



Request for Proposal
For
Designing and Maintaining NABARD Website

National Bank for Agriculture and Rural Development (NABARD)

Corporate Communications Department

2nd Floor, 'A' Wing, C-24, 'G' Block

Bandra Kurla Complex, Bandra (East).

Mumbai - 400051. Maharashtra.

Ph: 022-26539282

Important Disclaimer:

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Request for Proposal
For
Designing and Maintaining NABARD Website

National Bank for Agriculture and Rural Development (hereinafter referred to as “NABARD”) desires to have its website (www.nabard.org) redesigned and maintained by a service provider. Corporate Communications Department, National Bank for Agriculture and Rural Development, Second Floor, ‘A’ wing, Plot No. C-24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai –400051, invites estimates for designing, and maintaining the Bank’s website for a period of next three years (1st April 2021 to 31st March 2024). For a detailed description of the job please see Tenders section of the Bank’s website. The last date for submission of tenders is **02.11.2020**. Last date for submission of pre-bid queries is **16.10.2020**. All pre-bid queries will be responded through email.

Tender Time Schedule

Date of Advertisement	09.10.2020
Last date for receipt of bidders' queries	16.10.2020 (05:00 PM) All pre-Bid queries will be responded through email
Last Date and Time for receipts of Proposals	02.11.2020 (2:30 PM)
Time & Date of Opening of technical bids	03.11.2020 (11:30AM)
Notification of Shortlisted Bidders after technical evaluation	16.11.2020 (2:30 PM)
Presentations by shortlisted bidders	23.11.2020
Opening of commercial bid	24.11.2020

Tender Details

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

Tender Reference No and Date	Ref. No. NB / CCD / 37 / CCD-24 / 2020-21 dated 9 October 2020
Tender For	Designing and maintaining NABARD website
Cost of RFP (Non-Refundable)	No cost will be charged for the tender document downloaded by the bidders. If hard copy is to be supplied, remittance of Rs.1000/- (Rupees One Thousand Only) to NABARD's Account (Account details given below) and UTR number for this transaction must be furnished. In terms of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, the MSEs registered with National Small Industries Corporation under Single Point Registration Scheme for participation in Government purchases, shall be exempt from payment of cost of tender documents. Further, the vendors empanelled with NABARD will also be supplied tender documents free of cost.

	However, they will have to produce documentary evidence in support of seeking such exemption.	
Earnest Money Deposit (Refundable)	Remittance of Rs.50,000/-(Rupees Fifty Thousand Only) to NABARD's Account (Account details is given below). The UTR No for this transaction must be indicated in the Bid Document. OR Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 180 days from the date of opening of tender as per format given in Annexure-IV. (The option of submitting EMD as Bankers Cheque / Demand Draft /Pay Order is not available.)	
NABARD Account Details	Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
	Bank Name	NABARD
	Branch Name	HEAD OFFICE, MUMBAI
	IFS CODE	NBRD0000002
	Account Number (VAN)	NABADMN07
	OR Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 180 days from the date of opening of tender as per format given in Annexure - IV.	
Contact Numbers	P. Buruslin Mento, 022 26539282	
Email	ccd@nabard.org	
No. of e-bid documents to be submitted online	1. Technical Bid: Including Cost for RFP Document + EMD (UTR No. & date/BG) + Documents as per Check List (Annexure-1) 2. Commercial Bid	

Note: -

- Before bidding, the bidders are requested to carefully examine the RFP document and the terms and conditions specified therein. Bidders should notify NABARD of

any error, omission or discrepancy found in this RFP document before last date and time for pre-bid queries. If any bidder requires any clarification on this RFP, they may notify NABARD in writing or by email at the bank's mailing address indicated in the RFP as per the pre-bid query format given in the Annexure-VII.

- NABARD makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- All costs and expenses (whether, in terms of time or money) incurred by the bidders in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by NABARD, will be borne entirely and exclusively by the bidders.
- The bidders must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- All bids (Technical & Commercial) must be submitted at the same time within the time period specified above.
- The bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
- No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.
- Commercial Bids will be opened in the presence (video conferencing) of bidders' representatives who choose to attend on the bid opening date. No separate intimation will be given in this regard to the bidders for deputing their representatives. However, the date and time for opening of Commercial bid shall be intimated separately by phone/email. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him to represent and attend the bid opening on behalf of the bidder. The format of the authorization letter is given in Annexure-V.

