marks 200)

- i. Compliance to Minimum Technical Specifications mentioned in Annexure-F will be scored out of a total of 200 marks.
- ii. Major non-compliances could lead to disqualification of the Bidder.
- iii. The compliance mentioned by Bidders in the Annexure-F - Minimum technical specifications will be analysed and scored based on the RFP requirements vis-à-vis solution offered. Bidder must offer Point to point conformity for the technical requirements provided in the requirements sheet.
- iv. Bank shall also carry out Site Visits of the proposed floor in the proposed facility to verify the details and based on which marks will be awarded.
- v. The bidder to make provision of the Bank & Service Providers site visits to the sites offered by the VENDOR to the Bank.
- vi. The Cost for travel and lodging for the team identified by Bank will be borne by Bank for site visits. However, the Bidder may be expected to facilitate these arrangements.

9.10.3 Proposal Plan Evaluation(Marks 25)

- i. Overall proposal evaluation shall have a maximum scoring of 25 marks and will include the evaluation of the following:
 - o Bidder to submit detailed proposal comprising Bidder's detailed work plan along with timelines, proposed solution, and facilities, past experience, etc.
 - o Customer Feedbacks from existing customers along with downtime report during previous year as on date of RFP.
 - o Existing/proposed services and support manpower/structure at place.
 - o Future services/maintenance plan of proposed Co-located site for NHB.

9.11. Terms of Technical evaluation

- i. Compliance to Minimum Technical Specifications mentioned in Annexure-F will be scored out of a total of 200 marks. Bidder past experience and proposal plan evaluation will be scored out of total of 50 marks (25 marks each for the category).
- ii. Only those Bidders, who have qualified in the first two criteria, as defined in Clause 9.9-Table 9.9 (S.No 1 and S.No.2), will be called for online/offline presentation for proposal plan Evaluation, as notified by the Bank. Subsequently, Bids meeting qualification score criteria individually in all the three categories defined in Clause 9.9-Table 9.9, will only be eligible for further commercial evaluation. Please note that Bids not meeting qualifying score in any one of the three criteria will be disqualified for further evaluation.
- iii. Major non-compliances could lead to disqualification of the Bidder.
- iv. The compliance mentioned by Bidders in the Annexure-F - Minimum technical specifications will be analyzed and scored based on the RfP requirements vis-à-vis solution offered. Bidder must offer Point to point conformity for the technical requirements provided

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- in the requirements sheet.
- v. Bank may also carry out Site Visits of the proposed floor in the proposed facility to verify the details. The bidder to make provision of the Bank & Service Providers site visits to the sites offered by the VENDOR to the Bank, if required.
 - vi. The Cost for travel and lodging for the team identified by Bank will be borne by Bank for site visits. However, the Bidder may be expected to facilitate these arrangements.

9.12. Evaluation guidelines

- i. Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected. Bidders will submit index page of the supporting documents while submitting response.
- ii. The minimum qualification score for the Technical Bids would be **200 (cut-off marks)** out of Total 250 marks as defined in clause 9.9 above.

9.13. Financial Bid

Only firms successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Financial Bid Round.

The evaluation of the Financial Bids would be as follows:

- i. The lowest bid (**As per Total value for commercial evaluation "V" of Annexure H**) will be assigned the maximum Financial Score of 100 points.
- ii. The Financial Scores of the other Financial Bids will be computed relative to the lowest evaluated Financial Bid.
- iii. The Financial Score computing methodology is as follows:

$$\text{Financial Score (Bid under Consideration)} = \frac{100 \times \text{Price (Lowest Bid)}}{\text{Price (Bid under consideration)}}$$

9.14. Final Processing

- i. Proposals would be ranked according to their Final Score arrived at by combining Technical and Financial Scores as follows:

$$\text{Final Score (FS)} = \text{Technical Score} \times T + \text{Financial Score} \times F$$

(T - Weightage given to the Technical Bid, F - Weightage given to the Financial Bid, T + F = 1)

- ii. Weightage for the bids are as follows:

I.	Technical Bid	T	70%
II.	Financial Bid	F	30%
Total Weightage			100%

- iii. The firm achieving the highest combined Technical and Financial Score may be invited for negotiations, if required.
- iv. The Bank reserves the right to revise the evaluation criteria, methodology, distribution points and weightages; if it finds it necessary to do so.

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10. COMMERCIAL TERMS AND CONDITIONS

Bidders are requested to note following commercial terms and conditions for this project.

10.1. Price

- a) The Price quoted by the Bidder should include all type of costs.
- b) The price should be valid and firm for full contract period of ____ years.
- c) The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Commercial Bid.
- d) The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of 5 years which may be extended, if required, by NHB.
- e) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- f) Based on the contracted rates, NHB at its discretion may place repeat order/s annually after performance review of the previous year/ assignment.
- g) For any future requirement, order will be placed at the contracted man-day rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of NHB.

10.2. Acceptance

- 10.2.1. The facility will be accepted once the site is made ready as per the SoW, shifting/installation of equipment at respective locations and inspected by the Bank's team and the Bank issues the acceptance in writing
- 10.2.2. The Bidder shall obtain Acceptance Certificate/s from the Bank's, which would contain the date of acceptance
- 10.2.3. The contract period would commence from the date of acceptance.

10.3. Payment Terms

Any payment will be released only after submission of PBG & post-signing of SLA as per the following payment terms:

10.3.1. Payment for Co-location Services and Seating Space

- i. The co-location services charges and seating space charges (25% of annual charges) will be paid quarterly in arrears post the successful commissioning of the co-location site and acceptance of all the relevant requirements under this RfP.
- ii. The quarter will mean calendar quarter(s). However, for the first quarter, the payment shall be from the date of acceptance to the end of that quarter.
- iii. The VENDOR has to submit tax invoices, along with the uptime report. The Bank will be making the payment after deducting TDS.
- iv. LD/penalty and any other charges that are due to the Bank on account of non-

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compliance of SLA Terms & the uptime guarantee as per the Tender for the quarter will be deducted in subsequent quarter. The VENDOR has to collect the LD statement from the Bank and submit credit note / invoice towards LD along with invoice for the quarter, the net of the same will be released.

10.3.2. One Time Charges

- i. Cost of the One Time charges would be payable on successful commissioning and completion of the acceptance test exercise by the Bank for all the activities/ services deemed to be one time installations in this RfP document.
- ii. LD and any other charges that are due to the Bank on account of non-compliance of SLA Terms will be deducted while releasing the one time charges.
- iii. The bidder to submit the credit note for the LD/penalty while claiming the payment. The net of the invoice value and credit note will be released to the bidder.

10.3.3. Payment of Power Charges

No Power charges will be paid separately as the same are bundled as rated power with Rack charges as mentioned in commercial bid.

10.3.4. Payment for Optional Items

- i. Cost towards optional items would be payable as per contracted rate on successful completion of the work and acceptance by the Bank.

10.3.5. Other Payment Terms

- i. No advance payment will be made against any of the heads in commercial bid.
- ii. In case of delay in commencing services, payment will be made on pro-rata basis for the services delivered after deducting applicable LD, if any.
- iii. Payment for any quarter will be made after deducting TDS/other taxes and applicable LD pertaining to the previous quarter. Bidder will be required to furnish the documentary proof while claiming the appropriate payment.
- iv. All the payments will be made in India Rupee only, by respective centres of the Bank electronically through RTGS/ NEFT within 30 days from date of receipt of undisputed invoice along with credit note/invoice, if applicable. Hence, Bidder to submit Bank Mandate Form (as per Annexure -XI) along with cancelled cheque in original with Minimum Eligibility bid.
- v. Any dispute regarding the invoice will be communicated to the selected Service Provider within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.
- vi. On receipt of payment advice from bank, bidder has to acknowledge the same and submit payment receipt / confirmation.
- vii. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- viii. There shall be no escalation in the prices during the period of 5 year of contract as

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per terms of RFP. Payment will be released by IT Dept., Delhi as per above payment terms on submission of invoices along with relevant supporting documents.

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

10.3.6. Payment in case of Termination of contract:

- i. In case the contract is terminated payment will be made on pro rata basis for the period services have been delivered, after deducting applicable LD, TDS and adjusting other pending charges, if any.
- ii. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.

11. GENERAL TERMS AND CONDITIONS

- 11.1** The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.
- 11.2** All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 11.3** Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.
- 11.4** NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 11.5** NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with

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any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.

- 11.6** Support/Service window has been defined as **9.00am to 9.00pm**, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.
- 11.7** Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 11.8** On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein, after a period of 30 days after completion/execution of the assignments/contract.
- 11.9** Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.
- 11.10** NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 11.11** The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.
- 11.12** The Commercial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- 11.13** By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.
- 11.14** Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.

