

Request for Proposal for Design, Development, and Maintenance of a new Website



NAB FOUNDATION

LAST DAY FOR SUBMISSION: 26th Feb, 2021

2nd Floor, B Wing, NABARD, BKC, Bandra East, Mumbai – 400 051

Tel :(+91)-22- 2653 9371/ 9295

Email: nabfoundation@nabard.org, it.nabfoundation@nabard.org

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1.0 Letter of invitation

NABFOUNDATION is a Section 8 company floated by **NABARD**.

Through this RFP, **NABFOUNDATION** is seeking to hire a suitable agency for designing, hosting and maintaining its website by a dynamic service provider with requisite domain expertise.

The company seeks estimates for designing, hosting and maintaining the company's website for a period of five years. A brief scope of work, deliverables and detailed procedure for submission of BID have been given in this document.

The proposals/ bids may be addressed to **Shri Sanjeev Rohilla, CEO, NABFOUNDATION, NABARD, 2nd Floor, B Wing, NABARD, BKC, Bandra East, Mumbai – 400 051**. The complete proposal/bid should reach on or before **5.00 PM on 26-02-2021**.

For a detailed description of the job please see Tenders section of the websites of **NABFOUNDATION** (www.nabfoundation.in) and **NABARD** (www.nabard.org)

For further details, please contact **Shri Manash Rabha, Assistant Vice President, NABFOUNDATION** (022 2653 9295).

Sd/-

CEO, NABFOUNDATION
2nd Floor, B Wing, NABARD, BKC, Bandra East, Mumbai – 400 051
Tel :(+91)-22- 2653 9371/ 9054
Email: nabfoundation@nabard.org

2. Timelines for the RFP

| | | |
|----|---|--|
| 1 | Availability of Request for Proposal Document | 12-02-2021 |
| 2 | Last Date for submission of RFP related queries via email | 19-02-2021 |
| 3 | Issuance of Clarifications | 23-02-2021 |
| 4 | Last date for submission of bids | 26-02-2021 |
| 5 | Date of opening of technical | 01-03-2021 |
| 6 | Place, time and date of opening of financial proposal | This will be intimated to successful bidders in technical evaluation. |
| 7 | E-mail address for queries | nabfoundation@nabard.org |
| 8 | Place for Submission of Proposal/Bid | NABFOUNDATION NABARD Head Office 2 nd Floor, B Wing, BKC, Bandra East, Mumbai |
| 9 | Date of Opening of Financial Proposal for qualified Bidders | Will be informed by e-mail at least 5 days prior to the date of opening of financial bid |
| 10 | Contact Person for Clarifications | Mr. Manash Rabha Assistant Vice President, Email: it.nabfoundation@nabard.org Phone : 022-2653 9295 |
| 11 | Mode of Selection | Best agency worked out on the basis of weighted average marks from the Technical and Financial bids |
| 12 | Type of Proposal Required | Technical & Financial |

3. Introduction about NABFOUNDATION in brief:

NABFOUNDATION, is a Section 8, Not for Profit company floated by National Bank for Agriculture and Rural Development (NABARD), India's apex level development financial institution working in and for rural India for nearly four decades.

The Foundation has been set up to execute development projects across the country, either on its own, or, in partnership with other stakeholders. The company has been formed newly in 2019. The young organization draws its strength and experience from the thousands of development projects grounded by NABARD over the years in multiple domains with a vast array of development partners like central and state governments, civil society organizations, banks, multilaterals, bilateral, agri universities and a host of other channel partners.

The Foundation develops and executes scalable projects in various fields like climate proofing, smart agriculture, handicrafts, farm technology, financial inclusion, agri marketing linkages, tribal development etc.

NABFOUNDATION through this RFP is seeking offers from interested IT companies/vendors to develop a website for **NER ENTREPRENEURS' WORLD (NEW)**.

4. PROJECT "NEW" IN BRIEF

- A. NER has a vast number of unemployed youths without access to requisite livelihood options or the credit needed to set up small enterprises of their own. To add to the crisis, the COVID-19 Pandemic also triggered reverse migration from the Mainland India to North Eastern States of India. Many unskilled, semi-skilled and skilled manpower belonging to the informal & formal sector alike have returned from cities to their hometowns in Northeast India with no clear economic alternatives back home. Even though in percentage terms, this is a small number, yet from the North East Region perspective with minuscule livelihood options, this presents a unique situation requiring some immediate solution.
- B. What does this dual calamity hold for the extremely diverse and backward NORTH EAST REGION of India? A lot in the form of multiple challenges and it is therefore critical that a scientific exercise be undertaken to map the skill profiling of unemployed and migrant workers and provide them opportunities they are themselves comfortable with or excited about. These skilling programmes should cover the broad areas of:
 - Agri and allied and food processing
 - Handicrafts and Handloom
 - Tourism and Hospitality, and,
 - Sports and Entertainment.
- C. **Project NEW** (NER Entrepreneurs' World) has been developed **with two distinct phases** which together propose a holistic end to end solution to address the persistent challenge of unemployment in NER.
- D. **Project NEW Phase I:** A web-portal and an app will enable interested youths to upload their individual information to the portal. The website will be kept light with

a very easy interface. The project will be given adequate traction in the form of social media, print media and posters etc.

- The data collected after a period of 6 months of running the campaign will be collated and disaggregated into state, district and block level wise "Aspiration list" showing who wants to take up what kind of skilling information. It will be a bottom upwards approach using technology.
- The collated data will be shared with all interested stakeholders.
- Data collation will continue and the system will keep on disaggregating the incremental data in a seamless manner for five years i.e. 2026.

E. **Project NEW Phase II:** In this Phase, NABFOUNDATION will map the skills and aspirations and design short duration skilling courses in association with interested and qualified skilling institutions.

5. SCOPE OF WORK AND DELIVERABLES:

5.a. Objective

The primary objective of this RFP is to help NABFOUNDATION in selecting an agency for designing, developing and maintaining an analytics based web solution and provide capabilities for report generation and real time dashboards. The website will be hosted on NABARD server.

5.b. Scope of Work

- A vendor shall be required to work on development of website with information about the livelihood options on various farm and off farm sectors. **The web portal and a mobile app** should capture state, district and block level wise data of unemployed youth looking for livelihood options.
- Web-portal will create a comprehensive database as per the skill sets, qualifications, experience and aspirations of the youths. Using AI, the web-portal shall be able to collate the data and map it with the current skill sets. This entire exercise will facilitate us to generate skill gap and skill aspiration reports as under:
 - State wise
 - District wise
 - Activity wise
- Along with its usual core skills, the service provider will be required to position the website with (i) responsive design (must support responsive web- design and multi-channel rendering of contents and applications on smartphones, tablets, desktops without duplication of code or logic), (ii) visually attractive and easy to navigate design, (iii) Search Engine Optimization (SEO) based design strategy.
- The vendor shall be required to develop an MIS dashboard capable of providing MIS reports showing state wise, district wise and activity wise states on a periodic basis
- The vendor shall provide options to collate the data into XML format if needed.

