



राष्ट्रीय
आवास बैंक
NATIONAL
HOUSING BANK

RFP Reference No.: NHB/ITD/RFP-Virtualization/5949/2022

Request for Proposal (RFP) for

Procurement of Virtualization Software for Servers at Data Centre / DR Site (Per Processor Based License) compatible with existing virtualization products with 5 Years Support

Information Technology Department
Head Office, National Housing Bank
Core 5-A, 3rd Floor, India Habitat Centre,
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**RFP for "Procurement of Virtualization Software for Servers at Data Centre / DR Site (Per Processor Based License)
compatible with existing virtualization products with 5 Years Support"**

| BID SUMMARY | | |
|--------------------|---|---|
| 1. | Date of Commencement of Bidding | 02.09.2022 |
| 2. | Pre-Bid Meeting with Bidders* | 07.09.2022 |
| 3. | Last Date & Time for receipt of Bidding Documents | 13.09.2022 |
| 4. | Date & Time of Technical Bid Opening# | 14.09.2022 |
| 5. | Technical Presentation by the Bidders | 15.09.2022 |
| 6. | Earnest Money Deposit (EMD) | - Bid Security Declaration (MSME/ Start-Up bidders). - ₹1,00,000/- (non MSME bidders) Bidder has to submit the "EMD/Bid Security Declaration" on their organization's letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fail to submit a performance security before the deadline defined in the request for proposal (RFP) document, they may be Suspended/Blacklisted at Bank's discretion. |
| 7. | Place of Opening of Bids <i>(Will be intimated to bidders over email if conducting through VC)</i> | National Housing Bank, Information Technology Department, 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 as per Section 3.1 of this RFP or send the Video Conference links to NHB designated officials for face-to-face queries/clarifications in online manner.
- #Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Meeting link will be shared by NHB 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 Financial 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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GLOSSARY

| Abbreviation | Description |
|--------------|--|
| NHB | National Housing Bank |
| DC | Data Center Site, New Delhi |
| DR | Disaster Recovery Site, Navi Mumbai |
| HO | Head Office, Delhi |
| RRO | Regional Representative Office |
| UI/UX | User Interface/User Experience |
| SEO | Search Engine Optimization |
| CMS | Content Management System |
| QC | Quality Control |
| QA | Quality Assurance |
| ITD | Information Technology Department |
| PSU | Public Sector Unit |
| PSB | Public Sector Bank |
| TCO | Total Cost of Ownership |
| EMD | Earnest Money Deposit |
| RFP | Request For Proposal |
| PBG | Performance Bank Guarantee |
| AMC | Annual Maintenance Cost |
| LC | Large Corporate: An organization having an average annual turnover of ₹1,000 crore or above during last three years will be considered as Large Corporate (LC) for this RFP. |

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. INTRODUCTION

1.1 Purpose

- National Housing Bank (NHB) (*hereinafter referred to as the Bank*) with Head Office at New Delhi intends to solicit proposals from qualified vendors for Procurement of Virtualization Software for Servers at Data Centre / DR Site (Per Processor Based License) compatible with existing virtualization products (VMware vSphere Enterprise Plus and vCenter) with 5 Years Support.
- The Bank will enter into service contract for 5 years with successful bidder.
- 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 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.

2. ABOUT NATIONAL HOUSING BANK

National Housing Bank (NHB), a statutory institution is 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 supervise the activities of housing finance companies based on 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 Regional Offices at Mumbai, Delhi, Bengaluru, Hyderabad and Kolkata and Regional Representative Office at Ahmedabad, Guwahati, Lucknow, Chennai and Bhopal.

3. INSTRUCTION TO BIDDERS

General Instructions

- 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

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rejection of its bid and will be at the bidder's own risk.

- No binding legal relationship will exist between any of the Respondents and Bank until execution of a contractual agreement.
- The Bidder acknowledges and accepts that Bank may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing/selecting the eligible vendor(s).
- The Bidder will, by responding to Bank for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

| | |
|---|---|
| Sourav Seal Deputy General Manager Email: sourav.seal@nhb.org.in Telephone: 011-3918 7104 | Rajiv Ranjan Assistant General Manager Email: rajiv.ranjan@nhb.org.in Telephone: 011-3918 7234 |
|---|---|

- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders 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 Bank reserves the right to communicate such response to all Bidders.
- The representative of companies may contact the contact person detailed above at IT Department of the Bank on working days between 11 a.m. to 5.00 p.m. for any queries/clarification within 7 days from the date of release of this quotation. The Bank reserves the right to reject or accept any quotation and/ or reject any or all quotations without assigning any reason.
- Bidder should not have been blacklisted/debarred from participation in the bid process by any of the Govt. Departments/PSU/Banks/Financial Institutes in India.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website/GeM portal as soon as practicable about the outcome of their RFP. Bank is not obliged to provide any reasons for any such acceptance or rejection.
- The bids qualifying the Minimum Eligibility Criteria will be eligible for further evaluation and subsequently the bids qualifying both Minimum Eligibility Criteria and Technical Evaluation will be eligible for Financial Evaluation.
- "Envelope" or "Sealed Envelope" wherever appearing in this RFP should be regarded as "GeM Portal", as applicable.

3.1 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/offline Pre-Bid Meeting 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, minimum 2 days 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 after the Pre-Bid meeting. Clarifications on queries will be

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given in the Pre-Bid meeting. Only the authorized representatives of the bidders will be allowed to attend the Pre-Bid meeting.

3.2 Soft Copy of Tender Document

The soft copy of the Tender/RFP document will be made available on GeM Portal / NHB's website <http://www.nhb.org.in>.

3.3 Earnest Money Deposit (EMD)

- i. All the Bids must be accompanied by a refundable interest free security deposit of ₹1,00,000/- (Rs. Two Lakh only), by way of an e-payment in favour of National Housing Bank. Account details are mentioned below. The proof of payment shall be submitted in the "Technical Proposal" envelope only. Registered MSEs (Micro and Small Enterprises) shall be exempted from payment of EMD subject to submission of valid registration certificate.

The Account Details:

| S No | Type | Particulars |
|------|---------------------------------|--|
| 1 | Beneficiary Name | National Housing Bank |
| 2 | Beneficiary Address | Core 5A, 3 rd Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003 |
| 3 | Beneficiary Bank Name | State Bank of India |
| 4 | Beneficiary Bank Branch Address | Pragati Vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi – 110 003 |
| 5 | Type of Bank Account | Current Account |
| 6 | Beneficiary Bank A/C No | 52142903844 |
| 7 | IFCS code of Bank branch | SBIN0020511 |
| 8 | MICR No | 110002658 |

- ii. Please note that any bid received without the proof of e-payment will be rejected.

3.4 Non-Transferability of Tender

This tender/RFP document is not transferable.

3.5 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 Financial 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.

3.6 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 Document, by amendment.
- The amendment will be posted on GeM portal / Bank'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. Bank 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 reserves the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

3.7 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.

3.8 Masked Financial 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 Financial evaluation, if the format/detail (except price) of 'Masked Financial Bid' does not match with the format/detail of actual Financial Bid submitted.