Specifications for Revamping NABARD Website

1) Job Description

a) *What is NABARD in brief?*

NABARD is India's apex development financial institution, formed by an act of parliament in 1982. Its Head Office is in Mumbai. It has a pan-India presence with 30 Regional Offices and more than 420 district offices. NABARD also has 4 Training Establishments for training its own staff and partner agencies. Its mandate is to bring rural prosperity through credit and non-credit initiatives in the fields of agriculture, cottage & village industries, handicrafts & small scale industries.

b) *What are the core expectations from the service provider?*

- i. Bidder would provide end-to-end managed services for development and maintenance of website.
- ii. Along with its usual core skills, the service provider will be required to position NABARD's 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) *SEO-based strategy and* (iv) *digital branding solutions (YouTube, Facebook, Twitter, etc.)*.
- iii. The website provides for/wishes to provide additional facilities to the visitors such as automatic acknowledgements for grievances and feedback submitted, personalization of the site, robust search engine including advanced search option. The service provider should provide an efficient search engine for locating its publications, circulars, reports and other content with ease.
- iv. The website will have a chat bot for automated virtual assistance.
- v. Conversion of data into web documents.
- vi. Creation of smart content for Wikipedia and other referral sites about NABARD, its top management, etc.
- vii. All the material on the NABARD website is made available in two formats – html/aspx and Pdf. Data is also required to be hosted in Excel. The material is hosted simultaneously in both English and Hindi sites after release of the same by NABARD.
- viii. In addition to the modules, pages and functionalities available in the current website of NABARD, the following new features have to be developed/modified:

- Advanced search with drop-down filters
 - Chat bots / virtual assistant
 - Map-based contact us page
 - Club ‘Upcoming events’ & ‘Past events’ under Media Room tab and create archives for past events
 - Embedding videos and social media handles effectively to draw more audience
 - Highlight ‘Tender’ and ‘Recruitment’ on Home page. Make the recruitment section easy to locate and bring in ease of navigation
 - Build a nice and dynamic design that incorporates more stunning images from rural India. This feature should have option to hyperlink text and change pictures easily
 - Minimize scrolls on the home page; use slide and other innovative design options to present variety of content
 - Delineate ‘Grievance’ from ‘Enquiry/feedback’ module – two independent modules instead of one. As is the case in the current site, these modules will have tracking options and a module to respond from the backend
 - Events, photos, new schemes and major achievements (quarterly, half-yearly and annual) to appear on Home page.
 - Make a ‘sitemap’ available to the visitor
 - Rephrase the tabs and other nomenclatures/terminology used in the website to appeal to the target audience.
 - Create search option for ‘Master Circulars’ Under ‘Circular’ module
 - Create a comprehensive FAQ section. Keep the content simple and appropriate.
 - Redesign ‘Financial Reports’ section with a three-grid layout: Annual Reports, Financials & other reports
 - Information on schemes and subsidy to be highlighted on Home page
- ix. Present information and statistics related to SHGs, Farmer Producer Organisations. Tribal Development, Watershed and other flagship programmes in an interesting and engaging manner. A sub-site, under the NABARD website, called EShakti, provides real time information on Self Help Groups. Data on this

sub-site must be accessible without interruption.

- x. Short-listed bidder shall appoint a single point of contact with whom NABARD will interact and should be subject matter/domain experts to interact with the technical team in NABARD.
- xi. NABARD expects the service provider to redesign the existing site with all its contents and software and manage it (software, licenses, etc.).
- xii. Policy creation: creation of policy related to terms of usage, site policy and content management in consultation with NABARD.
- xiii. The service provider should issue a certificate to NABARD stating that the website is “Safe for Hosting”.
- xiv. The service provider should provide NABARD with monthly, quarterly and other reports as and when asked by NABARD 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”. NABARD reserves the right to compare the statistics with other industry standard measuring tools/reports to cross check.
- xv. The service provider should provide NABARD with a module/programme that tracks every change/update made in the website by mapping the IP address, username, etc. of the person effecting the changes.
- xvi. 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.

c) ***What audience does the site reach out to?***

The site caters to the needs of a variety of visitors comprising government officials, bankers, financial professionals, research scholars, research organizations, print and electronic media, NGOs, community-based organizations, farmer collectives, college students as well as common persons.

d) ***What are the usual uploading requirements on the NABARD website?***

- i. The website may need to be updated every day between 9 AM and 9 PM with tenders, announcements, data dissemination and such other information. Sometimes it is updated even on holidays.