11.15 Termination Clause

NHB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:

- i. Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a financial year.
- ii. Bidder fails to perform any other obligation(s) under the contract.
- iii. Any threat is perceived or observed on the security of bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by service provider.
- iv. However either party, in the case of termination, will give 3 months' notice to the other party.

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- v. The Bank, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to perform satisfactorily elapsing 4 weeks from the date of work order, due to any reason apart from related to Bank as mutually agreed.
- vi. The Bank may, at any time terminate the contract by giving written notice to the Service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

11.16 Acceptance Of Work Order/ Letter Of Award

NHB will notify the successful Bidder in writing by issuing a letter of award/work order in duplicate. The successful Bidder has to return the duplicate copy to NHB within 7 working days from the date of the letter of award/work order duly accepted, and signed by Authorized Signatory in token of acceptance. However, NHB has a right to cancel the letter of award/work order, if the same is not accepted within the stipulated period.

11.17 Definitive Agreement

The successful Bidder will sign Service Level Agreement (SLA) substantially in the format as provided in **Annexure L** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure M** with NHB within 15 days of the letter of award (LoA) or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

11.18 TAXES

Only GST will be paid by NHB on actual basis as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Bidder. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Service Provider.

11.19 Liquidated Damages/Delivery

11.19.1 Delivery of Infrastructure

- i. Bidder has to deliver the infrastructure, such as providing cage space with racks, LAN, electrical, Inter-Rack Connectivity, MUX connectivity to each rack, the sitting area as required for this project & mentioned in Commercial Bid, as per timelines defined at clause 7.4 of this RFP.
- ii. In case of delay, Bidder will have to pay late delivery charges to the Bank @ 0.5% of the total contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total contract value inclusive of all taxes, duties, levies etc.

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- iii. If delay exceeds 4 weeks from due date of delivery / commissioning or late delivery charges exceeds the maximum percentage of 5%, Bank reserves the right to cancel the order without recourse.

11.19.2 Availability (A)

- i. Inability of the solution (entire Infrastructure provided by the VENDOR - for example AC, UPS, DG, Power etc.) to deliver the required functionality at performance levels expected at the specified volumes (including the expected increase in volumes) detailed under the above clauses would result in breach of contract and would invoke the LD clause.

A $\geq$ 99.982%	No Penalty
99.90% $\leq$ A < 99.982%	2 days equivalent of charges of that year's total datacenter co-hosting amount, on a prorated basis.
98.00% $\leq$ A < 99.90%	5 days equivalent of charges of that year's total datacenter co-hosting amount, on a prorated basis.
A < 98%	Penalty at the rate of 1% of annual rental charges for every 0.1% lower than 98%.

- ii. Record and data for the Service Availability computations and determinations as available in "Availability" report.
- iii. The LD will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled after due notice of 30 days (with cure period of 30 days)
- iv. Total Data Centre co-hosting charges shall be as per the definition provided in Annexure -I as Commercial Bid.

11.20 Availability Service Level Default

- i. Availability Service Level will be measured on a monthly basis
- ii. The VENDOR performance to Availability Service Levels will be assessed against Minimum Service Level requirements on a monthly basis for each criteria mentioned in the Availability measurement table at clause 4.14 of this RFP.
- iii. An Availability Service Level default will occur when the vendor fails to meet Minimum Service Levels, as measured on a monthly basis, for a particular Service Level

11.21 Liquidity Damages Calculation Examples

Example 1

If the Data Centre Co-Hosting Charge is 1,00,00,000 and the VENDOR achieves an

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Availability of 99.6% in the month of May (31 days). Penalty to be levied 2 days equivalent charges for that year's for Centre Co-location amount, on a prorate basis.

Per Day Charges = Rs. (1,00,00,000/-) / 365 = INR 27,397.30.

LD = 2 X 27,397.30 = INR 54,794.60.

Example 2:

96.2% is the Availability achieved in a particular month and the yearly colocation charge is 1,00,00,000 INR

98 % - 96.2 % = 1.80%

1.8 / 0.1 = 18 points LD

1% annual charge = INR 1,00,000

18 X 1,00,000 = INR 18,00,000.

11.22 Use of Contract Documents and Information

The Service Provider shall not, without NHB's prior written consent, make use of any document or information provided by NHB in Bid document or otherwise except for purposes of performing the contract.

11.23 ASSIGNMENT

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

11.24 DURATION OF CONTRACT

Bank will enter into a service contract with successful bidder for a period of 5 years from the date of Work Order. Bank may extend the work order on same terms and conditions at its discretion.

11.25 Pre-Contract Integrity Pact Clause

A "Pre-Contract Integrity Pact" would be signed between NHB and the Bidder. This is a binding agreement between NHB and Bidders. Under this Pact, the Bidders agree with the Buyer to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per Annexure – 'N'. The same shall necessarily be submitted along with the Technical Bid.

In this regard, NHB has appointed Shri Kishore Kumar Sansi, Ex-MD of Vijaya Bank (email id kishoresansi1@gmail.com) and Shri Rakesh Rewari, Ex-DMD, NHB (email id : r_rewari@yahoo.com) as independent external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission.

The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact:

- (i) Denial or loss of contracts;
- (ii) Forfeiture of the EMD/Bid security and performance bond/PBG;
- (iii) Liability for damages to the principal and the competing Bidders; and

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(iv) Debarment of the violator by NHB for an appropriate period of time.

The Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior compliance program for the implementation of the code of conduct throughout the company.

-----XXX-----

12. Annexures

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Annexure 'A' (Bidder Information)

PART - I: Bidder Information

Please provide following information about the Company (Attach separate sheet if required): -

S. N.	Particulars	Documents to be Submitted	Bidders Response (to be filled in by bidder)
1	Name of the bidder entity		
2	Year of establishment		
3	Ownership of the bidder or entity		
4	Registration number and date of registration.	<i>Copy of Registration Certificate.</i>	
5	Registered Office Address.		
6	GST Number	<i>Copy of GST Registration certificate</i>	
7	PAN No.	<i>Copy of PAN number.</i>	
8	Promotor / Director Details		
a	Name		
b	Designation (Promoter / Director)		
c	Mobile No.		
d	Mail Id		
9	Address of bidder Office at Mumbai with contact numbers		
a	Address		
b	Land Line No.		
c	Mail Id.		
d	Mobile No.		

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11	Contact Details of Bidders authorized Representative (on whose behalf Power of Attorney issued).			
a	Name			
b	Designation			
c	Mobile No.			
d	Mail id			
e	Specimen Full Signature and initials.			
12	MSME Details			
a	Whether Bidder MSME (Yes/No)			
b	MSME Registration No			
c	Date till which MSME Certificate is valid.			
d	Attested Copy of MSME Certificate attached. (Yes /No)			
13	Any pending or past litigation (within three years)? If yes please give details Also mention the details of claims and complaints received in the last three years (About the Company / Services provided by the company).			
14	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Year	Turnover	Net Profit/Loss (-)
		2017-18		
		2018-19		
		2019-20		

Audited/Provisional/CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to be submitted.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure 'B'- (Compliance Statement Declaration)

We hereby undertake and agree to abide by all the terms and conditions stipulated by NHB in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of Bids.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure 'C' - (Minimum Eligibility Criteria)

Following format has to be filled by the Bidder and has to be submitted in a separate envelope along with softcopy and relevant documentary proof.

Bidders will submit index page of the supporting documents while submitting response.

SRL No.	Eligibility Criteria	Compliance (Yes/No)	Document Required/ Proof to be Submitted
1.	The bidder must be an Company/LLP/Partnership Firm incorporated in India and registered under the Companies Act/ Limited Liability Partnership Act as applicable, for the last 3 years (as on date of RFP).		Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office
2.	The proposed Site should meet minimum Tier 3/Rated 3 specifications		a) Publicly available information of the proposed data-center along with an undertaking on a VENDOR letterhead, clearly mentioning that the Data Centre Premise is complying with Tier 3/ Rated 3 [or higher requirements, is to be submitted. b) A valid certification copy from the authorised agency to be submitted. c) Undertaking / declaration on bidder letter head with the details of the proposed address duly attested, signed and stamped to be submitted.
3.	The Bidder to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder(self-certified letter)
4.	Bidder must have provided Data Centre co-hosting facility to at least 5 Companies of which at least 1 should be a financial institutions (BFSI) at their proposed co-hosting sites in Mumbai, India.		Self-declaration supported by Work orders issued from Companies hosting sites at the SP's co-hosting facility clearly mentioning that they have taken DC/DR co-hosting Facility from the Service provider.