5.c. Functional Requirements

The functional requirements (Scope of Work) have been clubbed into two main categories:

5.c.A Simple updatable pages

- Information about Project Objectives, activities etc.
- Information about various livelihood options in the field of farm and off farm sectors
- Information about best practices in rural development space, farm innovations etc.

The above is an indicative list. The website vendor is expected to bring more ideas to this section based upon experience.

5.c.B Creation of a Comprehensive Database

- The website shall facilitate online capture of data of a youth from a PC/ tablet or mobile in various states of the NER. This data will come and deposit itself in the back end of the website and will be accessible by multiple users. Whenever, the same is given in physical format, a field level representative should be able to enter the data on the system.
- An applicant looking for a livelihood options on the web-portal is required to fill in a common application form. A sample screenshot is attached at '**Annexure I**'.
- A reference number shall be generated for each filled application and shall be sent to the applicants on the registered mobile number.
- The system will automatically collate the web data in a structured manner and be able to generate reports as and when needed. The reports should be generated keeping the following in mind:
 - Relevant summary reports in the form of Dashboard
 - Analytics against various attributes
 - All this information must be available in reportable and shareable format
- There will be provision for Super User (NABFOUNDATION, Mumbai) to add or delete fields for collecting data.

5.d. Technical Platform

The website development approach should conform to the best practices in the website development and web application maintenance industry in line with Govt. of India Guidelines for Indian Government Websites issued by MeitY/NIC.

- It should ensure the following:
 - Adherence to commonly accepted standards and practices, including W3C compliance.
 - WCAG 2.0 and other widely used accessibility standards.
 - Using latest website design technologies like HTML5 or higher with acceptability on all current user technology platforms; browsers, operating systems and client systems.
 - NABFOUNDATION reserves the right to compare the statistics with other industry standard measuring tools/reports to cross check.

5.e. Security

The vendor will ensure and provide the following security features:

- Tools for control and monitoring website application security.
- Protection against defacement and hacking of the application.
- Design should incorporate security features to protect the site from Session Hijacking, SQL injection, Cross scripting, Denial of Service etc.
- The service provider should ensure that the site is safe from all malafide activity/ hacking/ defacing attempts. The onus of installing the latest software to achieve this goal will be on the agency during the entire term of engagement.

5.f. Maintenance

The agency is expected to maintain the complete website for 5 (five) years. The application management will include any content update, upload or any minor or major change in website.

5.g. Content

- Content will be provided by designated content administrator in soft copy and no content will be uploaded on the website without permission of such designated person.
- The service provider should provide NABFOUNDATION with a module/program that tracks every change/update made in the website by mapping the IP address, username, etc. of the personal effecting the changes.

5.h. Integration

The website should be ready to provide web services and integrate with different web applications. Also, the website shall be capable of creating web services for complete application content. The site may require to host webcasts.

5.i. Training

- The agency must ensure that NABFOUNDATION website manager or Officer nominated to manage the website is adequately trained on all modules.
- User manuals for all categories of users shall be made available in printable format including but not limited to navigation of the application, content update, media upload, menu addition and etc. The training manual should be updated each time a new module/functionality/upgrade happens on the system.
- There may be certain users for whom a detailed training will be required in modules to enable them to identify and operate the modules as per requirement. This will be done by the Super User (NABFOUNDATION) but skill sets will have to be provided to the Super User.
- The training programme may be provided for a website manager or admin as per requirement of NABFOUNDATION. The service provider should provide NABFOUNDATION with monthly, and other reports as and when asked by NABFOUNDATION to check website traffic details including details of visitors, page viewed, increase in traffic, most searched, etc.

6. Bid related queries

- Bidders are required to direct all communications for any clarification related to this RFP, to **NABFOUNDATION** through email to it.nabfoundation@nabard.org
- All queries relating to the RFP, technical or otherwise, must be in email form only.
- **NABFOUNDATION** will try to reply, without any obligation in respect thereof, every reasonable query raised by the bidders. However, **NABFOUNDATION** will not answer any communication initiated by bidders after the last date of submitting such queries.
- Bidders should invariably provide details of their email address(es) as responses to queries will only be provided to the bidder via email.
- If **NABFOUNDATION** in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then **NABFOUNDATION** reserves the right to communicate such response to all bidders.

7. Eligibility Criterion

- The bidder should be a registered company. (Copy of Certificate of registration is required to be submitted by the bidder.)
- A company/ partnership firm/ any other which shall provide evidence that it is a current legal entity in India, with impeccable repute in managing equally large and data oriented sites, with at least 3 years' experience in managing similar websites may apply.
- The bidders should meet the following qualifying criteria with average annual turnover during the last 3 financial years ending 31st March, 2018, 2019 AND 2020.

| |
|---|
| ▪ Turnover Criteria of the Firms in Rupees (Minimum) |
| 1 Crore |

- Qualification and Experience of the firm and of the key professional staff Service Providers with the following minimum infrastructure and experience may apply.

STAFF REQUIREMENTS

Technical: Adequate staff with proficiency in HTML & CSS, HTML5 & CSS3; PHP Developer (Should have experience of various windows and .net based technologies); Should be able to write optimised algorithms for various requirements; Must be proficient in establishing Database connection and handling queries ; Database Manager aware of RDBMS and knowing how to create effective database architecture ; UI/UX experience; Graphic Designer (With working knowledge of designing tools such as Photoshop, illustrator etc.)

The vendor must provide NABFOUNDATION with a Project Manager with minimum experience of 5 years and ability to understand business requirements. Vendors are requested to submit qualifications and experience certificates.

The Agency should be able to provide a qualified web designing, building and maintenance team, for undertaking this assignment.

8. Data Ownership

- The site will be hosted on a server provided by NABFOUNDATION. However, the ownership of entire data in all forms including text, data, graphics, animations, audio/video content, etc., will rest only with NABFOUNDATION even if the service provider facilitates hosting the content on the website on a server owned by the service provider.
- Similarly, the ownership of all source code of website/ software used for the purpose of hosting the content on the website would rest with NABFOUNDATION.
- NABFOUNDATION reserves the right to change the service provider for maintenance with two-months' notice period.
- The source code along with other software/data required to migrate the entire website from the current service provider to the service provider/ representative as informed by NABFOUNDATION, would have to be provided to NABFOUNDATION and handhold/ facilitate the migration activity with new vendor whenever the same is asked for by NABFOUNDATION.

9. Period of Assignment

The initial assignment, i.e. contract, of the maintenance of the website will be for a period of 1 year, subject to review of services every year and can be extended further on a yearly basis. However, both parties will have the option to terminate the contract with a notice period of one month or on mutually agreed notice period.