- ii. In addition, there are statutory and other periodical publications (weekly to annual), each of about 20-30 MBs with text, tables, charts and graphs. Infrequent updating of reports also takes place.
- iii. The site is also required to stream webcasts as and when required. Currently the site provides only a link to the webcasts, with streaming done from a separate server provided by a different service provider.
- iv. All website updates are time-bound and though attempts are made to give soft copies of voluminous data at least a week in advance, it may not be possible to give soft copy well in advance all the time.
- v. 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.

e) ***What are the language specifications for NABARD website?***

The website is bilingual (English & Hindi). The website will also have films, photographs, multimedia presentations, branding of NABARD’s social media handles and interactive tools.

2) Platform and Database

a) The ownership of entire data hosted in NABARD’s corporate website, in all forms including text, data, graphics, animations, audio/video content, etc., rests only with NABARD. Similarly, the ownership of all source codes of software used for the purpose of hosting the content on NABARD’s corporate website would rest with NABARD. NABARD reserves the right to change the service provider for maintenance with one month notice period. Hence the source code along with other software/data required to migrate the entire website from the current service provider to another would have to be provided to NABARD whenever the same is asked for by NABARD.

b) The website will be hosted in-house in NABARD servers. The redesigning vendor should develop the website to be compatible with the following software development stack prescribed by NABARD:

Operating System	Red Hat Enterprise Linux
Type of DB	Relational
Database	MySQL Enterprise edition

Web Server	Apache / J Boss
Application Development Language	PHP / JAVA
Hypervisor Compatibility	AHV on Nutanix Platform

c) As the Virtual Server will be created on Nutanix Platform, the vendor is required to mention the Server Configuration details including CPU Cores, RAM, HDD and Storage Space for Web, App and DB Servers separately. All the software (OS, DB, web server software, application programming languages etc.) must be of the latest version.

d) Web Pages are displayed in HTML/.aspx format with scope for links to details wherever available.

e) Material is sent in MS-word, MS-Excel (charts & tables), .pdf, etc. The display is in html/.aspx, pdf and excel formats. Photographs are sent in JPEG or other formats. Videos are sent in MP4, AVI or WMV formats. Tables and accounting related data are maintained in MS-Excel format.

F) The print option with formatted page is available for all formats.

3) Some Requisites

a) The website must be available 24 x 7 x 365 with zero down time tolerance. Security and integrity of the database and the website has to be maintained under all circumstances.

b) Timeliness, uninterrupted service, volumes, quick response time and confidentiality are uncompromised requirements of the NABARD website. User friendliness is an equally important feature of the site.

c) There is no scope for error in placing information on the website at the scheduled time, neither before nor after, and keeping it confidential till then. NABARD considers error in this to be a reputation risk for itself and, therefore, unacceptable.

d) The service provider is required to complete development of the new website by 28th February 2021 including improving facilities and functionalities of the existing modules in the current website, migrate current data to the new site, run

a trail for at least two weeks and complete all the works required to take over and launch the new website on 31st March 2021.

- e) Enhancement of the features of the website should be a continuous exercise. The minimum enhancement of functionalities that need to be provided are:
- i. The site should have a responsive design
 - ii. Visually attractive design with a radically different design and approach
 - iii. Easy navigation; interactive interface
 - iv. Effective SEO strategies
 - v. Digital branding strategies
 - vi. Powerful search engine including advance search
 - vii. Compatible with all common web-browsers and Operating Systems on PC, Mobile and Tab platforms
 - viii. Audio/video streaming
 - ix. Interactive modules/portals to be added with provisioning for incorporation of modules with a special focus on present and future requirements
- f) The features/modules developed in the current website need to be maintained/enhanced including the following:
- i. WCAG 2.00 Level AA Compliant
 - ii. Maximum 2 hours for regular content uploads
 - iii. Manage and maintain software and networking equipment used to maintain the website. This also includes service administration.

4) Back-up and audit of website

- a) Back-up of the site with all content, script, software and other files is to be provided to NABARD at fixed intervals.
- b) The service provider will be responsible for installing anti-hacking /phishing related software.
- c) Each bidder should prove his ability to provide the following technical services / meet the technical expectations in a clear manner in the same sequence as specified below:
 - i. Should have expertise in Configuring, Installing and maintaining licensed software required for proper hosting of website with latest anti-virus with all critical updates to be installed in the server.