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5.	The VENDOR should have atleast three of below certifications / compliance document:		Letter/Certificate from the certified agency.
a)	ISO 27001 or BS 7799 - 3 Certified (Compulsory)		Copy of certificate for compliance to be provided.
b)	NFPA 70 & 75 Compliance		Copy of certificate for compliance to be provided.
c)	IS 1893:1984 Seismic Compliance		Copy of certificate for compliance to be provided.
d)	TIA 942 compliance for Rated 3 (for at least two) of the following - Architectural, electrical, cooling/mechanical, and network/telecommunication.)		Copy of certificate for compliance to be provided.
e)	ISO 20000-1 Certified		Copy of certificate for compliance to be provided.
6.	Air Quality in Co-hosting site should be of severity level G1 (mild) as per ISA-71.04 or Equivalent.		Air Quality Report along with an undertaking on a Bidder's letterhead, clearly mentioning that Air Quality in Data Centre Co-hosting site has severity level G1 (mild) as per ISA-71.04 or Equivalent Severity Level parameter confirming with Copper Reactivity Level < 300 angstroms and Silver Reactivity Level < 200 angstroms. Copy of certificate, certifying above and issued to Bidder in this regards is to be submitted.
7.	Should currently have an annual turnover of at least Rs. 50 Crores per annum for last 3 financial years (i.e. 2017-18, 2018-19 and 2019-20).		CA Certified copy/ Audited Financials to be provided
8.	Must be operating profit making entity continuously from the last three financial years (i.e. 2017-18, 2018-19 and 2019-20).		CA Certified copy/ Audited Financials to be provided
9.	Should be DC operating business for a minimum period of 3 yrs.		Proof required

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10.	Should not be blacklisted / debarred by any Statutory or Regulatory Authorities in the past 1 year (As on the date of submission of bid.)		Declaration from authorised signatory required
11.	The Service Provider's proposed site should be situated in Mumbai/Navi Mumbai.		Site Address proof to be provided
12.	The bidder must be the owner of the proposed Data Centre provided to the bank or in case of leased premises, an unexpired lease period must be for 10 years from the RFP date.		Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory
13.	The bidder should submit Pre-Contract Integrity Pact as per format provided in the RfP.		Duly executed on Rs 100 stamp paper to be provided
14.	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the Bid signing in favour of Bidder representative who would be signing all the pages of the bid.		Power of Attorney authorizing the Bid / Board Resolution copy to be provided
15.	Bidder should have direct support offices in Mumbai for providing 24 x 7 x 365 Technical Support.		Self-certified letter signed by authorized official of the bidder mentioning address of direct support offices.

Note:

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

In case of audited balance sheet for FY 2019-20 is not available, the bidder to ensure that CA certificate attached should have details of turnover, networth and Cash profit details.

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

Date

Signature of Authorized Signatory ...

Place

Name of the Authorized Signatory ...

Designation ...

Name of the Organization ...

Seal ...

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Annexure 'D'-(Technical Bid Covering Letter)

Date :

To
The General Manager
National Housing Bank,
Information Technology Department
Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi – 110003

Dear Sir,

Technical Bid: Co-location of Bank's Disaster Recovery Site & Services

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical Proposal and a commercial Proposal. The minimum eligibility criteria and technical proposal are put in one envelope and the commercial proposal in separate envelope.

We also enclose masked Commercial Bid.

We understand you are not bound to accept any proposal you receive.

Dated at _____ / _____ day of _____ 2021.

Yours faithfully,
For

Signature
Name:

Address:
(Authorised Signatory)

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Annexure 'E'-(Technical Bid Format)

Technical Bid Format

Bidder response to the Technical Bid of this Tender document must be provided as detailed in Section 7.3 of the RFP. Any extra information may be provided as separate section at the end of Technical Bid document. Technical bid should be submitted with covering letter.

1. Details as detailed under Chapter 7.10
2. Technical Proposal Covering Letter (as per Annexure –'D')
3. Technical Specifications as per Annexure-'F'

Note: Bidder must submit softcopy of complete technical bid inside the sealed envelope meant for 'Technical Proposal'.

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Annexure 'F'- (Technical Evaluation Requirements)

I. Technical Specifications/Technical Scope:

S.N.	Parameters		Weightage	Bidder's Response/ Compliance	Bidders Comments / Details of Proof attached.
1	Tier 3/ Rated 3 or above Certification		5		Copy of valid certificate/proof to be provided
2	The facility should be either owned by bidder or on lease with unexpired lease duration of 12 years as on date of RFP.		6		
a.	Owned / Leased but exclusive Data centre building	6			
b.	Owned / Leased but shared with multiple tenants	3			
c.	The bidder to submit Annexure - P along with documents.				
3	Age of Building		4		
a.	Less than 12 years	4			
b.	More than 12 years	3			
4	The Data Centre facility building should be away from hazardous chemical materials, LPG storage areas, chemical go-downs and other storage facilities meant for dangerous commodities.		3		
5	The proposed datacenter building should not be in low lying and flood prone area.		2		
6	The structural strength of the proposed building should have been certified and latest report to be available. For certificate older than One year old, a declaration by the authorised official is required to submitted declaring that no internal structural changes/fitment is carried out since the issuance of pervious such certificate along with the copy of original/latest such certificate.		2		
	Copy of report/ certificate to be attached.				
7	The proposed DC building should be covered under comprehensive insurance on ongoing		2		

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	basis including risk related to earthquake, floods, fire, lightening, terrorist attacks etc.			
	<i>Copy of last year and current year insurance report to be attached. (Yes/No)</i>			
8	The bidder proposed site should have following compliance / certifications:			
	NFPA 70 & 75	2		
a.	<i>Self-certification from Bidder's authorised personnel w.r.t. data center services, to be submitted.</i>			
b.	IS 1893:1984 seismic Compliance	1		
c.	TIA 942 compliance	1		
d.	PCI DSS	1		
e.	ISO 20000	2		
f.	ISO 9001	2		
g.	Compliance to ASHRAE Standards minimum 90.4 of Energy Efficiency	1		
	<i>Self-certification from Bidder's authorised personnel w.r.t. data center services, to be submitted.</i>			
	The bidder to provide clear space area proposed / considered for Bank for :			
	Bank's DR Setup: 03 racks, scalable to 04 racks. (<i>Layout Diagram of proposed site providing complete details / position of CCTV cameras, smoke & fire detectors etc. to be provided.</i>)	7		
9	Freight Lift - The data center should have high capacity freight lift (3 Ton capacity) for ease of movement of servers and high-density network devices.	5		
10	The doors for the server room, communications room, and other critical areas should be fire rated for minimum 2 hours.	3		
11	The server room area should have a raised floor height of minimum 2ft.	2		
12	The server hall height from raised floor to false ceiling should be at least 08ft.	2		
13	The false flooring in server hall should be fire resistant.	2		
14	The Data Centre Site should have microprocessor based system to detect water leakage.	2		
15	The Data Centre site should have electronic rodent control systems with operation-ability on varied frequency range.	2		

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16	All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis.	2		
17	There must be power backups in place for running the Building Monitoring system in the event of power outage.	2		
18	Each component of data centre must allow concurrent maintenance without disruption to supply of services to data halls or support areas.	2		
19	The data Centre should have load bearing capacity of 1500Kg / Sq. m.	1		
20	Two independent power suppliers/ substations/ Grid Level redundancy each capable of supporting the site independently. <i>Details of power arrangement to be submitted.</i>	7		
21	The incoming supplies from alternate power sub-stations arranged as N+1 (minimum), each entering the site from diverse paths and each terminated in separate fire-resistant enclosures.	4		
22	Whether the utility power enter the site via overhead or underground conduits and/or duct Bank's? Diesel Tanks (for generators) - The data centre should have high capacity diesel tanks for ensuring 24-hour power backup with contracts for fuel supply on demand. Bidder to submit requisite copy of contract/supporting documents in this regards.	4		
23	The Diesel tanks should be underground.	3		
24	Generators should be capable of providing power for 24 hours and continuously even during refilling.	4		
25	The entire solution should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source without any disruption.	2		
26	Comprehensive Power Audit in the last two years / Record of past incidents.	2		
27	The design for cooling infrastructure at the data centre should be in lines with standard guidelines to support high density cooling needs.	2		
28	Redundant CRAC units to facilitate High density cooling needs	2		