10. Two-Stage Bidding Process

- a) For the purpose of selection of the vendor, a **two-stage Quality-and-Cost-Based Selection (QCBS)** bidding process will be followed with 60% weightage towards Technical Bid and 40% weightage towards Commercial Bid.
- b) The response to the present expression of interest is to be submitted in two parts, i.e. **Technical Bid** and **Commercial Bid**. These are two distinct and separate parts of the tender and shall be packed/ submitted in separate envelopes or boxes.
- c) The 'Technical Bid' will contain technical details, whereas the 'Commercial Bid' will contain pricing information. The Technical Bid should NOT contain any pricing or commercial information at all.
- d) Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- e) The proposal as well as all related correspondence exchanged by the Firm(s) and the Employer shall be written in English language, unless specified otherwise.
- f) In the first stage, only the 'Technical Bids' will be opened and evaluated. Those companies whose bids satisfy the technical requirements as detailed in this RFP shall be short-listed for an individual presentation in front of the committee.
- g) Under the second stage, the Commercial Bids of those companies whose bids have been short-listed earlier on the basis of evaluation of their Technical Bids and Presentation, will only be opened for further processing.
- h) Firm(s) shall express the price of their Assignment/Job in Indian Rupees.
- i) **NABFOUNDATION** may call for further clarifications, additional particulars

required, if any, on the technical/commercial bids submitted. The vendor has to submit the clarifications/additional particulars in writing within the specified date and time. **NABFOUNDATION** at its discretion may disqualify the bidder's offer, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

- j) Amendments to this bid document may be issued at any time, prior to the deadline for the submission of bids. From the date of issue, amendments to the bid document shall be deemed to form an integral part of the bid document.
- k) **NABFOUNDATION** reserves the right to call for an individual presentation on the features etc., from the shortlisted bidders based on the technical bids submitted by them to make an evaluation.
- l) The commercial bid should contain quotation for end-to-end solution NOT including web hosting services.
- m) The bids must be submitted in accordance with the format specified in this document only.
- n) Bidding companies must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.

Kindly ensure to submit the bids in the formats as given in Annexure I (Technical Bid) and Annexure II (Financial Bid) in **separate** sealed covers.

Self-Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal:

- i. Copy of Contract/work orders/Completion Certificate indicating the details of previous assignment, client etc. duly self-certified.
- ii. Key personnel i.e. CVs of key personnel and details of associate/s likely to be involved in executing this assignment**
- iii. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises since its incorporation.
- iv. A Certificate regarding non-disclosure/sharing of confidential information with third parties.
- v. Statement supported by documentary evidence establishing fulfilment of all the Minimum Eligibility Criteria by the bidder/s.
- vi. Certificate of incorporation, PAN Number & Service Tax Registration, GST Number.
- vii. Covering letter declaring the offer to be unconditional, confirming its validity for 90 days and a list of all the documents submitting along with the Bid.

11. Technical Evaluation Criteria

| S. No | Criteria | Range of Marks (Max. Marks) | Minimum Required | Marks Obtained |
|-------|--|--|------------------|----------------|
| 1 | ISO, SEI, CMMI or relevant Certification. | 10 (5 for each certification) | 0 | |
| 2 | Ideation and adequacy of proposed approach & methodology, in line with the requirements in RFP | 15 | 10 | |
| 3 | Past experience in Design, Development & Maintenance of Web portal/ Web application/Mobile App/ AI Based application | 25 >= 10 projects – 25 marks >=6 - 9 projects – 15 marks >=2- 5 projects – 5 marks <2 project – 0 mark | 15 | |
| 4 | Staff / Technical team and other resources availability with bidder for this project A. Developer B. Graphic Designers | 20 (10 each for 2 resources) >= 3 Members – 10 marks > 1 - 3 Members – 5 marks = 1 Members – 2 marks >=2 Members – 10 marks >=1 Members – 5 Marks | 15 | |
| | Total Marks | 70 marks | 40 marks | |
| | Technical Presentation | 30 marks | | |

Technical Presentation

The bidder/ agency may be asked to make a brief presentation (around 15-20 minutes) about their credentials and the proposed methodology/ approach, before the Evaluation Committee. The date, time & venue of the presentation will be intimated separately.

12. Implementation and Payment Schedules

The total time for full project implementation will be 2 months from the date of signing of the contract.

In case your proposal is accepted and order is placed on you, the work as per scope

of work mentioned in this RFP against the order should be completed within the period stipulated in the order. **NABFOUNDATION** reserves the right to recover any loss sustained due to delayed delivery by the way of penalty. Failure to complete the work within the stipulated period shall entitle **NABFOUNDATION** for imposition of penalty without assigning any reasons at 0.25 percent of the total value of the contract as penalty per day subject to a maximum of 10% unless extension is obtained in writing from the **NABFOUNDATION** on valid ground before expiry of delivery period.

The new website is expected to be fully functional by 30th May, 2021. NABFOUNDATION expects the service provider to submit a clear road map for achieving this target. Following would be the payment schedule (terms of payment) for each Phase:

| Phase | Percentage |
|--|------------|
| On Approval of SRS | 20% |
| On Approval of the Design and Development of the Web Portal and Mobile App | 20% |
| On deployment of website | 30% |
| On handing over source code along with user manual | 20% |
| On completion of 3 months from date of deployment of website | 10% |

- **Since the ownership of the source code used for customizing and hosting NABFOUNDATION’s website rests with NABFOUNDATION, the source code must be handed over to NABFOUNDATION immediately after completion of development and update of the data.**
- Whenever, there is any modification/addition in the source code during warranty/AMC period, the modified/changed source code must be handed over immediately to **NABFOUNDATION**. The ownership of source code and its related Intellectual Property Right (IPR) with reference to **NABFOUNDATION** corporate website will lie with **NABFOUNDATION** only. In case, **NABFOUNDATION** wishes to change the service provider for the scope of work mentioned in this RFP at any time, the existing vendor/ agency shall handhold and support the new vendor to migrate the existing source code and its database within a time bound.

13. How to apply?

Please send us a detailed profile of your company/ partnership firm/ any other firm, including the number of people and their technical qualifications and other information specified in the bid.

- a) Please also mention URLs of at least **three other websites** that you manage for your clients and which in your opinion hold relevance for **NABFOUNDATION**.
- b) Please enclose a BRIEF write up about how you visualize our website with suggestions. The note should be in BULLETS.**
- c) Please enclose **or give link of dummy Home page design(s) and** one inside page design(s) for the proposed website.

Please send your proposal with Technical and Commercial Bids in the specified

formats giving complete details **in separate sealed covers**, super scribed as **'NEW Website: Technical Bid'** and **'NEW Website: Commercial Bid'**, to

Chief Executive Officer,
NABFOUNDATION,
2nd Floor B Wing, NABARD, Plot No. C- 24, G-Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai-400051

14. Period of bid validity

The Bids shall be valid for a period of 60 days from the closing date for submission of the bid.

15. Evaluation

- NABFOUNDATION will evaluate the bids on QCBS (60% Technical and 40% Commercial) following the process as stated above. The evaluation criteria shall be based on the requirements stated in this bid document.
- From the time the proposals are opened to the time contract is awarded, the bidding firm should not contact NABFOUNDATION on any matter related to its Technical and/or Financial Proposal. Any effort by Firm(s) to influence NABFOUNDATION in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of the Firm(s) proposal.
- NABFOUNDATION will constitute a selection Committee to carry out the evaluation process.
- The Selection Committee, while evaluating the technical proposal, shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- The selection committee shall evaluate the Technical Proposal on the basis of its responsiveness to the Term of Reference and by applying the evaluation criteria specified in this RFP.
- Financial proposal of only those firm(s) which are technically qualified shall be opened on the date & time specified by employer in the presence of the Firm(s) representatives who choose to attend.
- The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the bidder. The bidder shall bear all taxes, duties, fees, levies and other charges other than service tax imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

- Proposals will be finally ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that will be 0.60:0.40.