- ii. All software should be regularly patched/updated.
- iii. The service provider should use SLA metric for back-up and maintenance.
- iv. Bidder should have a governance structure in place to report to NABARD's team on daily, weekly and monthly basis and the solution should allow downloading of standard and custom reports on the monitoring status.
- v. Service provider should do 24X7X365 security monitoring of NABARD's website to detect attacks and alert about suspicious events that may lead to breach of security.
- vi. NABARD will undertake Vulnerability testing on a quarterly basis. The vendor will be required to patch the findings and submit work completed report without delay.

5) Period of Assignment

The initial assignment, i.e. contract, of the redesigning and maintenance of the website will be for a period of 3 years subject to review every year and will be extended further on mutually agreed terms on a yearly basis for a maximum period of another 3 years, i.e., totally 6 years. However, both parties will have the option to terminate the contract with a notice period of one month or on mutually agreed notice period.

6) Who can apply?

- a) A company/ partnership firm/ proprietary firm 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.
- b) The bidding company/ partnership firm/ proprietary firm must warrant that no legal action has been taken or being undertaken against it for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the RFP requirements, it shall provide details of the action(s).
- c) The bidding company/ partnership firm/ proprietary firm should have proven experience in designing a new site or migrating an old site as per WCAG2.0 guidelines for Levels A, AA, and AAA.
- d) The bidding company/ partnership firm/ proprietary firm should have proven **IN-HOUSE content writing and editing skills.**

- e) The bidding company/ partnership firm/ proprietary firm should have a **robust in-house designing team and should be well versed** with designing tools including **Adobe Photoshop, Adobe InDesign/Illustrator** and should be capable of handling video creation, video editing and e-learning portals. Experience of handling animation, e-commerce portals, etc. would be an advantage.
- f) The bidding company/ partnership firm/ proprietary firm should have handled digital media marketing successfully and should work on enhancing digital presence of NABARD with defined outcomes.
- g) The bidding company/ partnership firm/ proprietary firm must demonstrate that it has been engaged in the provision of similar services for other large and complex national /international institutions.

7) **How to apply?**

- a) Please send us a detailed profile of your company/ partnership firm/ proprietary firm, including the number of people and their technical qualifications, technical details of the connectivity between the NABARD and website manager for transmission of material, security policy and measures adopted by the company/ partnership firm/ proprietary firm in case of management of websites and any other relevant details that in your opinion should be crucial in proving your capability to manage NABARD website.
- b) Please also mention URLs of at least **three other public websites** that you manage for your clients and which in your opinion hold relevance for NABARD.
- c) **Please enclose a BRIEF write up reviewing the present NABARD website and how you visualize our website with suggestions about improvement. The note should be in BULLETS.**
- d) Please enclose **or give link of dummy Home page design(s) and** one inside page design(s) for the proposed NABARD design.
- e) It is recommended that a visit to the NABARD Website (www.nabard.org) would be beneficial in sizing up the requirement stated in this document.

8) Two-Stage Bidding Process

- a) For the purpose of selection of the vendor, a two-stage bidding process will be followed.
- 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.
- 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) 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 shortlisted for an individual presentation in front of the committee.
- e) Under the second stage, the Commercial Bids of those companies whose bids have been shortlisted earlier on the basis of evaluation of their Technical Bids, will only be opened for further processing.
- f) NABARD 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. The Bank at its discretion may disqualify the bidder's offer, if the clarifications/additional particulars sought are not submitted within the specified date and time.
- g) 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.
- h) NABARD 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.
- i) The commercial bid should contain quotation for redesigning and maintenance of website as envisaged in this document.
- j) The bids must be submitted in accordance with the format specified in this document.
- k) Bidding companies must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.

9) Commercial Bids will be opened in the presence (video conferencing) of bidders' representatives who choose to attend on the bid opening date. No separate intimation will be given in this regard to the bidders for deputing their representatives. However, the date and time for opening of Commercial bid shall be intimated separately by phone/email. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him to represent and attend the bid opening on behalf of the bidder. The format of the authorization letter is given in Annexure-V.

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

Pre-Contract Integrity Pact: All prospective bidders interested to bid must sign a pre-contract integrity pact as per Annexure VI. Tenders submitted without Pre-contract Integrity Pact will summarily be rejected and their subsequent Technical bid and Commercial bid will not be opened.