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29	Biometric Access to the common entry to the Server room/ Server Hall area should be available	2		
30	The offered space to Bank for co-location should preferably not be top floor /ground Floor.	3		
31	<i>Following Details of cage area to be submitted:</i>	5		
	a) Layout of area allocated to Bank.			
	b) Size of cage area proposed.			
	The server cage area entrance and exit should be accessible using biometric access.			
32	The racks in cage area should be of 42U size with horizontal and vertical cable managers and the bidder to provide inter-rack cabling using patch panels, cross connects to communication area, cable managers for structured cabling, redundant power strips, earthing for each rack etc. as per commercial bid.	1		
33	The bidder should be able to provide space in the same server hall contiguous to the existing cage area for addition of racks at the contracted rate during the period of contract. In case bidder decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with Bank.	2		
34	UPS should be configured in redundant mode.	2		
35	Two separate power paths from the UPS to be provided to the server / network communication room. <i>Details of UPS arrangement to be submitted.</i>	7		
36	The proposed caged area should be well covered in the fire detection and suppression system	2		
37	There should be CCTV monitoring for surveillance of the server hall area. The CCTV surveillance should cover Bank's Server / Cage area and other critical areas where Bank's components are placed. The CCTV cameras should cover in row view of both front & back side of the racks row, within the Bank's server area. The CCTV camera should cover the entry & exit to the Bank's server area.	3		
38	Smoke detection and fire suppression system should cover proposed Bank's server caged area.	3		
39	The temperature in the server hall should be maintained at 21 +/- 2deg C	3		
40	The humidity at the data centre should be maintained at 50 % +/- 5% RH.	1		

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41	The server halls should have advanced fire detection & suppression system through systems like VESDA, FM 200/FE 227, NOVEC 1230 respectively	1		
42	The Server room / Server Hall area should have precision air conditioning or equivalent with redundancy.	2		
43	The CCTV Feeds should be provided to Bank only if the request is carried out by Bank's authorised official. As standard offering, CCTV coverage would be given covering the entire Cage along with 90 days video archival.	1		
44	Availability of 3 phase, 4 wire power system in sever hall / cage area.	3		
45	The Server room area should be provided with Water Leak detection system and fire alarm system	3		
46	Air Quality in the data center site should be of severity level G1 (mild) as per ISA -71.04 or Equivalent as mentioned in Annexure C (MEC Point-6)	3		
47	CCTV recordings and archival of activities			
a.	CCTV footage kept for 3 months (90 days).	4		
b.	The vendor should be able to share the video monitoring data in case required by Bank	2		
48	Entry & Exit should be restricted and monitored and should also be in CCTV surveillance coverage	3		
49	Telecom junction box, multiplexers of various service providers at least Bharti, Tata, Sify, BSNL/MTNL, Reliance to be available in and around the building. Details of service providers who's MUXs are available at site(s) to be submitted.	1		
50	<i>The bidder to provide details of service provider MUX available currently in the Data Center.</i>	3		
	If the Telecom junction box, multiplexers of service provider from whom Bank would be getting the links is not available then the DC service provider should allow the commissioning of the same and provide power and space without any cost to Bank.. The communication room should have sufficient			

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	space for installation of additional MUX with other facilities like power.			
51	The co-location facility VENDOR should extend the link terminated by the link service provider on the junction box till the server room where the Bank's equipment will be located.	3		
52	Data centre vendor should ensure fibres from multiple providers are fed to the site from two independent diverse paths/channels in redundant manner.	2		
53	The future link extension from the bidder communication room till the cage/rack area will be done by the bidder as per contracted rate.	3		
54	99.982% Uptime on monthly basis is required for the VENDOR Data centre.	2		
55	Audit reports of people accessing the Server room should be available as and when required by Bank.	10		
56	Vendor shall provide the electrical cabling required by the racks to be hosted in the Data Centre	3		
57	The seating area should include the desk, chair, drawer which can accommodate three box files with locking facility per seat, UPS power connections (three per seat), network connections from Bank's server area / LAN (two per seat) etc. Vendor shall factor sufficient work area per seat. In addition, vendor shall provide adequate space for the movement within the enclosed seating area. <i>Details of seating area proposed to Bank should be submitted.</i>	2		
58	The network link/connectivity required between seating area and Bank's server area shall be provided by the vendor	5		
59	In addition to the purchased seating area, immediate arrangement (for seating, power and network) should be made to Bank's team of around 2 people in disaster situation to access systems hosted in DC.	3		
60	Gate passes to enter Data Centre for Bank's representatives should be free of cost	3		
61	Critical Services like power, UPS, Genset etc. are managed by:	5		
a.	Own dedicated staff of the bidder	5		

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b.	Outsourced to third party	3			
62	The proposed datacenter should have multi layers of physical security.				
a.	Site Perimeter (Public Zone)	1			
b.	Perimeter Security (Reception Zone)	1			
c.	Facility control (Operating Zone)	1			
d.	Server Hall (high security Zone)	2			
	<i>Details of security arrangements in the Data Center to be submitted.</i>				
64	Total		200		

NOTE

1. The bidders response column should contain/enclose the comments/proof/details as applicable, Yes/No will not be accepted.
2. The proof, wherever applicable to be attached and tag number of same to be specified in the response.
3. The bidder to take necessary approvals from the customers whose reference is provided to the Bank.

(Authorised Signatory)

(Name & Designation, seal of the company)

Date:

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Annexure 'G'-(Commercial Bid Covering Letter)

Date:

The General Manager
National Housing Bank,
Information Technology Department
Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi – 110003

Dear Sir,

Commercial Bid – Co-location of Bank's Disaster Recovery Site & Services

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal [\[Insert RFP Number\]](#) dated [\[Date\]](#), and our Proposal (Technical and Commercial Proposals). The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal, i.e., [\[Insert date\]](#).

Yours faithfully,
For

Signature

Name
Address

(Authorised Signatory)

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Annexure 'H'- (Commercial Bid Format)

The structure of the Bidder's commercial response to this tender must be as per following order. The Commercial Bid Response must be submitted with Commercial Bid covering letter, format of which is given at the end this section.

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Masked commercial Bids must be given with technical Bid. All the pages of commercial Bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes, charges and other levies.
- Bidder must submit softcopy of complete commercial Bid inside the sealed envelope meant for 'Commercial Proposal'.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the commercial Bid. Failure to do so will make the Bid liable to be rejected.
- The commercials quoted in the commercial Bid are valid for six months from the date of opening of commercial Bids.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Co-location of Bank's DR Site & Services – National Housing Bank

PART A – Bank's DR Site Co-location

1. RECURRING CHARGES

a. DC Co-location Charges

Table -1:

Description	Qty.	Unit Cost Details Per Annum			Total Cost for Five Years
		Cost	GST	Total	
	A	B	C	D=B+C	F1=AxDX5
Co-location charges* for DC (Racks). [Two Server Racks + One Network Rack]** <i>Each Rack must be 6 KVA rated, bundled Power with N +N active critical power source with 2 Nos of 32 Amps (3phase) Active Industrial standard socket provision.</i>	03				

****unit rates will be valid for additional rack in the allotted cage during the period of contract**

***includes electricity charges based on rated KVA, no separate electricity bill will be paid**

b. Seating Space Charges

Table -2:

Description	Qty.	Unit Cost Details Per Annum			Total Cost for Five Years
		Cost	GST	Total	
	A	B	C	D=B+C	F2=AxDX5
Charges for Seating Space at DC (seats) enabled with one telephone extension/line to reach BCP Seats/Bidder's Hands & Eye Support Desk. Mobile phones will be allowed to BCP engineers to take/receive calls. (Charges, if any, for enablement of telephone/extension connectivity will be borne by Bidder, separate bill will not be processed)	02				

a. Total Cost for Five Years

Table -3:

Description	Total Cost for Five Years	Total Cost in Words
TOTAL Charges for Data Centre Co-location and Seating Space 'X' = (F1+F2)		

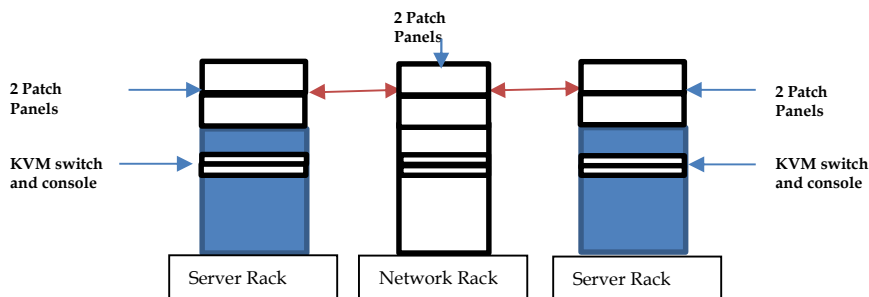
RFP for Co-location of Bank's DR Site & Services – National Housing Bank