3.9 Right to Alter Location / Quantities

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

3.10 Documents Comprising the 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. Bidder's Experience details in the format as prescribed in **Annexure B**;
3. Compliance Statement Declaration Along with Deviations in the format as prescribed in **Annexure C**;
4. Information on Minimum Eligibility in the format as prescribed in **Annexure D**;
5. **The Technical Proposal**

The Technical Bid should be submitted in the format as prescribed in **Annexure F** along with the covering letter in the format as prescribed in **Annexure E**. Documents comprising the Technical Proposal should be:

- 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 – 'D'.
- Technical Bid as per Annexure – 'F'. Any technical Bid containing price information will be rejected.
- The proof of e-payment of ₹1,00,000/- (refundable) towards EMD made to NATIONAL HOUSING BANK.
- Soft copy of Minimum Eligibility Criteria, Technical Bid, Masked Financial Bid.
- Masked Price Bid listing all the components as listed in Financial Bid, without indicating the price.
- Bids without the EMD will be rejected.

6. The Financial Proposal:

- (a) Complete Financial bid as per Annexure – 'H' with covering letter as per Annexure 'G'.
 - (b) Soft copy of Financial bid. Price bids containing any deviations or similar clauses may be summarily rejected.
 - (c) Any other information may be furnished in separate Annexures.
7. ECS Mandate in the format as prescribed in **Annexure I**;
 8. Letter of Competence in the format as prescribed in **Annexure J**;
 9. Bank Guarantee in the format as prescribed in **Annexure K**;
 10. Service Level Agreement in the format as prescribed in **Annexure L**;

11. CONFIDENTIALITY –CUM- NON DISCLOSURE AGREEMENT in the format as prescribed in **Annexure M**;
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 ₹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. Resolution Matrix in the format as prescribed in **Annexure O**;
14. Undertaking by the Bidder in the format as prescribed in **Annexure P**
15. Bid Security Declaration in the format as prescribed in **Annexure Q**

3.11 Bid Currency

Bids to be quoted in Indian Rupee only.

3.12 Performance Guarantee

- The selected Bidder will be required to provide a performance bank guarantee/PBG for 3% of the total value of contract (**Please refer Total value of contract 'K' 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 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 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.
- For the subsequent warranty/AMC/support period (as applicable), the Bidder has to provide PBG for the equal value for the advance payment for that year/period (as applicable).

3.13 Liquidity Damages

The Service Provider shall be required to deliver and implement the solutions as per following timelines, failing which liquidated damages (LD) as applicable shall be levied:

| S No | Schedule | LD in case of default |
|------|--------------------------------------|--|
| 1 | Delivery and Go-Live as per SOW etc. | <p>a. In case of Go-Live delays by the Bidder, the vendor will be liable to pay an amount equal to 1% of the one-time charge (i.e License Cost) as per the order for every week of delay beyond the scheduled delivery date by way of liquidated damages. Cap on liquidated damages shall be 10% of the one-time charges as per the order.</p> <p>b. In case the delay exceeds ten weeks, Bank reserves the right to cancel the order. In such an event, vendor will not be entitled to or recover from Bank any amount by way of damages, loss or otherwise. If orders are cancelled due to non-delivery, the vendor will be debarred by Bank for participating in any future tenders floated by the Bank. In such circumstance, NHB reserves the right to invoke the submitted Performance Bank Guarantee (PBG).</p> |

3.14 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for an acceptance period of 1 year from the date of opening of financial 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.

3.15 Format and Signing of Bids

Each bid shall be in two parts:

- Part I: consists of MINIMUM ELIGIBILITY CRITERIA, TECHNICAL BID and MASKED FINANCIAL BID [price bids without any price]. The above contents will be referred to as "TECHNICAL PROPOSAL".
- Part II: covering only the FINANCIAL BID herein referred to as "FINANCIAL 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.

3.16 Sealing and Marking of Bids

- The envelop shall be addressed to the Bank at the address given below:
The Deputy General Manager
IT Department, National Housing Bank
Core 5A, 3rd Floor, India Habitat Centre
Lodhi Road, New Delhi – 110 003
- 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 Financial proposals separately.
- The envelope should be non-window and separately super scribed as "**Technical Proposal for Procurement of Virtualization Software for Servers (Per Processor Based License) with 5 Years Support**" and "**Financial Proposal for Procurement of Virtualization Software for Servers (Per Processor Based License) with 5 Years Support**", 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.
- Bids not sealed properly shall not considered and will stand rejected without recourse.

3.17 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.

3.18 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.

3.19 Modification and/or Withdrawal of Bids

- 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.

3.20 Opening of Bids by the Bank

- On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives who choose to attend the meeting on the specified date.
- Place of Opening of Technical Bids: Head Office, NHB.
- The Bidder name and presence or absence of EMD and such other details as the Bank, if any, at its discretion may consider appropriate will be announced at the time of technical bid opening.

3.21 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.

3.22 Preliminary Examinations

- NHB 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.
- NHB 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 NHB is final towards evaluation of the Bid documents.

3.23 Proposal Ownership

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

3.24 Instructions to the Bidders:

The bidder shall not outsource the work assigned by the Bank, to any third party except with NHB's prior written consent and attend all complaints registered by the Bank through its own service/support infrastructure only.

3.25 Price Composition & Variation

- The Bidder 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 Financial bid. Wherever options are given, the bid is liable to be rejected.
- The Financial 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.

3.26 Timely availability of Support Services

The Bidder should have proper and adequate support mechanism in place at New Delhi and Mumbai to provide all necessary support under this project as detailed in this RFP.

3.27 Manuals and Drawings

The Bidder 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.

3.28 Bid Evaluation

- The Bank may use the services of external vendor for normalization of bids and evaluation of bids
- Selection will be based on L1 criteria.
- **Detailed bid evaluation methodology and selection of bidder is given in Section 8.**
- 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.
 - 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.

3.29 Modification and Withdrawal

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will 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.

3.30 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 Financial bid. Failure to do so will make the bid liable to be rejected.

3.31 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-C, 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.

3.32 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.

3.33 Contacting NHB or putting outside influence

Bidders are forbidden to contact NHB or its Consultants on any matter relating to this bid from the time of submission of Financial 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.

3.34 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.

3.35 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.

3.36 Compliance with Laws

- (a) The 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 Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/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 Bidder.
- (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 Bidder under this contract.

3.37 Intellectual Property Rights

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

- (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, workflows, 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.

3.38 False / Incomplete statement:

Any statement/declaration made by the tenderer, 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 or in the event of his tender having been accepted at any stage of the contract, shall render his/their tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

- a. If such statement is found at the tender stage, his tender will be summarily rejected.
- b. In case such a statement is found at the contract stage, appropriate action as decided by the Bank shall be applicable.

3.39 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).

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 'P'**. 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:

Bidder "(including the term 'tender', 'consultant' 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.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary or an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of (b) above will be as under:

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

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

4. PRESENT SET-UP

NHB has centralized setup with Data Centre [DC] at New Delhi and Disaster Recovery [DR] Site at Navi Mumbai. All applications are hosted at Data Centre, New Delhi and are accessed by all offices/locations over MPLS VPN WAN/Internet. NHB at present has MPLS connectivity between Delhi, Mumbai & Other offices as under:

A. Wide Area Network (MPLS)

Presently NHB has MPLS VPN connectivity between New Delhi, Navi Mumbai & other Regional and Regional Representative Offices. MPLS VPN services are in managed mode.

B. Local Area Network

At New Delhi and Mumbai offices the LAN is based on Layer 3 and Layer 2 switches. The switches used at the locations are managed. All switches are property of NHB and are under Warranty/AMC with respective vendors.

- At New Delhi and Navi Mumbai Bank has deployed Cisco series switches
- At New Delhi, Cisco ASA Firewalls are installed.
- Other offices are connected to Head office over MPLS. The offices access Bank's hosted IT services over MPLS VPN. MPLS VPN network as well as the premises MPLS VPN equipment is managed by present MPLS VPN connectivity provider.