10) Timeline after allocation of work

Particulars	Date
Issue of work order and signing of agreement	04.12.2020
Development of new website	05.12.2020 - 28.02.2021
Preliminary meeting by the new agency to NABARD and gathering of final inputs for development	11.12.2020
Presentation to top management and feedback on the new website	01.03.2021
Migration of data and backup to the new server/vendor	09.03.2021 - 15.03.2021
Launch of new website	31.03.2021

Implementation and Payment Schedules: The total time for full project implementation will be 3 months from the date of signing of the contract. **The new website is expected to be fully functional by 15 March 2021.** NABARD expects the service provider to submit a clear road map for achieving this target.

Where to send? Please submit your proposal online through NABARD e-procurement site, <https://nabard.eproc.in>. The bidder shall submit two separate e-bids for the Technical Bid and Commercial/Financial bid.

- a) The bank reserves the right to change the dates mentioned above or in the RFP, which will be communicated through the Bank's website.
- b) Non-enclosure of Earnest Money Deposit (EMD) of Rs.50,000/(Rupees Fifty Thousand Only) or equivalent amount of Bank Guarantee will result in rejection of bid.
- c) The bidder shall ensure compliance of Central Vigilance Commission guidelines (CVC) issued/ to be issued from time to time pertaining to the work covered under this RFP.
- d) No binding legal relationship will exist between any of the bidder and NABARD until execution of a contractual agreement to the full satisfaction of the Bank.
- e) All Invoices should be made in the name of CGM, CCD, NABARD, HO, Mumbai with official email ID as ccd@nabard.org
- f) Public Procurement Policy on Micro and Small Enterprises (MSEs):
 - 14.1 NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
 - 14.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
 - 14.3 Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances
- g) NABARD shall be governed by the Public Procurement (Preference to Make in India) Order, 2017 – Revision dated 29 May 2019 issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce, Government of

India. Any claim of preference under the above order shall be considered subject to submission of all necessary documents as envisaged under the Order.

11) Pre-bid queries

All pre-Bid queries will be responded through email. Last date and time of receiving pre-bid queries is 05:00 pm on 16.10.2020. All clarification/queries are to be submitted in Word document as per the format in Annexure VII.

12) Period of bid validity

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

13) Evaluation

NABARD will evaluate the bids following the process as stated in Para 8 above. The evaluation criteria shall be based on the requirements stated in this bid document.

14) Terms of Payment

Following would be the payment schedule for each Phase:

On awarding and signing of the contract	10%
On developing and demonstrating requirements	30%
On live deployment	40%
On handing over source code	10%
On executing Performance Bank Guarantee	10%

Since the ownership of the source code used for customizing and hosting on NABARD’s website rests with NABARD, the source code must be handed over to NABARD immediately after completion of development and porting 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 NABARD. The ownership of source code and related Intellectual Property Right (IPR) with reference to NABARD’s corporate website will lie with NABARD only.

15) 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/ proprietary firm in the tender response. Any change of address of the company/ partnership firm/ proprietary firm should therefore be promptly notified to the Chief General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, Second Floor, 'A' wing, Plot No. C-24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai –400051 (Telephone: 022 26524693 ; email: ccd@nabard.org)

16) Signing of Contract

The vendor shall be required to enter into a contract with NABARD, within 30 days of the award of the bid or within such extended period, as may be specified by the Chief General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, Mumbai, on the basis of the Bid Document.

17) Penalties

- a) The BIDDER will provide the website designing and other services as per the service levels specified in RFP. In case these service levels cannot be achieved or the inability of the proposed services (entire IT Infrastructure provided by the BIDDER for example hardware, software, etc.) to meet the scope of work as defined in the RFP document, delay in pilot implementation and roll out or deliver the required functionality at service levels defined in this RFP at the specified volumes (including the expected increase in volumes) shall result in a breach of contract and invoke the penalty clause.
- b) The penalty for website designing & other services would be proportionate to 1% of the contract value for services below each percentage point of the specified expected service level, per month on an average of the incidences below the expected service level or part thereof of delay or non-compliance by the BIDDER, for that particular service. For any service, the penalty will not exceed the value of the service. However, total of such penalties shall not exceed 10% of the overall contract value.

18) Performance Bank Guarantee

- a) The vendor shall, at his own expense, deposit with the Chief General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, Mumbai, within 30 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.

- b) The Performance Bank Guarantee may be discharged by the Bank 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 till the end of the assignment Period.
- c) Failure of the vendor to comply with the above requirement, or failure of the vendor to enter into a contract within 30 days or within such extended period, as may be specified by the Chief General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, Mumbai, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the bid.