2. ONE TIME CHARGES

Table – 4

S.N.	Description	Qty.	Unit Cost Details per Annum			Total Cost
			Cost	GST	Total	
		A	B	C	D=B+C	E = DXA
1	Caging Charges to accommodate 4(four) rack space [3 active and 1 Network or Server Rack for future expansion].	04				
2	Inter-rack cabling charges*	03				
3.i	Cross connect charges (Copper)	01				
3.ii	Cross connect charges (Fiber)	01				
4	Lift and Shift Charges (inclusive of insurance)	LS				
5	Dedicated Biometric Access Control for cage.	01				
6	Electrical cabling #	03				
7	32 port KVM Switch and console (including cabling/connecting requirement)	02				
8	Hands and Eye Support (24X7).	05hr				
9	32 amp STS Switch	2				
Total One Time Charges ('Y')						

*Service provider will suitably provide inter-rack connectivity through patch panel(Copper(CAT6A)/Fibre LIU), as depicted below, from day 1, between 1 network rack(copper - 48 port and Fibre LIU - 24 ports) and 2 server racks (Copper - 24 ports and Fibre LIU - 12 ports).



#includes_dual power strip (3 phase 32 amp PDUs) with min. 24 sockets (Combination of C13 (21) & C19 (3no) in each rack in high availability from day 1.

Note: The quantity provided by the Bank are indicative and will be considered for bid evaluation purposes only. Bank will place the order on the basis of their actual requirement and the unit rate will be considered accordingly.

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- i. Please note that No extra cost for above enablement (Table 4) such as patch cords/cables/ power cords/converters etc in this regards will be borne by the Bank.
- ii. If there is a requirement of additional item mentioned at Table-5 at the time of implementation, the Service provider will provide the infrastructure accordingly on approval from Bank. The additional payment will be released as per terms of RFP.

3. OPTIONAL/FUTURE CHARGES

a) During first five Years of Contract (as and when required during the period of entire contract)

- (i) These charges will be valid till the entire contract period including extensions thereof. Bank will not pay any recurring charges against these items. Quantity is for TCO calculation only.
- (ii) Order will be placed on actual requirement as and when it arise as per Table -6 below:

Table- 5

S.No	Item Description	Qty.	Unit Cost Details per Annum			Total Cost
			Cost	GST	Total	
		A	B	C	D=B+C	C = A x D
1	Caging Charges for additional rack (per square feet)	1				
2	Inter-rack cabling charges as per Table 4 (per rack)	1				
3.i	Cross connect charges (Copper)	1				
3.ii	Cross connect charges (Fiber)	1				
4	Patch panel Charges (Fiber 12 port)	1				
5	Patch panel Charges (Copper 24 port)	1				
6	Hands and Eye Support (24X7). (1 Hr)	1				
7	Electrical Cabling (as per table 4)	1				
10	32 port KVM Switch & Console	1				
11	Power Charges - Per KVA	1				
12	32 amp STS Switch	1				
	Total of Optional Charges 'Z'					

I. Total Cost of Ownership (TCO)

Table-6

S.No.	Parameter	Total Cost Incl. Taxes	Total Cost in words
1	Total Cost of Ownership during 5 yr period of Contract [O] = (X+Y+Z) Total Contract Value [Cv] = X+Y		

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II. Commercial Evaluation

a. Total value be considered for Commercial Evaluation:

S.No	Item Description	Total Value
1.	Total Value for Commercial evaluation. [V= 40% of X + 40% of Y + 20% of Z]	

Note: This value (V) will be used to arrive at lowest bidder for further evaluation as per terms of RFP

Bidders are requested to please make note the following:

- Price for all the components will be considered for evaluation of commercial bid.
- Masked commercial bids must be given with Minimum Eligibility Bid, failing which bids shall be liable to be rejected. Masked fields should be mentioned as 'Quoted'. Partial commercial bid shall not be accepted.
- Rates quoted herein in commercial bid are valid till the end of the contract.
- Post 5 year of contract, the existing service contract may be renewed for another 5 years at discretion of Bank on the same terms and condition. In case the contract is extended 10% variation may be permitted at discretion of Bank.
- The quantity provided by the Bank are indicative and will be considered for bid evaluation purposes only. Bank will place the order on the basis of their actual requirement and the unit rate will be considered accordingly.
- All the rates must be quoted in INR.
- While the bidder's short listing will be done based on QCBS evaluation methodology defined in the RFP, purchase order for 1st year and renewal order for 2nd year onward shall be placed in respective years.
- Conditional commercial bids would be rejected.
- The Bank shall release separate purchase orders for Optional Items, if and when required. In case of exigency, the bidder will take prior approval from Bank for arranging/implementing equipment/services etc based on unit rate as per commercial bid and payment will be released accordingly.
- No separate price structure / format will be accepted.

Authorized Signatories

(Name & Designation, seal of the company)

Date

RFP for Co-location of Bank's DR Site & Services – National Housing Bank

ANNEXURE 'I'-(ECS MANDATE) [To be submitted along with Technical Bid]

FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT FROM NATIONAL HOUSING BANK

(Please fill in the information in CAPITAL LETTERS)

1. Name of the vendor/supplier _____

2. Address of the vendor/supplier _____

City _____ Pin Code _____

E-mail id _____

Phone /Mobile No. _____

Permanent Account Number (PAN) _____

Service Tax Registration No. _____

TIN No. _____

3. Particulars of Bank Account

A. Name of Account same as in the Bank _____

B. Name of the Bank _____

C. Name of the Branch _____

D. Address of the Branch with Tel No. _____

E. Account No. (appearing in Cheque book) _____

F. Account Type (SB, Current, etc.) _____

G. MICR No. _____

H. IFSC Code of the bank branch (to be obtained from the respective branch) _____

I/We hereby authorize National Housing Bank to credit payment(s) to my/our above bank account by ECS.
(#ECS will accepted on centers where the facility is available).

I/We hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all by ECS for reasons of incomplete or incorrect information, I/we would not hold National Housing Bank 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 RTGS/NEFT.

I also agree that without prejudice to the generality of the foregoing, in the event National Housing Bank is not able to carry out the ECS instructions given by me, National Housing Bank may make such arrangements for payment as deemed appropriate by it, for effecting the transaction.

Place:

Date:

Authorized Signatory/ies

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank

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ANNEXURE 'I'- (Letter of Competence Format)

[To be submitted along with Technical Bid]

[To be executed on a non judicial stamp paper]

Letter of Competence for Quoting against NHB's RFP No. /

This is to certify that we [\[Insert name of Bidder\]](#), Address.....are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number/type of resources to be deployed by us for the purpose will be adequate to meet the requirement and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Co-location of Bank's DR Site & Services – National Housing Bank

ANNEXURE 'K'-(Format of Bank Guarantee)

(Format of Bank Guarantee)

(To be executed on a non- judicial stamp paper)

To

National Housing Bank

In consideration of the National Housing Bank (hereinafter referred to as "NHB", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. _____ having its registered office at _____ (hereinafter referred to as "the Service Provider", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract to provide _____ on terms and conditions set out in the Request for Proposal dated _____ ("the RFP") and the Service Level Agreement dated _____ ("the SLA") (hereinafter the RFP and the SLA are together referred to as "the Contract"), and the Service Provider having agreed to provide a performance bank guarantee for the faithful performance of the services as per the terms of the "Contract" including the warranty obligations /liabilities under the contract of equivalent value amounting to _____ (Rupees _____ Only), which is ____ % of the value of the Contract, to NHB in the form of a bank guarantee,

We, _____ (Name) _____ (Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Service Provider do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees. _____) (hereinafter referred to as the "Guaranteed Amount") and undertake to pay NHB the Guaranteed Amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the Service Provider by reason of any breach by the said Service Provider of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till _____ (day /month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Service Provider and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB under this bank guarantee is fully paid and claims satisfied or till NHB discharges this bank guarantee. Unless a demand for claim under this bank guarantee is made on the Bank in writing on or before _____, the Bank shall be discharged from all liabilities under this bank guarantee thereafter.

NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this bank guarantee, from time to time, to extend the time of performance by the Service Provider. The Bank shall not be released from its liabilities under these presents by any exercise of NHB of the liberty with reference to the matter aforesaid.