- The bidder achieving the highest combined technical and financial score will be considered to be the successful bidder and will be issued the work order (the Successful Bidder)

16. Responsiveness of Proposals

The proposals received on time, accompanied by the requisite and proper Proposal Security shall thereafter be examined for responsiveness. A responsive proposal is one which conforms to all requirements of the Proposal Document. A proposal may be treated as non-responsive for any or all of the following reasons:

- The bidder/s not meeting all of the 'Minimum Eligibility Criteria' as stipulated in the RFP.
- All the information as indicated in the Proposal Document is not furnished.
- Validity of proposal not confirmed.
- Proposal documents not signed and sealed in the manner prescribed in the RFP.
- The proposal and supporting documents show significant variations and or inconsistency/is.
- If the technical proposal indicates/ discloses directly or indirectly financial proposal.
- A non-responsive proposal shall be rejected at this stage

17. Scrutiny of Technical Proposals

- Responsive bids shall be examined in detail for their technical contents. Compliance to detailed Scope of work, Experience of bidder, proposed work plan for implementation, team composition etc. of the bidders shall be checked.
- In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing. The proposals which are found deficient or defective or unacceptable due to any reason shall be treated as non-responsive.

18. Notification of Award

The acceptance of a bid, subject to contract, will be communicated in writing at the address supplied by the bidding company/ partnership firm/ any other firm in the tender response. Any change of address of the company/ partnership firm/ any other firm should therefore be promptly notified to **NABFOUNDATION**.

19. Signing of Contract

The vendor shall be required to enter into a contract as per **Annexure V** with **NABFOUNDATION**, within 15 days of the award of the bid or within such extended period, as may be specified by **NABFOUNDATION**, on the basis of the Bid Document.

20. Performance Bank Guarantee

- The vendor shall, at his own expense, deposit with the **NABFOUNDATION**, within 15 working days of the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annexure III, **for an amount equivalent to ten percent (10%) of the**

contract price for the due performance and fulfilment of the contract by the vendor.

- The Performance Bank Guarantee may be discharged by **NABFOUNDATION** being satisfied that there has been due performance of the obligations of the vendor under the contract. The Performance Bank Guarantee shall be valid **for 1 year from the date of notice of award of the tender.**
- Failure of the vendor to comply with the above requirement, or failure of the vendor to enter into a contract within 15 days or within such extended period, as may be specified by the **NABFOUNDATION**, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the bid.

21. Right of NABFOUNDATION to accept or reject the bid

- **NABFOUNDATION** reserves the right to accept/reject any or all offers submitted in response to this without assigning any reason whatsoever.
- **NABFOUNDATION** reserves the right to short-list the vendors based on the requirement of **NABFOUNDATION** and may call bidders for a presentation or otherwise before an evaluation committee, at bidder's cost.

22. Governing Law and Disputes

- The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- All disputes or differences whatsoever arising between the parties (i.e., **NABFOUNDATION** and the vendor) out of or in relation to the construction, meaning and operation or effect of this Bid Document or breach thereof, shall be settled amicably. If, however, the parties, as above, are not able to resolve 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, as above. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Mumbai, India.
- The vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by **NABFOUNDATION** or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained.
- The venue of the arbitration shall be Mumbai, India.

23. Force Majeure

- In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labor trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented.
- Decision of **NABFOUNDATION** in this regard shall be final and shall not be questioned in arbitration or other legal proceedings.

24. Limitation of Liability

- Notwithstanding anything to the contrary elsewhere contained in this RFP, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages.
- However, the foregoing shall not include any loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.
- Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the aggregate liability of bidder under the Agreement shall not exceed the amount of Professional Fees actually paid by **NABFOUNDATION**.
- Provided, that aforesaid limitation of liability shall not be applicable in respect of claims arising as a result of infringement of Intellectual Property Rights of a third party.

25. Conditions under which this RFP is issued

- This RFP is not an offer and is issued with no commitment.
- NABFOUNDATION reserves the right to withdraw the RFP and change or vary any part thereof at any stage.
- NABFOUNDATION also reserves the right to disqualify any bidder, should it be so necessary at any stage.
- Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- NABFOUNDATION, may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- The Applicant shall bear all its cost associated with or relating to the preparation and submission of its proposal.

Annexure I
Format for submitting Technical Bid
 (No financials to be mentioned in this)

| Sr | Particulars | Details |
|------------|--|-----------------------------|
| 1 | Basic: | |
| | a) Firm's Name | |
| | b) Date of Incorporation | |
| | c) Corporate Office Address | |
| | • Contact Person | |
| | • Phone No.(landline/Mobile) | |
| | • Email address : | |
| 2. | Turnover: | |
| | • Turnover for last 3 years (In lakhs) 2017-18 2018-19 2019-20 Average: | |
| 3. | Technical: | |
| | a) Please provide details relevant only to website service | |
| | • No of Technical Staff in Hardware Area | |
| | • No of Technical Staff in Software Area | |
| | b) Developer and Graphic Designer for this project | |
| | No of personal for website development | |
| | No of personal for designing | |
| | <i>Attach links of websites for which content writing /editing was done</i> | |
| 4. | Project implementation experience in designing, web hosting and maintenance (Please provide details of the best 3 websites you created): | |
| 4.1 | Total number of clients handled | |
| 4.2 | Most important 3 clients handled | |
| 4.3 | Following information for any 3 Projects of the service provider | |
| | Project 1/2/3 Name of project: | Provide link of the website |
| | Project Location: | |
| | Client Name: | |
| | Was design of the website done by you? | Tick the appropriate answer |
| | Number of concurrent visitors supported (give | |

| | | |
|-----|---|---|
| 5. | <p>Specific Technical Information:</p> <p>What would be the features and strategies adopted by the bidding company/ partnership firm/ any other firm on the following:</p> <ul style="list-style-type: none"> ▪ website design ▪ website management maintenance ▪ content management uptime/availability ▪ strategies of security management ▪ back-up system ▪ disaster recovery and business continuity plan <p><i>(Multiple options can be given here. It has to be, however, ensured that complete details are given with recommendations for optimum solution which is cost effective and functional)</i></p> | |
| 6. | <p>(a) Proposal including timeframe to get the website fully up</p> <p>(b) Proposal including time frame to implement suggestions.</p> | |
| 7. | <p>Proposal for support services for the new website (Click appropriate answer)</p> | |
| | <p>Will maintain a turnaround time of maximum 4 hours for requests made during working hours</p> | <p>Yes No</p> |
| | <p>Will provide complete security services for the website including anti-phishing</p> | <p>Yes No</p> |
| 8. | <p>The resource requirements (H/W, network, security & others) for hosting the website</p> | |
| 9. | <p>Dummy designs or online links for the proposed website: Home page Inside page (one can send more than one design options)</p> | |
| 10. | <p>Other Information</p> <p>Conforming to privacy norms</p> <p>What would be the frequency in change of the team hosting website that would normally interact with NABFOUNDATION team</p> <p>Please give any other information that you feel would be useful.</p> | <p>Yes. Would abide privacy norms policy of NABFOUNDATION</p> |