C. Applications / Internet / Intranet etc.

- Bank has setup Domain Controller (DC) & ADC for managing its environment.
- Bank has implemented SAP ERP system for most of its business operations.
- Bank has implemented Office365 for mailing solution.
- Bank is in the process of implementing Document Management System (DMS).

compatible with existing virtualization products with 5 Years Support"

- Internet dedicated bandwidth from two different service providers is available at New Delhi and Internet broadband is available at Mumbai. The bandwidths are used for Internet browsing and other web-based services.
- NHB at its New Delhi Office has implemented proxy server with web caching, web content filtering integrated with Active Directory at DC for user authentication and controlling user Internet access. Bank has implemented Cisco Next Gen Firewall & routers for end-to-end network management, Antivirus solution, Websense, two factor solution, SSL-VPN etc at its DC.
- Centralized Manage Engine solution is implemented at DC, New Delhi, as EMS and to automate asset management and other infra management modules.
- Bank uses news feed services such as Refinitiv and Cogencis at its treasury department. Further, Bank has implemented eKuber/CBLO and other applications sponsored by RBI/CCIL etc. for treasury operations.
- The Bank's website is hosted with third party. Content management is also outsourced.
- The Bank's Data Centre hosts number of applications which are publicly accessible over internet which have been developed and maintained by 3rd party. Similarly, intranet applications are developed and maintained by third party

D. End Computing Devices

- The Bank has provided its users with desktop computers, laptops, iPads etc. The PC / laptops are installed/configured with office automation software, antivirus, SAP, VPN client and basic utilities (Acrobat Reader etc), etc.
- The Bank has implemented Authshield's two factor authentication for desktop and laptops.

E. Video Conferencing

- There are two types of Video Conferencing facilities available in the Bank i.e. (i) Polycom based on-premises VC solution and (ii) CISCO WebEx meeting solution (cloud)
- The Bank has deployed video conferencing solution at all locations/offices. The infrastructure installed at Head Office and Bank's RO and RROs consists of Polycom Group 700 series and Poly X50 and accessories.
- The VC equipment are deployed at all Bank's ROs and RROs.
- The video conferencing is carried over existing WAN (no separate network for VC is implemented) and Internet.

F. Hardware and Licensed Software

- Bank at its Data Centre has Rack and Blade Servers. The Bank uses Hitachi SAN Storage Systems (VSP G400)
- The Operating System are predominantly Windows based. The versions available are 2012 & above.
- The Bank uses SQL database for majority of its applications. The versions available are SQL 2012 & above.
- The Bank is currently using Data Domain backup appliance for backup and restore management.

5. SCOPE OF WORK / DELIVERABLES

Bank has setup its Data Centre at its Head Office and DR site at Navi Mumbai whereby various IT services and solutions are managed and facilitated to NHB officers and stakeholders. To provide seamless managed services to the users and also to maintain application infrastructure to meet Bank's expanding demands, it has been recommended to have virtualization setup. The supply, installation, Commissioning and Support of Virtualization Software for Servers (Per Processor Based License) is under the scope of this RFP.

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5.1 Purpose/Objective:

Bank intends to select vendor for supply, installation, commissioning and support of Virtualization Software for Servers (Per Processor Based License) as detailed out in the scope of work of this RFP document.

5.2 Scope of Work:

The supply, installation, Commissioning and Support for virtualization Software for Servers at Data Centre (DC) at New Delhi and Disaster Recovery (DR) Site at Navi Mumbai (Per Processor Based License) compatible with existing virtualization products (VMware vSphere Enterprise Plus and vCenter) with 5 Years Support, is under the scope of this RFP.

The broad scope of work is given below:

Specification of tendered Items

1) **Item -1 Qty: 08**

| Virtualization Software for Servers at Data Centre / DR Site (Per Processor Based License) compatible with existing virtualization products with 5 Years Support | | |
|---|--|---|
| S.No | Specification Type | Requirement |
| 1 | Software Domain / Type | Virtualization Software for Servers at Data Centre / DR Site (Per Processor Based License) compatible with existing virtualization products (VMware vSphere Enterprise Plus and vCenter) with 5 Years Support |
| 3 | Software Version | Latest Version |
| 4 | Licensing Type | Perpetual |
| 5 | OEM Licensing policy | Per physical CPU/Core |
| 6 | 24x7 OEM support with unlimited upgrades and updates during support period | Yes |
| 7 | Installation included | Yes |
| 8 | Number of Years up to which Support is available from OEM / Franchise online | 5 |
| 9 | Virtualisation directly on the bare metal server hardware with no dependence on a general-purpose OS | Yes |
| 10 | Capability of all virtual machines running on the servers to migrate another physical server in case of one server failure | Yes |
| 11 | Support Live migration of virtual machines with no disruption | Yes |

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| | | |
|----|---|----------|
| 12 | Capability to Hot Add resources (for live Virtual Machines) like CPU, memory, devices to virtual machines when needed | Yes |
| 13 | Comprehensive, universal API support across all cloud platforms enabling full management of all system objects through the API | Yes |
| 14 | Capability for seamless migration of virtual machines across different CPUs, clusters and hybrid cloud | Yes |
| 15 | Secure boot provision for protection of hypervisor and guest operating system by ensuring virtual machines are not tampered | Yes |
| 16 | Captures host-level configuration settings and saves them as a template to configure other virtualization hosts | Yes |
| 17 | Centralized management with web based / client interface capabilities | Yes |
| 18 | Capability to enable efficient replication of data over the LAN or WAN, and simplifies management by Replication of Virtual machine | Yes |
| 19 | Valid Licence copy to be provided | Yes |
| 20 | Software supplied through | URL Link |
| 21 | List of items included in the package | License |

- 1) All software licenses for the above-mentioned specifications shall be as per the latest release/version and compatible with the existing virtualization products at the time of supply.
- 2) Scope of work includes Supply, Installation, Commissioning and Support for virtualization Software as detailed above.

6. SERVICE LEVEL AGREEMENT AND PENALTY CLAUSE

- The Bidder is expected to provide uninterrupted services to NHB as per the requirements of this RFP. The supplier should provide 24*7 Support through Email and Phone without any additional cost to bank and as and when required by the Bank.
- Bidder will provide on-site support for addressing Software/application related issues, if required by the Bank.
- The Solutions for vulnerabilities identified by OEM should be provided with first response within 24 hours for critical vulnerabilities. For all other vulnerabilities, first response followed with solution should be provided within a maximum of 72 hours.
- The Bank shall have the right to inspect and test the solution to confirm their conformity to the Technical specifications, in which the bidder will have to provide necessary support.

Selected vendor will sign Service Level Agreement (SLA) with NHB to ensure 99% uptime of all the services as per SLA.

- i. Penalty will be charged as 2% of the One Time Cost and Recurring Charges (i.e License cost plus 5 years support cost) for each 1% decrease in the uptime (Desired uptime is 99%) with a maximum of 10% of total cost. If the uptime falls below 94%, contract /order may be cancelled and NHB may invoke the Performance Bank Guarantee.
- ii. The NHB reserves the right to invoke the PBG and forfeit the entire amount in case the uptime is not maintained properly.

Exclusions

Down time due to following situations will not be considered for the purpose of penalty calculation:

- Scheduled maintenance by the service provider with prior intimation
- Force majeure events including on site power failures

7. PROJECT SCHEDULE

Expected Delivery Schedule:

1. The bidder will return the duly signed duplicate copy of the Purchase Order within 5 days from the date of purchase order.
2. All Schedules will be calculated from the Zero Date, i.e. Date of issue of Purchase Order.
3. The Signing of SLA contract should be completed within 15 days of acceptance of Purchase Order.
4. Virtualization Software for Servers (Per Processor Based License) should be deployed within 15 days of acceptance of Purchase Order.
5. Additional / incremental requirements should be implemented within 15 days of written communication of the same at mutually agreed cost.