NHB shall have the fullest liberty, without affecting this bank guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between NHB and the Service

RFP for Co-location of Bank's DR Site & Services – National Housing Bank

Provider or any other course or remedy or security available to NHB and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by NHB of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of NHB or any other indulgence shown by NHB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank guarantee. The Bank further undertakes not to revoke this bank guarantee during its currency without the previous consent of NHB in writing.

The Bank further agrees that the decision of NHB as to the failure on the part of the Service Provider to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to NHB hereunder shall be final, conclusive and binding on the Bank.

The Bank also agrees that NHB shall be entitled at his option to enforce this bank guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or bank guarantee that it may have in relation to the Service Provider's liabilities.

This bank guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s).

Notwithstanding anything contained herein:

- (a) our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____ in words);
- (b) this bank guarantee shall be valid up to _____; and
- (c) We are liable to pay the Guaranteed Amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated

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Annexure 'L'-(Service Level Agreement)

(To be executed on a non-judicial stamp paper) Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "the **Agreement**") is made on this _____ day of the month of _____, 201_, by and between,

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at Core 5A, 3rd -5th floors, India Habitat Centre, Lodhi Road, New Delhi-110003 (hereinafter called "**NHB**"), which expression shall include wherever the context so permits, its successors and assigns ; AND

_____, a company registered under the Companies Act, 1956, having its registered office at _____ (hereinafter called the "**Service Provider**"), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter NHB and the Service Provider are collectively referred to as "the Parties" and individually as "the Party")

WHEREAS

- (A) NHB intends to hire the Service Provider for _____, as detailed in the Request for Proposal no. _____ on _____ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the "**RFP** (attached hereto as **Appendix- I**)).
- (B) The Service Provider has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. _____ dated _____ ("**LoA**") (attached hereto as **Appendix- II**) has been issued by NHB to the Service Provider;
- (C) The Service Provider has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the Service Provider have agreed to enter into this definitive Service Level Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

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- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means and shall construe this Agreement;
- (d) "Deliverables" means and includes the major deliverables as specified in Clause _____ of the RFP.
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "Personnel" means persons hired/to be hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.
- (f) "Project" means collectively the Services and the Deliverables to be provided as detailed in the RFP.
- (g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Service Provider as described/set out in Clause _____ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Service Provider.

1.2 Principles of Interpretation

In this Agreement , unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.
- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Service Provider.

1.3 Purpose

RFP for Co-location of Bank's DR Site & Services – National Housing Bank

- 1.3.1 It is hereby agreed that the Service Provider shall provide the Services to NHB as set out in the RFP till the completion of the Project. The objective of the Project is to make _____.

1.3.2 Performance of the Scope of Work

The Service Provider shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed time lines in terms of the RFP and the entire assignment shall be completed within the Term of this Contract.

1.3.3 Term/Period of Contract

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of _____ ("Term") starting from _____ by the Service Provider unless the period is extended in accordance with this Agreement.

1.3.4 Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the Service Provider shall be paid the total price consideration of Rs. _____ (Rupees _____) ("Contract Price") for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHB and the Service Provider. The Service Provider, subject to this Agreement, has complete charge of personnel to be engaged by the Service Provider for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

1.5 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.6 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.7 Notices

- 1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication

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is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For NHB:

Attention: _____

Fax: _____

For the Service Provider:

Attention: _____

Fax: _____

1.7.2 Notice will be deemed to be effective as follows

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In case of telegrams, ninety six (96) hours following confirmed transmission; and
- (c) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

1.7.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.8 Location

The Services shall be performed at Delhi or at such location required/ approved by NHB.

1.9 Authority of Service Provider

The Service Provider hereby authorize _____ to act on their behalf in exercising the entire Service Provider's rights and obligations towards NHB under this Contract, including without limitation for signing letters/communications, execution of agreements, for receiving instructions and payments from NHB.

1.10 Taxes and Duties

The Service Provider and their personnel shall pay the taxes (excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the Service Provider.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Agreement deemed to have taken effect from the date of acceptance of the Letter of Award (LoA) by the Service Provider i.e. w.e.f.

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2.2 Commencement of Services

The Service Provider shall begin carrying out the Services immediately viz. from the date of acceptance of LoA, or on such date as the Parties may agree in writing.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall expire on the expiry of the Term as stated on Clause 1.3.3 herein unless the Term is extended in accordance with the Clause 2.6.4.

2.4 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

2.6.1 Definition

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

2.6.2 No Breach of Contract

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The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5 Consultation

Not later than thirty (30) days after the Party, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

NHB may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if NHB is not satisfied with the performance of the Service Provider or if the Service Provider fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension and shall invoke contract performance guarantee.

2.8 Termination

2.8.1 By NHB

NHB may by not less than fifteen (15) calendar days written notice of termination to the Service

RFP for Co-location of Bank's DR Site & Services – National Housing Bank

Provider, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- (a) If the Service Provider fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;
- (b) If the Service Provider becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;
- (c) If the Service Provider fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Service Provider submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Service Provider knows to be false;
- (e) If, as a result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Service Provider either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Service Provider/its personnel are found to be involved in any fraudulent or criminal act;
- (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract..

2.8.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- (c) Any right which a Party may have under the Applicable Law.

2.8.3 Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the

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Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4 Payment in case of termination of contract

Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.

3.0 OBLIGATIONS OF THE SERVICE PROVIDER

3.1 Standard of Performance

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NHB, and shall at all times support and safeguard NHB's legitimate interests in any dealings with third parties.

3.2 Law Governing contract

The Service Provider shall perform the assignment in accordance with the applicable Law and shall take all practicable steps to ensure that the Personnel of the Service Provider comply with the Applicable Law.

3.3 Conflict of Interest

The Service Provider shall hold NHB's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.4 Service Provider Not to Benefit from Commissions/Discounts etc.

The payment of the Service Provider by NHB shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5 Service Provider and Affiliates not to be otherwise interested in/benefited from the Project

The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider shall not create any work/ opportunity for itself and for any of its affiliates from this Project/ assignment and/or derive any financial benefits directly or otherwise, other than what is agreed to be paid as professional fee as mentioned at Clause 4.2 for this assignment.

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3.6 Prohibition of Conflicting Activities

The Service Provider and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The Service Provider and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

3.7 Confidentiality

The Service Provider and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB.

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed between the Service Provider and NHB, if required.

3.8 Insurance to be taken out by the Service Provider

The Service Provider shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Service Provider or their staff on the assignment

3.9 Liability of the Service Provider

The Service Provider shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by NHB as a result of a default of the Service Provider in such performance, subject to the following limitations:

- (a) The Service Provider shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Service Provider and its Personnel; and
- (b) The Service Provider shall not be liable for any loss or damage caused by or arising out of circumstances over which the Service Provider had no control.

3.10 Indemnification of NHB by the Service Provider

The Service Provider shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Service Provider or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Service Provider or its personnel; and/or (iii) any claim made by employees who are deployed

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by the Service Provider against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Service Provider to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

3.11 Limitation of Liability

- (i) The Service Provider's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to _____ times of the total contract value.
- (ii) The Service Provider's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Service Provider shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

3.12 Service Provider's Actions Requiring Owner's Prior Approval

The Service Provider shall not enter into a sub contract for the performance of any part of the Services, without the prior approval of NHB in writing. However, the Service Provider can hire the services of Personnel to carry out any part of the services. The Service Provider shall remain fully liable for the performance of the services by its personnel pursuant to this Contract.

3.13 Reporting Obligations

The Service Provider shall submit to NHB the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by NHB.

3.14 Documents prepared by the Service Provider to be the Property of NHB:

All software, algorithms, reports and other documents prepared/developed by the Service Provider in performing the Services shall become and remain the property of NHB, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of NHB.

3.15 Service Provider's Personnel

The Service Provider shall ensure that personnel/employees engaged by him in the

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project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to NHB. The Service Provider will do its utmost to ensure that the personnel identified by the Service Provider to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Service Provider, the Service Provider will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

The Service Provider shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the Service Provider and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between NHB and said personnel so engaged by the Service Provider.

The Service Provider shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees engaged by the Service Provider under this Agreement. The Service Provider agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB in respect of contributions relating to the personnel/employees engaged by the Service Provider for performing the work under this Agreement. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Service Provider.

3.16 Non-Compete

The Service Provider will neither approach nor make any proposal for work for any employee of NHB directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.