Annexure II

Format for submitting Commercial Bid (Please give one composite amount for the broad activity)

| S. No. | Particulars | Amount (INR) |
|--------|---|--------------|
| 1 | Name of the Firm: | |
| 2 | <p>Multi Resolution / Browser Compatibility / Responsive Design Design (Please give one composite amount for all the activities shown here)</p> <p>The site shall cater to the following</p> <ul style="list-style-type: none"> ✓ 3 resolutions: 1920×1080, 1366×768 & 1440×900 pixels ✓ Web resolution should support tablets and mobiles ✓ Cross Browser Compatibility ✓ The layouts for each of the 3 shall automatically render differently based on the resolution/screen size of the device the browser is using. | |
| 3 | <p>Maintenance Design (Please give one composite amount for all the activities shown here)</p> <ul style="list-style-type: none"> ✓ 1 account manager as our dedicated contact person from our agency ✓ The account manager will be responsible for all follow ups for content and approvals post sharing of design. ✓ Administrator support ✓ Maintenance and security from threats ✓ Changing section details and its structure ✓ Website Upkeep, debugging and error rectification ✓ Delivery turnaround time for direct content related changes ✓ 1 – 48 hours depending on quantum of change <p>a. No of years of free maintenance (warranty)</p> <p>b. Per year charges after warranty period</p> <p>c. Cost per man day for taking up additional work@</p> | |

* In case multiple options are offered (please see item no. 5 in format for Technical Bid), please give commercials for all the options separately in financial bid.

@ Additional work relating to designing and hosting of **the website** that are not covered under the scope of work but are incidental to the project.

Annexure III
PERFORMANCE BANK GUARANTEE

PERFORMANCE BANK GUARANTEE FORMAT (on Non-Judicial Stamp Paper of Rs.100.00)

This Deed of Guarantee executed at on this day of BY....., a Banking Company constituted under Act having its Branch Office at

(hereinafter referred to as "**Bank**" which expression shall, unless repugnant to the context and meaning thereof, means and includes its successors and assigns)

IN FAVOUR OF

NABFOUNDATION, a Section 8 company established under the Companies Act having its Registered Office at Plot No C-24, 'G' Block Bandra- Kurla Complex, Bandra (East), **Mumbai-400 051** (Hereinafter referred to as "**NABFOUNDATION/Purchaser**" which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns)

WHEREAS

(1) NABFOUNDATION is desirous to Design, Develop, Deploy and Maintenance of website (www.nabfoundation.com) (hereinafter referred to as "**said works**") and has requested a registered/ established/constituted under/by Act having its Head Office at (hereinafter referred to as "Contractor" which expression shall, unless repugnant to the context and meaning thereof means and includes its successors and assigns) to submit its Bid to execute the said works.

The Contractor has submitted his Bid/tender to execute the said works for a total sum of Rs (Rupees..... only).

One of the conditions of the said tender is that the Contractor shall furnish to NABFOUNDATION a Performance Bank Guarantee (PGB) for an amount of 10% of the total value order of hardware and software i.e (Rupees only) in favour of NABFOUNDATION for the due and faithful performance of the contract in all respects as per the conditions as set forth in the Tender by the Contractor.

The Contractor has approached us for issuing a PGB in favour of NABFOUNDATION for an amount of (Rupees..... only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

1) In consideration of the premises and at the request of the contractor, we Bank both hereby irrevocably and unconditionally guarantee to pay to NABFOUNDATION, forthwith on mere demand and without any demur, as may be claimed by NABFOUNDATION to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by NABFOUNDATION by reason of failure to perform the said works as per the said contract.

Notwithstanding anything to the contrary, the decision of NABFOUNDATION as to whether computer hardware and software have failed to perform as per the contract and go whether the contractor has failed to maintain the computer hardware and software as per the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask NABFOUNDATION to establish its claim or claims under this Guarantee but shall pay the same to NABFOUNDATION forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by NABFOUNDATION on the Bank shall be conclusive and binding notwithstanding any difference/dispute

between NABFOUNDATION and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

This Guarantee shall expire at the close of business hours on (this date should be the date of expiry of the warranty/contract plus 180 days) without prejudice to NABFOUNDATION's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e.,..... (this date should be date of expiry of Guarantee. i.e. 6 months after end of warranty/contract period).

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of NABFOUNDATION in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of NABFOUNDATION under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or NABFOUNDATION certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

In order to give full effect to the Guarantee herein contained, NABFOUNDATION shall be entitled to act as if the Bank is NABFOUNDATION's principal debtor in respect of all NABFOUNDATION claims against the contractor hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

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

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

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

Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this

Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

It shall not be necessary for NABFOUNDATION to exhaust its remedies against the Contractor before invoking this guarantee and the guarantee therein contained shall be enforceable against us not withstanding any other security which NABFOUNDATION may have obtained from the Contractor at the time when this guarantee is invoked is outstanding and unrealized.

Any notice by way of demand or otherwise under this guarantee may be sent by special courier, fax or registered post accompanied by the copy of the guarantee. Notwithstanding anything contained herein: -

Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. only.

13). This Guarantee shall remain in force up to up to the date extended by renewal of this guarantee.

Unless the demand/claim under this guarantee is served upon us in writing before on or before the expiry of six months from the validity date extended by renewal of this guarantee. All the rights of NABFOUNDATION under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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

Dated this day of 2021 at for and on behalf ofBank.

Sd

Annexure IV

AGREEMENT

AGREEMENT FOR DESIGN, DEVELOPMENT & MAINTENANCE OF NABFOUNDATION
OFFICIAL WEBSITE

(www.northeastrise.com)

THIS AGREEMENT executed at Mumbai on this _____ day of _____, 2021
Between

NABFOUNDATION, a wholly owned subsidiary of National Bank for Agriculture and Rural Development (hereinafter referred to as NABARD) and having its Registered Office at NABARD, Plot No. C-24, G-Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra - 400051 (hereinafter referred to as 'NABFOUNDATION') OF THE FIRST PART:

And

NOW THEREFORE THIS AGREEMENT
WITNESSETH THAT

Article I. SCOPE OF WORK

Along with its usual core skills, the service provider will be required to position the web-portal with (i) responsive design (must support responsive web-design and multi-channel rendering of contents and applications on smartphones, tablets, desktops without duplication of code or logic), (ii) visually attractive and easy to navigate design, (iii) Search Engine Optimization (SEO) based design strategy.