8. BIDDING PROCESS (TWO STAGES)

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 |
| Financial Bid | Part II |

The bidder will have to submit the Technical Bid and Financial portion of the bid separately in two separate red lac-sealed envelopes (wax seal), duly super scribing "**Technical Proposal for Procurement of Virtualization Software for Servers (Per Processor Based License) with 5 Years Support**" and

“Financial Proposal for Procurement of Virtualization Software for Servers (Per Processor Based License) with 5 Years Support”, as applicable.

TECHNICAL BID shall not contain any pricing or Financial information.

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.

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.

8.1. 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 Financial 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 8.2. The technical and Financial responses to this **RFP will be considered further only for those vendors who meet the Minimum Eligibility Criteria**. Bidders must provide their responses in the format given in Annexure – ‘D’.

The technical and Financial response evaluation will be based on the criteria described in following section onwards.

8.2. Minimum Eligibility Criteria

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 following minimum eligibility criteria:

| S.No. | Criteria | Documents to be submitted with this RFP |
|--------------|---|---|
| 1 | The Bidder must be a Company / LLP / Partnership Firm incorporated in India and registered under the Companies Act/Limited Liability Partnership Act as applicable and should be in the business of providing Virtualization Software for at least 5 years. | 1 Copy of Certificate of Incorporation and Memorandum & Articles of Association. 2 Copy of certificate of GST Registration 3 Certificate from authorized signatory /Company Secretary of the bidder indicating that they are in the business of providing Virtualization Software for last 5 years reckoned from the date of bid submission |

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| | | |
|---|---|---|
| 2 | The Bidder should have experience in providing Virtualization Software in at least one Public Sector Bank / Financial Institution / PSU / Government Organization / Large Corporates in India not older than 5 years. The Bidder should submit details like name of contact person, along with his phone number for above projects. | The Bidder has to provide order copy/reference letter in their name from Public Sector Bank / Financial Institution / PSU / Government Organization / Large Corporates |
| 3 | The bidder should be authorized partner of OEM and should be having back to back support of Original Equipment Manufacturers (OEM) for the equipment/item included in the proposed solution. The back to back Support agreement with OEM should include the activities such as Technical Assistance support, Spares support, replacement of failed hardware, Software upgradation support. | The proof in support of the same - Manufacturer's Authorization Form (MAF) from OEM must be enclosed along with the pre-qualification bid. |
| 4 | Bidder should have a Minimum Annual Turnover of ₹1.6 crore (for non-MSME bidder) and NIL (for MSME and startup companies bidder) for last three Financial Years 2019-20, 2020-21 & 2021-22. | 1. The Bidder must produce a certificate from Company's Chartered Accountant / Company Secretary to this effect. 2. Audited Balance Sheet of Financial Years 2019-20, 2020-21 & 2021-22. |
| 5 | The Bidder should not have been blacklisted / debarred or received letter of dissatisfaction at the time of submission of Tender, by Government of India or Central PSU / IBA / PSE / PSB / FI / Regulatory Bodies. | Self-declaration to this effect on company's letter head signed by company's authorized signatory. |
| 6 | The bidder should not be involved in any litigation which threatens solvency of company. | Certificate is to be provided by the chartered accountant/statutory auditor. |
| 7 | The Bidder should have direct support office at Delhi-NCR & Mumbai and should be able to provide support and maintenance for the offered solution. | Documentary proof (Office registration details etc.) to be submitted along with the bid. |
| 8 | Bidder should have valid ISO 9001:2015 certificate | Bidder should provide valid ISO certificate. |
| 9 | The products/Items quoted should not be declared End of Life / End of Support for minimum 5 years from the date of acceptance. | Declaration on OEM letterhead duly signed by Authorized Signatory. |

Note: Bidder to submit supporting documents and clearly flag the same.

8.3. Evaluation of Technical Bids

- i) Minimum Eligibility Criteria 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.
- ii) The Technical Bid will be analysed 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 75 (cut-off marks) will be eligible for consideration in the subsequent round. The parameters of the Technical evaluation are broadly as follows:

8.4. Technical Bids (Mark Distributions)

**RFP for "Procurement of Virtualization Software for Servers at Data Centre / DR Site (Per Processor Based License)
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Criteria and Point system for the evaluation of the Technical Bids are as under:

Maximum Points 100

| Description | Criteria Points | (Max Marks) |
|---|------------------------|--------------------|
| 1. Experience in providing Virtualization Software (Contracts since 2017-18 will be considered for points award) | | Max Marks 20 |
| <ul style="list-style-type: none"> • For 5 or more Govt. Sector/PSU/Banks/FIs/LC in India • For 3-4 Govt. Sector/PSU/Banks/FIs/ LC in India • For 2 Govt. Sector/PSU/Banks/FIs/ LC in India | 20 15 10 | |
| 2. Technical & Qualified Manpower with minimum of 3 years work experience in providing Virtualization Software – List to be provided with their qualification. Graduate / Postgraduate in Computer Application / Computer Science / IT / Electronics and certifications like CCNA, CCNP, etc. will be treated as Technically Qualified Manpower (undertaking from the HR / Authorized Signatory of the bidder's organization) | | Max Marks 20 |
| <ul style="list-style-type: none"> • 26 & above • 16-25 • 10-15 | 20 15 10 | |
| 3. Average Turnover (₹ in crore) for Last 3 Financial Years | | Max Marks 15 |
| Non-MSME Bidder | | |
| <ul style="list-style-type: none"> • ≥ 10 crores • <10 crore and ≥ 6 crore • < 6 crore and > 1.6 crore | 15 10 05 | |
| MSME Bidder / Start-Up | | |
| <ul style="list-style-type: none"> • ≥ 3 crores • < 3 crore and ≥ 1 crore • < 1 crore and > 25 lakh | 15 10 05 | |
| 4. Satisfaction Service Certificate towards implementation of Virtualization Software for an organization relevant to the RFP | | Max Marks 15 |
| <ul style="list-style-type: none"> • 5 & above • 3-4 • 1-2 | 15 10 05 | |
| 5. Presentation covering the following points: | | Max Marks 30 |
| <ul style="list-style-type: none"> • Understanding of the scope and deliverables of the assignment demonstrated in the response to the RFP • Approach and Methodology <ul style="list-style-type: none"> ○ Proposed approach and methodology for the entire scope of work ○ Availability of tools, templates, standard operating procedures & best practices to be adopted | 15 15 | |

Note: An organization having an average annual turnover of ₹1,000 crore or above during last three years will be considered as Large Corporate (LC) Sector for this RFP.

- 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 evaluation would be 75 (cut-off marks) out of Total 100 marks.

8.5. Financial Bid

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Only those bids successfully qualifying in the Technical evaluation would be considered eligible for the Financial Bid Round.

Commercial will be opened only for those bidders who fulfill Minimum Eligibility Criteria (MEC) and secure Minimum Qualification Score (i.e 75 Marks) in Technical evaluation.

8.6. Final Processing

Commercial bids will be evaluated as per below procedure.

1. Selection will be based on L1 criteria.
2. Proposals would be ranked according to their commercial.
3. L1 (Lowest Bidder) will be arrived as per Annexure 'H' (Financial Bid Format) section 'D' Total Value for Financial Evaluation.