3.17 Change in Ownership or Constitution:

The Service Provider will inform NHB immediately about any change in its ownership or its constitution. The Service Provider will ensure that the NHB's interest will be protected with utmost care. If NHB is not satisfied with the change of ownership or constitution of the Service Provider and/or with the new owner, NHB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

4.0 OBLIGATIONS OF NHB

4.1 Support:

NHB will provide the support as required necessary by it including giving access to the relevant and limited data maintained in its system to the Service Provider for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

In consideration of the Services performed by the Service Provider under this Agreement, NHB shall make to the Service Provider such payments and in such manner as specified in the RFP and/or the

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LoA.

The Service Provider shall submit the bills/invoices to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Service Provider as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

4.3 Non-Solicitation:

NHB agrees not to make an offer for employment to any personnel provided/deployed by the Service Provider under this Agreement, and, not to accept any application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with NHB.

5.0 FAIRNESS AND GOOD FAITH

5.1 Good Faith

The Parties undertake to act in all fairness and good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

6.0 UNDERTAKINGS:

The Service Provider hereby further undertakes:

- (i) That the Service Provider has gone through all the required/relevant and extant instructions/circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Service Provider and it complies/will comply with all such requirements.
- (ii) That the Service Provider has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.
- (iii) That being the Service Provider of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Service Provider and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues

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payable to the Service Provider by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.

- (v) That the Service Provider shall not do anything that will be of any conflict of interest to the Service Provider while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Service Provider shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Service Provider and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- (vi) That the Service Provider has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Service Provider in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Service Provider shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Service Provider.

7.0 SEVERABILITY:

Each clause of this Agreement is enforceable independently. Should any clause of this Agreement become not enforceable due to any reason, it will not affect the enforceability of the other clauses.

8.0 SETTLEMENT OF DISPUTES

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The venue of such arbitration shall be at New Delhi and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

Notwithstanding, it is agreed that the Service Provider shall continue the remaining work for the assignment under this Agreement during the pendency of arbitration proceedings unless otherwise directed in writing by NHB or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained.

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9.0 JURISDICTION AND APPLICABLE LAW

This agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subjected to exclusive jurisdiction of the Courts at New Delhi.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement signed in their respective names on the day and year first above written at New Delhi.

FOR AND ON BEHALF OF NATIONAL HOUSING BANK

By _____

Authorized Representative

FOR AND ON BEHALF OF [SERVICE PROVIDER]

By _____

Authorized Representative

WITNESSES:

1.
(Name and address)
2.
(Name and address)

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ANNEXURE 'M'-(CONFIDENTIALITY -CUM- NON DISCLOSURE AGREEMENT)

(To be executed on a non- judicial stamp paper)

This Confidentiality -cum-Non Disclosure Agreement is entered into at New Delhi on thisday
.....of _____, 201__, by and between;

_____, a incorporated _____
having its Registered Office at (hereinafter referred to as "the Service
Provider"), which expression shall include wherever the context so permits, its successors and
permitted assigns;

and

The National Housing Bank, a bank constituted under the National Housing Bank Act,1987 (Central
act No. 53 of 1987) having its Head Office at Core-5A,5th Floor, India Habitat Centre, Lodhi Road,
New Delhi-110003; (herein after referred to as "NHB"), which expression shall include wherever the
context so permits, its successors and permitted assigns:

WHEREAS the Service Provider & NHB would be having discussions and negotiations concerning
_____ ("Purpose") between them as per the Service Level Agreement dated
(hereinafter referred to as "SLA"). In the course of such discussions & negotiations, it is anticipated
that either party may disclose or deliver to the other party certain of its trade secrets or confidential
or proprietary information for the purpose of enabling the other party to evaluate the feasibility of
such a business relationship. The parties have entered into this Agreement, in order to assure the
confidentiality of such trade secrets and confidential & proprietary information in accordance with
the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information
(as defined below) is referred to as "the **Disclosing Party**" & will include its affiliates and
subsidiaries, the party receiving such Proprietary Information is referred to as "the
Recipient/Receiving Party", and will include its affiliates & subsidiaries and its personnel.

Now this Agreement witnesseth:-

1. **Proprietary Information:** As used in this Agreement, the term Proprietary information shall mean
as all trade secrets or confidential or Proprietary information designated as such in writing by the
Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary
stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information
is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the
foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by
the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary
stamp or legend, shall constitute proprietary information if the disclosing party , within 10(ten)
days after such disclosure, delivers to the Recipient/Receiving Party a written document or
documents describing such Proprietary Information and referencing the place and date of such
oral ,visual or written disclosure and the names of the employees or officers of the Recipient/
Receiving party to whom such disclosure was made.

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2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.
- b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.
- c) Confidential information does not include information which:
 - (i) is publicly available at the time of its disclosure; or
 - (ii) becomes publicly available following disclosure; or
 - (iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or
 - (iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
 - (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
 - (vi) is disclosed with the prior consent of the Disclosing Party.

3. **Non -Disclosure of Proprietary Information:** For the period during the agreement or its renewal, the Recipient/Receiving Party will:

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its own confidential information of similar importance and
- c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

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4. **Limit on Obligations:** The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information :
- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
 - b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;
 - c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.
 - d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
 - e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.
5. **Return of Documents:** The Recipient/ Receiving Party shall, upon request of the Disclosing Party , in writing ,return to the Disclosing party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other part or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however the Receiving Party shall retain copies to be in compliance with its statutory, regulatory, internal policy or professional obligations.
6. **Communications :**Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

NATIONAL HOUSING BANK

(Service Provider)

7. **Term:** The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of _____ years from the termination of the SLA.
8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other

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party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.

9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Service Provider to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Service Provider is required for the same. Such report/finding/document delivered/ submitted by the Service Provider to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.
10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause _____ of the SLA executed between the parties hereto.

11. Miscellaneous

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.
- b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns
- c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

FOR _____

FOR NATIONAL HOUSING BANK

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

1.

2.

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ANNEXURE 'N'-(Pre Contract Integrity Pact)

Pre Contract Integrity Pact

(To be executed on a non- judicial stamp paper)

This pre-bid/pre-contract Agreement (hereinafter called "**this Integrity Pact**") between, the National Housing Bank, a bank established under the provisions of the National Housing Bank Act, 1987 having its Head Office at Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 represented through Shri/Ms _____, (Designation) (hereinafter called "NHB", which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part

AND

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the "Parties" and individually as the "Party")

WHEREAS NHB proposes to procure _____ (name of the items/services) as mentioned in the RFP No. _____ ("RFP") and the Bidder is willing to offer/has offered _____ (name of the items/services) as desired by NHB in terms of the RFP;

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and NHB is a statutory body established under the Act of Parliament;

WHEREAS to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- (i) enabling NHB to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

AND WHEREAS the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Commitments of NHB

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- 1.1** NHB undertakes that no official of NHB, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2** NHB will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3** All the officials of NHB will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to NHB with full and verifiable facts and the same is prima facie found to be correct by NHB, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NHB and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by NHB the proceeding under the contract would not be stalled.

3. Commitments of Bidders

- 3.1** Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.
- 3.2** The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.
- 3.3** The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
 - (b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - (c)* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.

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- (d)* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
 - (e)* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
 - (f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - (g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
 - (h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
 - (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
 - (m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.
 - (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.
- 3.4** The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:
- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.
 - (b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.
 - (c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold NHB's interests paramount, without any consideration for future work, and that in

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- providing advice it shall avoid conflicts with other assignments and its own interests.
- (d) The Bidder declares/affirms that it has not been hired by NHB for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of NHB. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:
- (i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The Bidder has not been engaged by NHB to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

This provision does not apply to the various firms (Service Providers, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.

- (ii) **Conflict among consulting assignments** – The Bidder understands that neither Bidder (including their personnel and sub-Service Providers), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*
- (iii) **Relationship with NHB's staff** – The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-Service Providers, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.
- (iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-Service Provider, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

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4. Previous Transgression

- 4.1** The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2** The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

5. Accountability

- 5.1** The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to NHB, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.
- 5.2** The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

6. Personal Liability

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to NHB for any violation of this Integrity Pact as per the applicable law, besides being liable to NHB as may be provided under the service level agreement/contract to be executed.

7. Transparency and Competitiveness

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to NHB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

8. Co-operation in the Processes:

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of contractual obligations by the Bidder.

9. Sanctions for Violations

- 9.1** Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle NHB to take all or any one of the following actions, whenever required:

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- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other Bidder(S) would continue.
- (ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by NHB and NHB shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by NHB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from NHB in connection with any other contract, such outstanding payment could also be utilized and appropriated by NHB to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by NHB, along with interest.
- (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NHB resulting from such cancellation /rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of five year which may be further extended at the discretion of NHB.
- (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.

9.2 NHB will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.

9.3 The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

10. Fall Clause:

The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very

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price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NHB, if the contract has already been concluded.