Functional Requirements Covered in the Agreement

- Information about Project NEW Objectives, vision, mission, activities etc.
- Content Management System (CMS) with blogging feature.
- Multi-level user log-in option linked with access permissions.
- Section to display all funding agencies along with their overview
- A space on homepage for " Story of the Week/Month"
- Information about best practices in rural development space, farm innovations etc.
- Provision for uploading multimedia files including images, videos, connecting to social media profiles of the organization like Facebook, Twitter, LinkedIn etc.
- Upcoming workshop/training/awareness program shall be updated on portal home page. A link and format for updating event would be provided on portals.
- Conversion of data into web friendly documents (conversion to Word/Excel/PDF).
- The website should provide for additional facilities to the visitors such as automatic acknowledgements for grievances submitted, personalization of the site, global search engine as well as of the website (search within a section). The service provider should provide an efficient

- search engine for locating its publications, circulars, reports and other content with ease.
- A feedback and opinion form, page visits counter, Tenders Section, news feed with Really Simple Syndication (RSS) and notices archives feature inbuilt in the website, which use a central database with CMS.
 - **The MIS Module Covered in the Agreement**
 - a. Users should be able to open account to register themselves on the portal; user name can be the email id of the user and password could be alphanumeric with symbols as entered by users.
 - b. The website shall facilitate online capture of the data of the registered users and send acknowledgement of successful submission.
 - c. This data will come and deposit itself in the back end of the website and will be accessible by multiple users (Admin and Funding agencies) with User IDs and passwords.
 - d. The system will automatically disaggregate the data state-wise, district-wise, block-wise and activity-wise and allow NABFOUNDATION team in Mumbai to collate the web data in a structured manner.
 - e. The login page for each PROJECT COORDINATOR would contain access to the project he/she is implementing with pre-defined formats provided by NABFOUNDATION for tracking of activities under the scheme. Pre- defined formats include calculation sheet, annexures, reports and application forms.
 - f. There will be provision for Super User (NABFOUNDATION, Mumbai) to add or delete tabs in the PROJECT COORDINATOR' login home page. The portal must have two-way access for data validation and evaluation. If super user updates on website/portal, it must reflect on each PROJECT COORDINATOR's home page along with mail notification to SDAs.
 - g. The designed module in the portal would have facility for generating mail alerts to officials of NABFOUNDATION, if PROJECT COORDINATORS access the portal.
 - h. The website will have a dynamic module for registered users to track the status of the application.
 - i. The dynamic module will allow Super User to fetch state/district/activity wise reports involving details of geographical locations, partner agencies, status of project, financials, etc. as well as cumulative reports of all projects from the data base in the back end.

Technical Platform Covered in the Agreement

- The website will be in windows.net/MS SQL with proven development tools and database. No commercial or proprietary software shall be used in development of the complete website.
- The Website should be developed with the latest open source proven technology, using up-to-date and well- established development tools and software.
- The development approach should conform to the best practices in the website development and web application maintenance industry in line with Govt. of India Guidelines for Indian Government Websites prepared by MeitY.
- It should ensure the following:
 - Adherence to commonly accepted standards and practices, including W3C compliance.
 - Using latest website design technologies like HTML5 or higher with acceptability on all current user technology platforms; browsers, operating systems and client systems.

Security Covered in the Agreement

The vendor will ensure and provide the following security features:

- Tools for control and monitoring website application security.
- Protection against defacement and hacking of the application.
- Design should incorporate security features to protect the site from Session Hijacking, SQL injection, Cross scripting, Denial of Service etc.

Maintenance Covered in the Agreement

The agency is expected to maintain the complete website both technical and application for overall 3 years (2+1) subject to satisfactory performance of the agency which will be evaluated every year. The application management will include any content update, upload or any minor or major change in website.

Content Covered in the Agreement

Content will be provided by designated content administrator in soft copy and no content will be uploaded on the website without permission of such designated person

Integration Covered in the Agreement

The website should be ready to consume web services and integrate with different web applications. Also, the website shall be capable of creating/ exposing web services for complete application content. The site may require to host webcasts.

Training Covered in the Agreement

- The agency must ensure that NABFOUNDATION website manager or Officer nominated to manage the website is adequately trained on all modules.
- User manuals for all categories of users shall be made available in printable format

including but not limited to navigation of the application, content update, media upload, menu addition and etc. The training manual should be updated each time a new module/functionality/upgrade happens on the system.

- There may be certain users for whom a detailed training will be required in modules to enable them to identify and operate the modules as per requirement. This will be done by the Super User (NABFOUNDATION) but skill sets will have to be provided to the Super User.
- The training programme may be repeated once every year for a website manager or admin as per requirement of NABFOUNDATION. The service provider should provide NABFOUNDATION with monthly, quarterly and other reports as and when asked by NABFOUNDATION to check website traffic details including details of visitors, page viewed, increase in traffic, most searched, etc.
- The solution should be compliant with W3C standards on "Web design and application". NABFOUNDATION reserves the right to compare the statistics with other industry standard measuring tools/reports to cross check.
- The service provider should provide NABFOUNDATION with a module/program that tracks every change/update made in the website by mapping the IP address, username, etc. of the personal effecting the changes.
- The service provider should ensure that the site is safe from all malafide activity/ hacking/ defacing attempts. The onus of installing the latest software to achieve this goal will be on the agency during the entire term of engagement.

Maintenance Requirement Covered in the Agreement

- The website may need to be updated every day between 9 AM and 6 PM with some development related news, announcements, data dissemination and such other information. Sometimes it may even have to be updated on holidays.
- In addition, there may be periodical publications (weekly to annual), each of about 20-30 MBs with text, tables, charts and graphs. Infrequent updating of reports also takes place.
- The hosting of information in all cases has to meet the prescribed deadlines. Maintaining strict confidentiality till the document is published and publishing them at the notified time are absolute prerequisites.

Article II. TERM AND TERMINATION OF AGREEMENT

Implementation Location: Implementation and Project Coordination shall be carried from the corporate office of NABFOUNDATION, located at Mumbai

Deliverables: Following should be delivered to NABFOUNDATION:

- Software Requirement Specification (SRS)
- Design of Website
- Original Source Code of the application

- Deployment of the website on live server
- User & Quick reference manuals
- Training

The agency will carry out a "System Requirement Specification (SRS) and get a sign off from NABFOUNDATION's Corporate Office. The items to be delivered will include, but not limited to, the functions defined in the RFP. During the SRS phase, THE AGENCY will have the responsibility of collecting requirements from NABFOUNDATION in the light of functional departments specified in RFP and this agreement. The SRS phase should include prototyping of the requirements and detailed screen shot preparations. The SRS document has to be approved by NABFOUNDATION before design phase is started.

Implementation Strategy: Industry best practice shall be adapted for the Implementation phase. The following will be staggered consisting of the following activities:

1. Finalize Project Plan
2. Requirements Phase
3. Preparation of SRS
4. Design and Develop
5. Infrastructure Setup
6. System & Acceptance Testing
7. Training
8. Post Go-Live support

However, the agency is required to present the implementation strategy towards end of requirement study phase. Above is tentative strategy, the agency must present a specific & detailed implementation strategy that the agency plans to follow.

Project Timelines: The total time for full project implementation will be **3 months** from the date of signing of the contract.