The Bank reserves the right to revise the evaluation criteria and methodology, if it finds it necessary to do so.

9. FINANCIAL TERMS AND CONDITIONS

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

9.1. Price

- i. The Price quoted by the Bidder should include all type of costs as per defined format.
- ii. The price should be valid for full contract period of five years.
- iii. The price should be inclusive of all taxes, duties, levies charges, transportation, insurance, octroi etc. as per Financial bid.
- iv. The price quoted by the Bidder shall be fixed during the Bidder's performance of the contract i.e., for a period of 5 years and extended if required by NHB and shall not be subjected to variation on any account, including changes in taxes, duties, levies etc.
- v. Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- vi. Please note that the bidder will conduct project reviews on quarterly basis at Bank's HO. All payments will be subject to positive review of the same by the Bank.
- vii. For any future requirement, order will be placed at the contracted rate as mentioned in the Financial 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 the Bank.
- viii. The Bank reserves the right to place Purchase Orders with the selected bidder(s) for any or all of the goods and/or services at the agreed unit rate for individual categories of purchase order during the period of 5 years from the date of award/Purchase Order.

9.2. Payment Terms

The payments shall be released subject to submission of PBG as per section 3.12 (Performance Guarantee) of this RFP.

Payment terms are as follows:

- i. Cost of Licenses & Installation:
 - a. Payment of 90% of license cost of "Virtualization Software" will be released after delivery & successful installation and signoff by the Bank. The payment will be released only after confirmation of the subscription support at OEM's website which shall be verifiable by the Bank.
 - b. Payment of remaining 10% of license cost i.e Retention Money, may be released after submission of Bank Guarantee (BG) of equivalent amount, valid up to contract period, by the bidder.

- c. Charges for "Support for Virtualization Software for 5 years" shall be paid on quarterly basis at the end of every quarter post installation. This payment may be released in advance after submission of PBG of equivalent amount by the vendor for subject period.
- d. The taxes will be paid as per actual statutory rates prevalent at the time of service been provided to the Bank.
- ii. In case of support-cost, the bank shall only make pro-rated payments for the actual time of service provided, after discounting any penalties that may be imposed on the supplier for breach of any contract terms.
- iii. The bidder shall raise invoice for the quarter along with credit note for penalty for that quarter. The net of same will be released.
- iv. No additional payment apart from the tender bid value will be done under any circumstances
- v. The payment towards future requirements, if any, will be made on completion of assignment/s and subject to the satisfaction of the Bank.
- vi. Any additional requirement will be invoiced based on Financial terms of RFP. Bidder will invoice only after taking approval from the Bank.
- vii. Payment for any quarter will be made after deducting TDS/other taxes and applicable penalty/LD pertaining to the quarter.
- viii. On receipt of payment advice from Bank, bidder has to acknowledge the same and submit payment receipt / confirmation.
- ix. Payment for subsequent quarters will be made only after the payments of previous quarters have been released.
- x. All the payments will be made by NHB electronically through RTGS/ NEFT. Hence, Bidder to submit ECS Mandate Form (as per Annexure I) along with cancelled cheque in original with Minimum Eligibility bid.
- xi. 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.
- xii. All payments will be released within 4 weeks of receiving the undisputed invoice along with credit note/invoice, if applicable.
- xiii. 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.
- xiv. In future, Bank may change its network infrastructure, any requisite re-installation/ re-configuration of proposed solution will be done by the implementing vendor as per future requirement. No additional cost will be paid by the Bank for such support during the contract period. Bank will extend coordination for such re-installations/ reconfiguration.
- xv. Any delay in providing support may lead to levy of penalty or cancellation of contract as per the Penalty Clause mentioned in Para 6.

9.3. Payment in case of Termination of contract

In case the contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty/LD and TDS/other taxes.

10. GENERAL TERMS AND CONDITIONS

- 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.
- 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/GeM portal. The Bidders are required to have a watch on NHB's website/GeM portal for any such amendment.
- Bidders must take into consideration each and every line of this RFP document while preparing technical and Financial proposal for the project. Bidders are requested to get any issue clarified

compatible with existing virtualization products with 5 Years Support"

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.

- NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 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 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.
- Although service window has been defined as 10:00am to 6:00pm, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.
- 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 fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 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 100 days after completion/execution of the assignments/contract.
- Bidder must deploy manpower having requisite qualification, experience, skill set etc. for the project/contract.
- 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.
- 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.
- The Financial 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.
- 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.
- 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.
- The selected bidder will sign Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), and Integrity Pact with NHB & provide Performance Bank Guarantee, as per format provided in the RFP.
- The bidder shall submit the Signed Integrity Pact on ₹100/- Stamp paper along with the technical bid.
- All expenses related to execution of the agreements including costs of stamp paper, stamp duty to be borne by the selected vendor.
- Vendor shall be responsible for arranging for resolution of issues, if any, during the AMC period.
- The vendor has to install and configure the product as per Banks' requirement. Vendor shall be responsible for taking up matter, if any, with OEM, if required during installation/configuration of the proposed solution.
- It is the responsibility of the vendor to ensure the compatibility. The vendor will be responsible for malfunctioning of above items within the specified warranty & support

period. Vendor may visit onsite within 5-7 days of this tender for feasibility study, if required.

- The vendor has to provide 05 years on-site support and resolve the issues, if any within 4-8 hours of notification. Onsite support means that concerned engineer will visit the site for resolution of any issue, if arises related to above enquired product and its configuration/ settings etc.
- During 05 year of contract, vendor will be responsible for patch update/ version upgrade of proposed solution within 2 weeks of release of the patch/version from the OEM, failing which, bank, at its discretion, may cancel the contract. Please note that Bank will not bear the cost of patch updations/ version upgradation etc of proposed solution during 05 years of subscription/ contract. Vendor shall also provide the support of these solutions during upgradation/migration of Bank's implementation of Virtualization Software services.
- Any additional software requirement will be met by vendor only, during the implementation of proposed solution while the hardware will be provided by the Bank.
- Failing to install and configure the product to the satisfaction of the Bank within 10 weeks from the date of delivery of the product, the order may be cancelled.
- It is the responsibility of the vendor for re-installation, configuration/ Reconfiguration/ Tuning of new/ existing hardware/ software for operational and failover testing of the equipment.
- Vendor has to provide on-site support for issues with the device/license.
- Vendor will be responsible for allocated reallocation/ removal of required partition.
- The quotation submitted must contain required literature giving complete technical specifications and provision for enhancement and upgrade.
- Vendor will have to invariably quote for all the items mentioned failing which the bid will be rejected and will not be considered for further evaluation. No further communication will be entertained in this matter. The quotation must contain final destination price inclusive of all levies and taxes. The vendor must also provide complete breakup of the price along with the part code number, failing which Bank may cancel the bid.
- The vendor shall submit quote for the latest version of the solution/ items available from proposed solution OEM for our above requirement.
- The vendors is required to compulsory submit the MAF, failing which, Bank may cancel the bid. Bank may ask for other document for verification of the bid in any respect. Non submission of document may lead to cancellation of the bid.
- The vendor has to install and configure the product/ license as per Banks' requirement. Vendor shall be responsible for taking up matter, if any, with OEM, if required during installation/configuration of the proposed solution. Vendor shall be responsible to deal with any hardware/ software/ network issues during migration, installation, configuration of the product/license.

11. 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.

12. ACCEPTANCE OF ORDER

NHB will notify successful Bidder in writing issuing a letter of award/work order in duplicate. The successful Bidder has to return the duplicate copy to NHB within 5 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.