11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

- (a) Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, NHB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.
- (b) If NHB disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, NHB is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.
- (c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).
- (d) It is agreed that the decision of NHB regarding forfeiture of EMD/performance bonds/PBG shall be final and binding.

12. Independent External Monitors:

- 12.1 In this regard, NHB has appointed Shri Kishore Kumar Sansi, Ex-MD of Vijaya Bank (email id kishoresansi1@gmail.com) and Shri Rakesh Rewari, Ex-DMD, NHB (email id : r_rewari@yahoo.com) as independent external monitors (hereinafter referred to as “the Monitors”) for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5 As soon as the Monitor notices, or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7 NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.
- 12.8 The Monitor will submit a written report to the designated Authority of NHB within 8 to 10

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weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

13. Facilitation of Investigation:

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, NHB or its agencies shall be entitled to examine all the documents including the Books of Accounting of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction:

This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject to the jurisdictions of the Courts at New Delhi.

15. Other Legal Action:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not approach the Courts of Law while representing the matters to the Monitor/s and shall await the decision of the Monitor/s in the matter.

16. Validity:

- 16.1** The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both NHB and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six month from the date of the signing of this Integrity Pact.
- 16.2** Should one or several provisions of this Integrity Pact turn out or be invalid, the remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions.

The Parties hereto sign this Integrity Pact on the day, month and year and at the place mentioned herein below.

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For National Housing Bank (Authorised Signatory) Place: Date: <u>Witness</u> 1. _____ _____ (Name & Address) 2. _____ _____ (Name & Address)	For Bidder (Authorised Signatory) Place: Date: <u>Witness</u> 1. _____ _____ (Name & Address) 2. _____ _____ (Name & Address)
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(provisions of these clauses would need to be amended/deleted in line with the policy of NHB in regard to involvement of Indian agents of foreign suppliers.)*

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Annexure 'O'-(List Of Agreements To Be Executed)

Bidder to provide list of all the agreements to be executed for this implementation, if any, along with sample/ draft copy of each of such agreement, in the following format:

S. No.	To be executed between	Agreement Document – Type & Purpose	Draft copy attached (Y/N)	Mode (Digital/ paper based)

<<Insert more rows, if required>>

Yours faithfully,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

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ANNEXURE 'P' - Undertaking of ownership

To
The General Manager
Information Technology Deptt
National Housing Bank
India Habitat Centre, Core 5A
3rd Floor, Lodhi Road
New Delhi 110003

Undertaking of ownership of site / premises proposed for Data Centre for the bank (in case of owned site) OR Undertaking of unexpired lease period on the proposed Data Centre period for the bank (in case of leased premises)

Dear Sir,

A. In case of owned sites

We hereby declare, confirm and undertake that the following site address proposed by us to the Bank as Data Center, is owned premise and has been registered in the name of M/S (Service provider name) vide sale deed # (XX) dated XX XX XXXX with the office of the Sub-Registrar at _____:

Site Details	Mumbai (for Banks DR Site)
Address of the site proposed to the Bank	
Sale Agreement Reference #	
Sale Agreement Date	

B. In case of leased site

We hereby declare, confirm and undertake that the following site address proposed by us to the bank as Data Centre, has been a leased premise vide lease deed dated XX XX XXXX, between M/S (Service provider name) and (Name of the Lessor) which is registered with the office of sub-registrar at _____. The details of the lease period for the premises are as mentioned below:

Site Details	Mumbai (for Banks DR Site)
Address of the site proposed to the Bank	
Lease deed Date	
Validity of the lease Period	
Name of the lessor	
Unexpired lease period as on RfP due date.	

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Please note that the sale / lease deed copies (whichever applicable) are enclosed herewith as supporting documents and the same has been duly stamped and registered in accordance with the applicable laws.

Kindly refer to us in case of any clarifications.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure 'Q' – Power Of Attorney

(To be executed on non-judicial stamp paper, as applicable)

BY THIS POWER OF ATTORNEY executed on _____, 2021, We _____, a Company within the meaning of the Companies Act, 2013, having its Registered Office at _____ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint **<Name>, <Employee no.>, < Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a Proposal and other papers / documents with 'National Housing Bank ("NHB") relating to 'Request for proposal No dated for Co-location of Bank's Disaster Recovery Site and to attend meetings and hold discussions on behalf of the Company with NHB in this regard.

THE COMPANY DOTH hereby agree and undertake to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, _____ has caused these presents to be executed by _____ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of _____

I Accept _____

..... (Signature)

(Name Title and Address of the Attorney)

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Annexure 'R' - List Of Deviations

We certify that the services offered by us for tender confirms to the requirement stipulated as per this RFP with the following deviations

Bidders are requested to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

NHB may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by NHB will not entitle the Bidder to submit a revised Bid.

List of deviations

- 1) _____
- 2) _____
- 3) _____

(If left blank it will be construed that there is no deviation from the specifications given above)
(The decision of NHB is final towards evaluation of the Bid documents)

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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ANNEXURE 'S' - Curriculum Vitae (CV) of Key Personnel

Marks will be awarded where complete details are provided. It is mandatory that Bidder to provide details of key/SPOC personnel assigned for this project to Bank comprising similar Projects handled, Project Management Experience relevant to scope of RFP, Certifications, if any, relevant to scope of services rendered etc.

Format

- 1) Proposed Position [only one candidate shall be nominated for each position Expert]:
- 2) Resource Name:
- 3) Nationality:
- 4) Date of Birth
- 5) Educational Qualifications:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- 6) Certifications **and Trainings attended**:
- 7) No. of years" of experience
- 8) Total No. of years with the firm
- 9) **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):**

Sno	Project Name	Year & Period spent on project	Brief of the Project	Project Relevance to scope of work of this RFP (section details)	Project Customer Name, Contact Details & Address

- 10) **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

- 11) **Membership of Professional Associations:**

- 12) **Employment Record** [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From (Year):

To (Year):

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13) Positions held:

Detailed Tasks Assigned	Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each) (Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in „List of the key professional positions whose CV and experience would be evaluated“) Name of assignment or project: Year: Location: Purchaser: Main project features: Positions held: Value of Project (approximate value or range value): _____ Activities performed:
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14) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

(Signature of staff member or authorized representative of the staff)

Full name of Authorized Representative:

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ANNEXURE T- CERTIFICATE

I have read the Clause 7.40 of this RFP regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the Bidder** >> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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ANNEXURE U- Resolution Matrix

[To be submitted along with Technical Bid]

The typical Resolution time which will be applicable only if any equipment or Infrastructure is down:

Level	Type of Infrastructure	Function / Type of Technology	Typical Resolution Time
Critical	Environmental Infrastructure	1. Access controls 2. UPS supply 3. Air conditioning 4. Fire Detection System 5. Water Detection systems 6. Humidity Controllers 7. Gen-sets 8. Building Management System 9. LAN and cross connect cabling 10. Power	Within 10 minutes
Critical	Network	Cross connects, LAN between caged and seating area, inter-rack connectivity provided by the VENDOR.	Within 10 minutes.
Key	Environmental Infrastructure	All other environmental infrastructure being a part of VENDOR solution and not considered as critical.	Within 30 minutes

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Appendix-i

List of Items at DR Site

Declared Value of Assets: Rs 30 Lac.

U	Rack 1		Rack 2
42	Blank	24	Blank
41	Server 1	23	Blank
40	Server 2	22	Blank
39		21	Blank
38		20	Blank
37	Server 4	19	CBLO Link Router
36	Server 5	18	CBLO Link Router
35		17	MPLS Router
34		16	MUX device
33	Server 6	15	
32		14	
31		13	Support Tray
30	Blank	12	MPLS Router
29	Server 7	11	
28	Blank	10	Juniper SSG
27	Server 8	9	Cisco Firewall
26	Blank	8	Blank
25	Server 9	7	Switch 1
24	Support Tray	6	Switch 2
23	APC Rack LCD console Device	5	Switch 3
22		4	Cable Management
21	MPLS Fiber optic media convertor device	3	Jack Panel
20	Fiber optic patch panel	2	
19	ILL Fiber optic media convertor device	1	
18	CCTV DVR System		
17	Support Tray		
16	Router		
15	Server 10		
14	Server 11		
13			
12	Support Tray		
11	Server 12		
10			
9	Blank		
8	Server 13		
7			
6	LTO DRIVE		
5			
4	Blank		
3	Smart UPS RT 6000		
2			
1			

Server Devices
Networking Devices
Other Devices

Note: The items may vary by 10-20% at the time of issuance of work order

End of RFP