Note

- 1 Time and Quality are the essence of the contract.
- 2 The Functional and Technical Specifications as mentioned in RFP are broad requirements and are not exhaustive, unless mentioned otherwise. The agency shall seek clarification on the Technical Specification as mentioned in RFP, from NABFOUNDATION, in writing, for any doubt.
- 3 Dates and duration mentioned are *subject to change on terms that may be mutually agreed between the parties*
- 4 The installation and implementation will be deemed to *be complete* When all the components of system have been supplied (if applicable), setup, configured, installed and operationalized as per the Functional and Technical specifications and all the features as per the functional and technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of NABFOUNDATION.
- 5 The agency has to resolve any bug or error either in application or hardware required to for operationalization of the solution/ website developed for NABFOUNDATION.
- 6 In addition, all associated documentation relating to the application

software, test results during development phase, clean source code for NABFOUNDATION etc. should have been completed.

- 7 It is the sole responsibility of the agency to put in place the "Verified, Validated and up to date" data provided by NABFOUNDATION and integrate/develop interfaces as per scope of functional requirements till the project goes live.

Payment Terms

| Phase | Percentage |
|--|------------|
| On Approval of SRS | 20% |
| On Approval of the Design and Development of the Website | 20% |
| On deployment of website | 30% |
| On handing over source code along with user manual | 20% |
| On completion of 3 months from the date of deployment of website on www.northeastrise.com | 10% |

Payments, as applicable, during support period would be made on half yearly basis at the end of the half year, upon satisfactory delivery of services.

Pricing and Payments

- Prices quoted anywhere in response must be in Indian Rupees only
- The Prices should be exclusive of taxes, duties, local levies etc. Such taxes and duties shall be paid as per actuals on production of Invoices/Receipt
- All payments would be subjected to tax deduction at source (TDS) as per the statutory requirement.
- The Total Cost of Ownership of the entire solution including the support period of years would be Rs.exclusive of applicable taxes. The detailed schedule of charges would be as per Annexure.

Change Request Mechanism

1. Changes required in the existing system after mutual acceptance would be treated as Change Request.
2. Implementation of security patches shall not be treated as change request and would be covered under support or technical maintenance period.
3. Upon raising of a Change Request, both NABFOUNDATION and the agency shall discuss and mutually agree upon the efforts in Man-Days and actual timelines required to bring upon the desired changes.
4. During the entire contract period Man-Day Cost of Rs.....exclusive of applicable taxes, shall be charged. However, NABFOUNDATION reserves the right to negotiate the same to a lesser value depending on the nature of changes sought, required timelines and other considerations.

Software Audit, Rectification and Re-Audit

NABFOUNDATION may get the software security audited by a 3rd Party or existing agency. The agency shall extend the requested support required for carrying out

the security audit of the software. The agency must rectify the discrepancies / observations in the system as per the scope of work, as per the audit report in consultation with NABFOUNDATION. There shall not be any additional charges payable by NABFOUNDATION for such rectifications. The software shall be re-audited after rectification to verify that the recommended suggestions/modifications have been made by the agency.

Penalty for delay

Implementation of solution must be carried out as per agreed implementation plan between the agency and NABFOUNDATION. The work as per scope of work mentioned in the RFP and the agreement against the order should be completed within the period stipulated in the order. NABFOUNDATION reserves the right to recover any loss sustained due to delayed delivery by the way of penalty. Failure to complete the work within the stipulated period shall entitle NABFOUNDATION for imposition of penalty without assigning any reasons at 0.25 percent of the total value of the contract as penalty per day subject to a maximum of 10% unless extension is obtained in writing from the NABFOUNDATION on valid ground before expiry of delivery period.

Completeness of Implementation / Installation The implementation/installation will be deemed as incomplete if any component/module of the package is not delivered or is delivered but not installed and/or not operational or not acceptable to NABFOUNDATION after acceptance testing/examination.

In such an event, the implementation will be termed as incomplete and it will not be accepted and warranty period would continue and Support period will not commence till the implementation/ installation is deemed to be completed. The package will be accepted after complete commissioning of package and satisfactory working of the entire software package.

However NABFOUNDATION may accept the software with a clear understanding that some of the modules could be implemented during the Support period. In such case, the agency shall be required to provide support for implementation of such modules as per the requirement of NABFOUNDATION during the support period. In such a condition, the payment terms will be redefined by NABFOUNDATION at its sole discretion.

Backup and Archiving

- The agency is expected to maintain the RPO and RTO for the implemented solution.
- The Backups shall be maintained on daily basis and submitted to NABFOUNDATION at every end of half year.
- The agency should initiate restoration of stored files that are retained on the cloud/data center within two hours during business hours and within four hours outside of business hours, from the receipt of NABFOUNDATION's request.
- The restoration will be in accordance with and subject to the Restore Time Objective (RTO) of 6-8 business hours.

Disaster Recovery and Business Continuity Plan

The agency is liable to ensure rendition of best support for the Business Continuity for NABFOUNDATION in the event of any disaster. The agency shall observe and ensure

the above mentioned RPO & RTO parameters. NABFOUNDATION understands that the agency is capable of mounting a DR site if required by NABFOUNDATION in future on payment of additional charges.

Order Cancellation

NABFOUNDATION reserves its right to cancel the entire / unexecuted part of the Work Contract at any time in the event of one or more of the following conditions,

1. Delay in delivery beyond the specified period
2. Delay in installation, customization and implementation beyond specified period.
3. Serious discrepancy noticed during the reference checks at any point of time.
4. Repetitive software/hardware failures/poor service after the delivery and/or live-run but before the warranty support expires
5. Major breach of trust is noticed during any stage of the project
6. Any other appropriate reason in view of NABFOUNDATION.
7. In addition to the cancellation of Work Contract, NABFOUNDATION reserves the right to foreclose Performance Bank Guarantee given by the agency to appropriate the damages. Process of black-listing against the agency may be initiated if any serious breach in the opinion of NABFOUNDATION is discovered.

Warranty Support

- The Date of complete system support will start upon Go-Live and will continue for a period of three months.
- The agency shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship.
- The agency must warrant all components, accessories, spare parts etc. against any manufacturing defects during this period.

AMS (Annual Maintenance Support)

- Annual Maintenance Support shall be paid half yearly at the end of half year to the agency to carry out its support activities for website maintenance.
- During the AMS period, the agency shall provide Technical support for the software/hardware/other-suites supplied.

Indemnity

- The agency shall, at its own expense, defend and indemnify NABFOUNDATION against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the Products or any part thereof in India.
- The agency shall expeditiously extinguish any such claims and shall have full rights to defend itself therefrom. If NABFOUNDATION is required to pay compensation to a third party resulting from such infringement, the agency shall be fully responsible / liable there for, including the full amount of compensation, all expenses and court and legal fees.
- NABFOUNDATION will give notice to the agency of any such claim without delay. NABFOUNDATION may provide reasonable assistance to the agency

in disposing of the claim, and shall at no time admit to any liability or express any intent to settle the claim.