12.1. Definitive Agreement

The successful Bidder will sign Service Level Agreement (SLA) 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 Work Order/ 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 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.

12.2. 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.

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
- (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.

13. TAXES

Taxes will be paid in actual as per statutory rates prevalent during the period of service provided.

14. GOVERNING LAWS AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in

accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi. The vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Delhi. This is applicable to successful bidder only.

15. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

16. 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.

17. DURATION OF CONTRACT

Bank will enter into a service contract with successful bidder for a period of 5 years from the date of Work/Purchase Order.

18. WARRANTY

Software Support

- The Bidder shall provide all the updates, patches etc. without any extra cost to the Bank.
- The warranty will cover all supplied components including software and will start after project acceptance and signoff.
- The entire equipment / hardware (including OS) & software deployed for this project shall be under Comprehensive Onsite Warranty covering all parts including the updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a minimum period of 5 years from the date of Installation/commissioning.

Warranty should cover the following: -

- Service support should be available on 24*7*365 basis.
- The complaint should be resolved at the earliest of receipt of complaint to maintain uptime of 99% per month.
- Warranty should cover updates/maintenance patches/bug fixes (available from the original software Bidder) for system software & firmware patches/bug fixes, signatures, if any, for hardware.
- The bidder should provide on-site preventive maintenance on quarterly basis.
- The bidder shall obtain written acknowledgement from the Bank after completion of warranty period for successful sign off of warranty period.

Support

- The bidder is required to provide sound after-sales service/support by arranging timely attending of calls received from the office where the solution has been implemented, and problem rectification through competent service engineers. The desired support time should be uniformly maintained at all the sites. To meet up time the Bidder has to maintain sufficient inventory of spare parts/equipment at all the support centers to avoid unnecessary delay in obtaining the spare parts/equipment.
- The bidder must supply the details of its service/support infrastructure meant for registering the complaints along with the contact numbers like mobile nos., phone nos., electronic mail addresses and names etc. of its service engineers. The bidder is required to provide 24x7x365 after-sales service/support for the complaints received from the bank. The resolution matrix in Annexure 'O' should be adhered.

19. SUSPENSION OF WORK

The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension or reinstatement of the work to the Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.

20. TERMINATION OF CONTRACT

The quality of support services given by the service providers will be reviewed by Bank every twelve months and if the services are not found satisfactory, the Bank reserves the right to cancel the contract by giving one month's notice to the service provider. The decision of the Bank regarding quality of services shall be final and binding on the service provider.

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*RFP for "Procurement of Virtualization Software for Servers at Data Centre/ DR Site (Per Processor Based License)
compatible with existing virtualization products with 5 Years Support"*

ANNEXURES

**RFP for "Procurement of Virtualization Software for Servers at Data Centre / DR Site (Per Processor Based License)
compatible with existing virtualization products with 5 Years Support"**

Annexure 'A' (Bidder Information)

PART - I: Bidder Information

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

| S. No. | Information | Particulars / Response | | |
|---------|---|---|----------|-----------------------|
| 1. | Company Name | | | |
| 2. | Date of Incorporation | | | |
| 3. | Type of Company [Govt. / PSU/ Pub.Ltd / Pvt.Ltd / partnership/proprietary] | | | |
| 4. | Registration No. and date of registration. Registration Certificate to be enclosed | | | |
| 5. | Address of Registered Office with contact numbers [phone /fax] | | | |
| 6. | GSTIN | | | |
| 7. | PAN No | | | |
| 8. | Contact Details of Bidder authorized to make commitments to NHB | | | |
| 9. | Name | | | |
| 10. | Designation | | | |
| 11. | FAX No | | | |
| 12. | Mail ID | | | |
| 13. | Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website | | | |
| 14. | Whether Bidder has provided Virtualization Software services with focus on scope as defined in this RFP. | Yes / No / Comments (if option is 'No') | | |
| 15. | Whether the Bidder is blacklisted / debarred at the time of submission of this Tender, by Government of India or Central PSU / PSE/ PSB/ FI/Regulatory Bodies. If yes please give details | Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may not be considered) | | |
| 16. | Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it. | Financial Year | Turnover | Net Profit / Loss (-) |
| 2019-20 | | | | |
| 2020-21 | | | | |
| 2021-22 | | | | |

Audited/Provisional/CA certificate of Balance Sheet and Profit & Loss accounts for last 3 Financial Years to be submitted.

Authorized Signatories

(Name & Designation, Seal of the Company)

Date:

*RFP for "Procurement of Virtualization Software for Servers at Data Centre/ DR Site (Per Processor Based License)
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Annexure 'B'-(Bidder Experience Details)

| S.No | Details | Details to be furnished by the bidder |
|-------------|--|---|
| 1. | Bidder's experience in providing Virtualization Software for Servers and support (in years) | |
| | a) Experience in India | |
| | b) Global experience | |
| 2. | No. of Virtualization Software for Servers (Per Processor Based License) and support related Projects carried out by the company during last five years in India (give details) | |
| 3. | No. of Qualified & Technical Manpower employed - List to be provided with their qualification | (Furnish the qualification details, experience details in the field of Virtualization Software for Servers (Per Processor Based License) and support) |
| 4. | Availability of centralized help desk | Yes / No |
| 5. | Number of own support centers of the Vendor in India | |
| 6. | Address of the Support Centre at Delhi with Contact Details | |
| 7. | Details of Reference Client Sites | |
| | Reference site 1 | |
| | Reference site 2 | |
| 8. | List of own support centers across the country. | (Please submit full list of support centers with addresses separately for own centers with details of contact person, contact numbers and email IDs) |
| 9. | Name of the Bank / large financial Institutions / Government organization/ PSU for whom Virtualization Software for Servers (Per Processor Based License) and support project was carried out. | 1. 2. 3. |

Authorized Signatories

(Name & Designation, seal of the company)

Date: _____

RFP for "Procurement of Virtualization Software for Servers at Data Centre/DR Site (Per Processor Based License) compatible with existing virtualization products with 5 Years Support"

Annexure 'C' - (Compliance Statement Declaration Along with Deviations)

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. with below deviations.

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

Bank 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 Bank will not entitle the bidder to submit a revised Financial bid. Clarifications given in Pre-bid will not be further entertained]

| S.N. | Page Number | Section Number | Clause as stated in the tender document | Comment/ Suggestion/ Deviation |
|------|-------------|----------------|---|--------------------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for "Procurement of Virtualization Software for Servers at Data Centre/DR Site (Per Processor Based License) compatible with existing virtualization products with 5 Years Support"

Annexure 'D' - (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.

| S.No. | Criteria | Documents to be submitted with this RFP | Bidder's Response | Supporting documents/ proof at Page No. |
|--------------|---|---|--------------------------|--|
| 1 | The Bidder must be a Company / LLP / Partnership Firm incorporated in India and registered under the Companies Act/Limited Liability Partnership Act as applicable and should be in the business of providing Virtualization Software for Servers (Per Processor Based License) and production support for at least 5 years | 1 Copy of Certificate of Incorporation and Memorandum & Articles of Association. 2 Copy of certificate of GST Registration 3 Certificate from authorized signatory /Company Secretary of the bidder indicating that they are in the business of providing Virtualization Software for Servers (Per Processor Based License) and support for last 5 years reckoned from the date of bid submission | | |
| 2 | The Bidder should have experience in providing Virtualization Software for Servers (Per Processor Based License) and support in at least one Public Sector Bank / Financial Institution / PSU / Government Organization / Large Corporates in India not older than 5 years. The Bidder should submit details like name of contact person, along with his phone number for above projects. | The Bidder has to provide order copy/reference letter in their name from Public Sector Bank / Financial Institution / PSU / Government Organization / Large Corporates | | |
| 3 | The bidder should be authorized partner of OEM and should be | The proof in support of the same - Manufacturer's Authorization Form (MAF) from OEM must be enclosed along with the pre- | | |