Note: The agency should furnish a self-attested photocopy of the Agreement with their Original License Provider in respect of software solution offered. Further, the agency shall indemnify NABFOUNDATION against any loss or damage that NABFOUNDATION may sustain on account of any violation of patents, trademark etc., by the agency in respect of hardware, hardware components, system software, application etc. supplied.

Publicity

Any publicity by the agency in which the name of NABFOUNDATION is to be used will be done only with the explicit written permission of NABFOUNDATION.

Performance Bank Guarantee

- The vendor shall, at his own expense, deposit with the NABFOUNDATION, within 15 working days of the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annexure III, for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the supplier.
- The Performance Bank Guarantee may be discharged by NABFOUNDATION upon being satisfied that there has been due performance of the obligations of the vendor under the contract. The Performance Bank Guarantee shall be valid for 1 year from the date of notice of award of the tender.
- Failure of the vendor to comply with the above requirement, or failure of the vendor to enter into a contract within 15 days or within such extended period, as may be specified by the NABFOUNDATION, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the bid.
- NABFOUNDATION reserves its right to invoke the Performance Bank Guarantee besides cancellation of the entire Work Contract in the event of breach and/or non- observance of any of guaranteed performance of any of the software and/or hardware as mentioned in this agreement.

Guarantees on Software and Hardware

Hardware uptime, security and inclusion detection is the responsibility of the hosting agency. However, the software code should ensure that there are no coding vulnerabilities.

Escalation Matrix Security NABFOUNDATION:

<Needs to be added>

The agency:

<Needs to be added>

The agency should ensure the confidentiality and secrecy of the data shared using the application. In addition to this, the agency shall be responsible in case of any data breach or theft that occurs due to a fault in infrastructure or application or its

unauthorized access by an agency representative.

Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault, negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days.

Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of NABFOUNDATION shall be final and binding on the agency.

Resolution of Dispute

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be attempted to be resolved amicably in the first instance, over a period of 30 days subsequent to issuance of notice in that behalf.

In case of failure to resolve the disputes and differences amicably the matter shall be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes.

In the event of absence of consensus on a single arbitrator, the dispute shall be referred to an Arbitral Tribunal comprising three arbitrators. One arbitrator shall be nominated by each party, and the said two arbitrators so appointed shall jointly appoint the third Arbitrator who shall be the presiding arbitrator on the Tribunal.

The provisions of the Indian Arbitration and Conciliation Act, 1996,

and subsequent amendment thereto shall govern the arbitration. The venue of the arbitration shall be at New Delhi. The arbitral award shall be binding on both the parties.

Termination of Contract

A. Termination for Cause: NABFOUNDATION may terminate the Contract, upon written notice to the agency:

- a. In the event of arising of any of the following events:
 - I. The Agency fails to deliver the services or perform the works within the timelines specified in the Contract; or
 - II. The Agency commits breach of any of the terms and conditions of this Contract or serious discrepancy is observed in the quality of service.

Before terminating the Contract upon any of the aforesaid grounds (i) to (ii), NABFOUNDATION shall give a thirty days' written notice to the Agency requiring the Agency to cure the breach. If the Agency fails to cure the breach, within the 30 days stipulated period, NABFOUNDATION shall have an option to thereafter terminate the Contract by notifying in writing thereon to the agency.

- b. In case any third party Intellectual Property Rights (IPR) breach arises involving NABFOUNDATION or confidentiality of breach caused by the Agency or willful misconduct in the opinion of NABFOUNDATION is exhibited by the Agency, NABFOUNDATION shall reserve the right to forthwith terminate the contract and besides, in such event, NABFOUNDATION shall be entitled to damages as may be deemed proper by NABFOUNDATION.

In case of termination for Cause, NABFOUNDATION shall be entitled to recover loss and damages suffered by it on account of the agency breach of the contract.

- B. NABFOUNDATION may terminate the Contract, upon written notice to the Agency, if it becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver or receiver appointed by a court for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors rights or otherwise ceases to conduct business in the normal course.
- C. **Termination for convenience:** NABFOUNDATION reserves the right to terminate the Contract, in whole or in part, at its convenience, by serving a written notice of 30 days' to the Agency, at any time during the execution of Contract. The aforesaid notice shall specify that the termination is for the convenience of NABFOUNDATION. The notice shall also indicate inter-alia, the extent to which the Agency performance under the contract is completed, and the date with effect from which such termination will become effective. In the event of termination for convenience, NABFOUNDATION will pay to the Agency all fees payable against the works and services completed by the Agency and accepted by NABFOUNDATION up to the date of termination of the Contract.

D. Transitioning & Handholding after termination:

- a. At the time of exit, either at the end of contract or upon termination, whichever is earlier, Agency must fully cooperate in handing over the all accumulated documentation, customized codes (and its runnable components), business documents, all data (including but not limited to Production environment, DR Environment, Backups etc.) to either NABFOUNDATION or to incoming System Integrator.
- b. At the time of exit, either at the end of contract or upon termination,

whichever is earlier, Agency must completely & in full provide to NABFOUNDATION the entire Database of the solution as a "Database Dump" along with data in any other format that shall/may be required for smooth running of system.

- c. At the time of exit, either at the end of contract or upon termination, whichever is earlier, Agency must ensure to suitably and adequately train NABFOUNDATION or its designated team for full and effective manning, operating, managing and maintenance of the software.
- d. At the time of exit, either at the end of contract or upon termination, whichever is earlier, Agency must completely & in full provide absolute transition to the incoming System Integrator that shall/may be required for smooth running of system.
- e. At the time of exit, either at the end of contract or upon termination, whichever is earlier, Agency, is expected to provide a shadow transition of at least 3 months for handover / handholding. Shadow transition starts after the knowledge transfer is completed. During this period, incoming team executes all the tasks under the supervision of outgoing team. Shadow transition time period shall start after completion of transition process and its sign off from NABFOUNDATION management.

In case, the Agency fails to perform his responsibilities during the transition period up to the satisfaction of NABFOUNDATION, NABFOUNDATION may impose liquidation damages equivalent to direct and / or indirect cost incurred by NABFOUNDATION due to agency failure and may also invoke the Performance Bank Guarantee.

Limitation of Liability : Notwithstanding anything to the contrary contained in this agreement , NABFOUNDATION acknowledges and agrees that the total liability of The agency of every nature whatsoever, under specific clause of this agreement or otherwise, whether direct, indirect, incidental, special, consequential, punitive or aggravated damages, including without limitation penalties and any damages claimed on account of breach of agreement, delay, termination, quality of service, loss of use, loss of business, loss of revenue, loss of profits, or loss of data, shall, in aggregate and collectively over the term of the agreement, not exceeding the contract value.

SUPPLIER _____ **CUSTOMER** _____

By: _____ By: _____
(Signature) (Signature)

Name: _____ Name: _____
(Type or print) (Type or print)

Title: _____ Title: _____

Date: _____ Date: _____

Witness:

By: _____ By: _____
(Signature) (Signature)

Name: _____
(Type or print)

Name: _____
(Type or print)

Title: _____

Title: _____

Date: _____

Date: _____