RFP for "Procurement of Virtualization Software for Servers at Data Centre/DR Site (Per Processor Based License) compatible with existing virtualization products with 5 Years Support"

| | | | | |
|---|--|--|--|--|
| | <p>having back to back support of Original Equipment Manufacturers (OEM) for the equipment included in the proposed solution.</p> <p>The back to back Support agreement with OEM should include the activities such as Technical Assistance support, Spares support, replacement of failed hardware, Software upgradation support.</p> | <p>qualification bid.</p> | | |
| 4 | <p>Bidder should have a Minimum Annual Turnover of ₹1.6 crore (for non-MSME bidder) and NIL (for MSME and startup companies bidder) for last three Financial Years 2019-20, 2020-21 & 2021-22.</p> | <p>1. The Bidder must produce a certificate from Company's Chartered Accountant / Company Secretary to this effect.</p> <p>2. Audited Balance Sheet of Financial Years 2019-20, 2020-21 & 2021-22.</p> | | |
| 5 | <p>The Bidder should not have been blacklisted / debarred or received letter of dissatisfaction at the time of submission of Tender, by Government of India or Central PSU /IBA/ PSE/ PSB/ FI/Regulatory Bodies.</p> | <p>Self-declaration to this effect on company's letter head signed by company's authorized signatory.</p> | | |
| 6 | <p>The bidder should not be involved in any litigation which threatens solvency of company.</p> | <p>Certificate is to be provided by the chartered accountant/statutory auditor.</p> | | |
| 7 | <p>The Bidder should have direct support</p> | <p>Documentary proof (Office registration details etc.) to be</p> | | |

RFP for "Procurement of Virtualization Software for Servers at Data Centre/DR Site (Per Processor Based License) compatible with existing virtualization products with 5 Years Support"

| | | | | |
|---|--|--|--|--|
| | office at Delhi-NCR & Mumbai and should be able to provide support and maintenance for the offered solution. | submitted along with the bid. | | |
| 8 | Bidder should have valid ISO 9001:2015 certificate | Bidder should provide valid ISO certificate. | | |
| 9 | The products/Items quoted should not be declared End of Life / End of Support for minimum 5 years from the date of acceptance. | Declaration on OEM letterhead duly signed by Authorized Signatory. | | |

Note:

- Bidder response should be complete; Yes/No answer is not acceptable
- Documentary evidence must be furnished against each of the above criteria. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- Bidder should submit Annexure 'D' in a separate envelope along with softcopy and relevant documentary proof.
- 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
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof

RFP for "Procurement of Virtualization Software for Servers at Data Centre/DR Site (Per Processor Based License) compatible with existing virtualization products with 5 Years Support"

Annexure 'E'- (Technical Bid Covering Letter)

Date:

To
The Deputy 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: RFP for Procurement of Virtualization Software for Servers (Per Processor Based License) and support for 5 Years

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 Financial Proposal. The minimum eligibility criteria and technical proposal are put in one envelope and the Financial proposal in separate envelope.

We also enclose masked Financial Bid.

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

Dated at _____ / _____ day of _____ 2022.

Yours faithfully,
For

Signature
Name:

Address:
(Authorised Signatory)

Annexure 'F'-(Technical Bid Format)

Technical Bid Format

Bidder response to the Technical Bid of this Tender document must be provided as detailed in Section 8.4 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 8.4
2. Technical Proposal Covering Letter (as per Annexure – 'E')

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

RFP for "Procurement of Virtualization Software for Servers at Data Centre/DR Site (Per Processor Based License) compatible with existing virtualization products with 5 Years Support"

Annexure 'G'-(Financial Bid Covering Letter)

Date:

The Deputy 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,

Financial Bid – RFP for Procurement of Virtualization Software for Servers (Per Processor Based License) and support for 5 Years

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 Financial 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 Financial 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)

RFP for "Procurement of Virtualization Software for Servers at Data Centre/DR Site (Per Processor Based License) compatible with existing virtualization products with 5 Years Support"

Annexure 'H' - (Financial Bid Format)

The structure of the Bidder's Financial response to this tender must be as per following order. The Financial Bid Response must be submitted with Financial Bid covering letter as per Annexure 'G'.

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 Financial bids must be given with technical bid. All the pages of Financial 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 Financial bid inside the sealed envelope meant for 'Financial 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 Financial bid. Failure to do so will make the bid liable to be rejected.
- The Financials quoted in the Financial bid are valid for one year from the date of opening of Financial bids.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for "Procurement of Virtualization Software for Servers at Data Centre/DR Site (Per Processor Based License) compatible with existing virtualization products with 5 Years Support"

A. One Time Cost (Amount in ₹)

Table 1

| S. No. | Item Description | Unit Cost (excl. taxes) | Tax Rate (in %) | Tax Amount | Total Cost (incl. taxes) |
|-----------------------------------|--|-------------------------|-----------------|------------|--------------------------|
| 1. | Cost of Licenses (with 5 years warranty) for Virtualization Software (Per Processor Based License) for 4 Servers of 8 Core (4 Servers * 2 Processors = 8 Licenses) | | | | |
| Total One Time Charges [A] | | | | | |

B. Recurring Charges (Amount in ₹)

Table 2

| S. No | Item Description | 1 st year Charges (Excl. taxes) I | 2 nd year Charges (Excl. taxes) II | 3 rd year Charges (Excl. taxes) III | 4 th year Charges (Excl. taxes) IV | 5 th year Charges (Excl. taxes) V | Total Cost excl. taxes VI=I+II+III+IV+V | Tax Rate (%) | Tax Amount | Total Cost Incl. Taxes |
|------------------------------------|--|--|---|--|---|--|---|--------------|------------|------------------------|
| 1. | Cost of Support* by Bidder/OEM for Virtualization Software (as mentioned in Table 1, S.No.1) for 5 years | | | | | | | | | |
| Total Recurring Charges [B] | | | | | | | | | | |

*The support will be provided through telephone, email and on-site. The OEM will provide on-site support cost (if required), within the cost mentioned above. The On-site support will be provided by the bidder/OEM if they are unable to resolve the issue over telephone / email.

C. Future Requirement (Amount in ₹)

Table 3

| S No | Item Description | Total Cost excl. taxes | Applicable Taxes | Total Cost Incl. Taxes | Total Cost in words |
|--|---|------------------------|------------------|------------------------|---------------------|
| a. | Cost for Additional Per Processor Based Licenses for 8 Cores | | | | |
| b. | Cost for Additional Per Processor Based Licenses for 16 Cores | | | | |
| Total Future Requirement Cost [C] | | | | | |

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D. Financial Evaluation (Amount in ₹)

Total value be considered for Financial Evaluation:

Table 4

| S No | Item Description | Total Value | Total Value in words |
|-------------|--|--------------------|-----------------------------|
| 1. | Total Value for Financial Evaluation [D = 90%*(A + B) + 10%*C] | | |

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

Authorized Signatories
(Name & Designation, seal of the company)
Date

Annexure 'I'-(ECS Mandate Form)
[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 'J'- (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 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:

Annexure 'K'-(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 Consultant", 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 Consultant 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 _____/____% of the value of the Contract if any, to NHB amounting to _____ (in words) 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 Consultant do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees. _____) 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 Consultant by reason of any breach by the said Consultant 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 Consultant and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB is fully paid and claims satisfied or till NHB discharges this Guarantee.

NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Consultant. 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 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 Consultant 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 Consultant 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 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 Consultant 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.

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

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(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 _____

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 _____, 2021, 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 "Consultant"), which expression shall include wherever the context so permits, its successors and permitted assigns.

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

WHEREAS

- (A) NHB intends to hire the Consultant 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 Consultant has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Financial 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 Consultant;
- (C) The Consultant 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 Consultant 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:

- (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;
- (c) "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;

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- (e) "Personnel" means persons hired/to be hired by the Consultant 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 Consultant as described/set out in Clause _____ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Consultant.

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/Financial 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 Consultant.

1.3 Purpose

1.3.1 It is hereby agreed that the Consultant 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 Consultant 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 Consultant 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 Consultant 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.

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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 Consultant. The Consultant, subject to this Agreement, has complete charge of personnel to be engaged by the Consultant 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 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 Consultant:
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 Consultant

The Consultant hereby authorize _____ to act on their behalf in exercising the entire Consultant'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 Consultant 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

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the payments to be made to the Consultant.

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 Consultant i.e. w.e.f.

2.2 Commencement of Services

The Consultant 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, pursuant to Clause-5.2 hereof, 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 Consultant, suspend all payments to the Consultant hereunder if NHB is not satisfied with the performance of the Consultant or if the Consultant 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 Consultant to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Consultant 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 Consultant, (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 Consultant 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 Consultant 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;

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- (c) If the Consultant fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Consultant submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Consultant knows to be false;
- (e) If, as a result of Force Majeure, the Consultant 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 Consultant either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Consultant/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 Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the 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 CONSULTANT

3.1 Standard of Performance

The Consultant 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 Consultant 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 Consultant shall perform the assignment in accordance with the applicable Law and shall take all

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practicable steps to ensure that the Personnel of the Consultant comply with the Applicable Law.

3.3 Conflict of Interest

The Consultant 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 Consultant Not to Benefit from Commissions/Discounts etc.

The payment of the Consultant by NHB shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant 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 Consultant shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

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

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant 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.

3.6 Prohibition of Conflicting Activities

The Consultant 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 Consultant 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 Consultant 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 Consultant and NHB, if required.

3.8 Insurance to be taken out by the Consultant

The Consultant 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 Consultant or their staff on the assignment

3.9 Liability of the Consultant

The Consultant 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 Consultant in such performance, subject to the following limitations:

- (a) The Consultant 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 Consultant and its Personnel; and
- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances

over which the Consultant had no control.

3.10 Indemnification of NHB by the Consultant

The Consultant 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 Consultant or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Consultant or its personnel; and/or (iii) any claim made by employees who are deployed by the Consultant 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 Consultant 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 Consultant'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 Consultant'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 Consultant shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Consultant 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 Consultant's Actions Requiring Owner's Prior Approval

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

3.13 Reporting Obligations

The Consultant 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 Consultant to be the Property of NHB:

All software, algorithms, reports and other documents prepared/developed by the Consultant in performing the Services shall become and remain the property of NHB, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Consultant 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 Consultant's Personnel

The Consultant shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to NHB. The Consultant will do its utmost to ensure that the personnel identified by the Consultant to

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work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Consultant, the Consultant will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

The Consultant 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 Consultant 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 Consultant.

The Consultant 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 Consultant under this Agreement. The Consultant 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 Consultant 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 Consultant.

3.16 Non-Compete

The Consultant 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 Consultant will inform NHB immediately about any change in its ownership or its constitution. The Consultant 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 Consultant 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 Consultant for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

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

The Consultant shall submit the bills 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 Consultant 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 Consultant 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

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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 Consultant hereby further undertakes:

- (i) That the Consultant 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 Consultant and it complies/will comply with all such requirements.
- (ii) That the Consultant 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 Consultant 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 Consultant 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 payable to the Consultant 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 Consultant shall not do anything that will be of any conflict of interest to the Consultant 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 Consultant shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Consultant 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 Consultant 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 Consultant in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Consultant 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 Consultant.

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

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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 Consultant 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.

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 [CONSULTANT]
By _____
Authorized Representative

WITNESSES:

1.
(Name and address)

2.
(Name and address)

Annexure 'M'-(CONFIDENTIALITY –CUM- NON DISCLOSURE AGREEMENT)

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 thisdayof _____, 2022_, by and between;

_____, a incorporated _____, having its Registered Office at (hereinafter referred to as “the Consultant”), 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 Consultant & 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.
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

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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.
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

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- 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

(Consultant)

- 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 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 Consultant 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 Consultant is required for the same. Such report/finding/document delivered/ submitted by the Consultant 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

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- 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.

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

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.
- (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

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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 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 (consultants, 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-consultants), 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.

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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-consultants, 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-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

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 anyone 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:
- (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 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

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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 NHB has appointed Shri Lov Verma, IAS (Retd.) (email id: lov_56@yahoo.com) and Shri Hare Krushna Das, IAS (Retd.) (email id: hkdash184@hotmail.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 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 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

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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 3 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.

| | |
|--|---|
| <p>For National Housing Bank</p> <p>(Authorised Signatory)</p> <p>Place: Date:</p> <p><u>Witness</u></p> <p>1. _____</p> <p>_____</p> <p>(Name & Address)</p> <p>2. _____</p> <p>_____</p> <p>(Name & Address)</p> | <p>For Bidder</p> <p>(Authorised Signatory)</p> <p>Place: Date:</p> <p><u>Witness</u></p> <p>1. _____</p> <p>_____</p> <p>(Name & Address)</p> <p>2. _____</p> <p>_____</p> <p>(Name & Address)</p> |
|--|---|

(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'-(Resolution matrix)

(To be submitted alongwith Technical Bid)

We declare that we will adhere to following resolution matrix during our service contract period with NHB:

| Situation | Expected response of Service Provider |
|--|--|
| Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention | 1st call response immediate <ul style="list-style-type: none"> · Our Resources at Your site as soon as possible. · Continuous effort on a 24x7 basis · Notification of Our Senior Executives |
| Critical business impact: <ul style="list-style-type: none"> · Significant loss or degradation of services. · Needs attention within 1hour | 1st call response in 1 hour or less <ul style="list-style-type: none"> · Our Resources at Your site as required. · Continuous effort on a 24x7 basis · Notification of Our Senior Managers |
| Moderate business impact: <ul style="list-style-type: none"> · Moderate loss or degradation of services but work can reasonably continue in an impaired manner. · Needs attention within 2 Business Hours | 1st call response in 2 hours or less <ul style="list-style-type: none"> · Effort during Business Hours |
| Minimum business impact: <ul style="list-style-type: none"> · Substantially functioning with minor or no impediments of services. · Needs attention within 4 Business Hours | 1st call response in 4 hours or less <ul style="list-style-type: none"> · Effort during Business Hours only |

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure 'P' – Undertaking by Bidder

The Bidder should give the following Undertaking/certificate on its letterhead

CERTIFICATE

I have read the Clause 3.39 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:

Annexure 'Q' – Bid Security Declaration
[To be submitted along with Technical Bid]

The Bidder should give the following Undertaking/certificate on its letterhead

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

I / We, the authorized signatory of M/s ,
participating in the subject tender No for the item / job of
..... , do hereby declare :

(i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding /award of all future contract(s) of National Housing Bank for a period of one year from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory

Company Name

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End of RFP