19) Right of NABARD to accept or reject the bid

- a) NABARD reserves the right to accept/reject any or all offers submitted in response to this without assigning any reason whatsoever.
- b) NABARD reserves the right to short-list the vendors based on the requirement of the Bank and may call bidders for a presentation or otherwise before an evaluation committee, at bidder's cost.
- c) NABARD shall be entitled to terminate the agreement with the Bidder at any time giving 90 days prior written notice to the Bidder if the bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice by NABARD.

20) Effect of Termination

The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.

- a) Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- b) In case the bank wants to continue with the bidder's services after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- c) The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
- d) Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

21) Indemnity

The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.

- a) The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. The format for Letter of Indemnity is given in Annexure - VIII.
- b) Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if

any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, sub-contractors etc.

- c) The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- d) However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

22) Liability of The Selected Bidder

- a. Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.
- b. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.
- c. However, the selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- d. "Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to loss of income or profits."

23) Liability of The Selected Bidder

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank,

in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the selected bidder.

24) Force Majeure

- a) The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is due to an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lock-outs and freight embargoes.
- b) If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c) 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 Bank and the bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
- d) Notwithstanding the above, the decision of the Bank shall be final and binding on the bidder.

25) Pricing

It is absolutely essential for the Vendor to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.

26) Information Ownership

All information processed, stored, or transmitted by bidder belongs to the Bank. The bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

27) Publicity

Any publicity by the Vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

28) Compliance with Laws

- a) Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as 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 indemnified, hold harmless, defend and protect the Bank 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) Compliance in obtaining approvals/permissions/licenses: 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, and in the event of any failure or omission to do so. shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank 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 there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

29) Resolution of Disputes

- a) All disputes and differences of any kind whatsoever, arising out of or in connection with this RFP and/or the Purchase Order thereafter or in the discharge of any obligation arising under this RFP and/or the Purchase Order shall be resolved amicably.
- b) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this RFP and shall have prior experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- c) The venue of the arbitration shall be Mumbai under the exclusive jurisdiction of the courts at Mumbai only.
- d) The award shall be final and binding on both the parties.
- e) Work under the Agreement shall be continued by Service Provider during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the RFP, no payment due, or payable by NABARD, to Bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is' the subject matter, or one of the subject matters thereof.
- f) Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

30) Privacy & Security Safeguards

The bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any Bank location. The bidder shall develop procedures plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The bidder shall also ensure that all subcontractors who are involved in providing such security

safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any Bank location.

31) Contract Re-Negotiation

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

32) Corrupt and Fraudulent Practices

a) As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

b) The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

33) Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver

of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

34) Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction (*place of jurisdiction at Mumbai*) may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

35) Non-Disclosure Information

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement/Confidentiality Undertaking with the Bank as per the prescribed format provided in Annexure - IX.

36) No Commitment to Accept Lowest or Any Offer/Bid

BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

37) Signing of The Bid

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

38) Costs of Preparation & Submission of Bid

The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

39) Confidentiality of The Bid Document

The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

Annexure I

Format for submitting Technical Bid

(No financials to be mentioned in this)

S. No.	Particulars	Details
1.	Basic:	
	a) Firm's Name	
	b) Date of Incorporation	
	c) Corporate Office Address	
	• Contact Person	
	• Phone No.(landline/Mobile)	
	• Fax No.	
	Email address	
	Contact person in Mumbai	
2.	Turnover:	
	• Turnover for last 3 years (In crores) Turnover of the firm Turnover of the website services	(Total turnover of Minimum Rs.1.00 crore each for the last three years – 2017-18; 18-19; 19-20)
	• Balance Sheet	Attach Audited Balance Sheet for last 3 years - 2017-18; 18-19; 19-20))
3.	Technical:	
	<i>Please provide details relevant only to website service</i>	(Total staff of at least 30)
	a) No of Technical Staff	
	• Hardware Area	
	• Software Area	
	b) Content writing/editing, designing skills and digital media	(Must have in-house capability for content writing / editing /designing)
	No of personal for content writing/editing	

	No of personal for designing	
	No of personal for digital media	
	<i>Attach links of websites for which content writing/editing was done</i>	
4.	Project implementation experience in designing and maintenance (Please provide details of the 3 best websites you created):	
4.1	Total number of clients handled	
4.2	Most important 10 clients handled	
4.3	Following information for any 3 Projects of the service provider	
	Project 1/2/3	Provide link of the website
	Name of project:	
	Project Location:	
	Client Name:	
	Was content writing/editing handled by you?	Tick the appropriate answer Yes No
	If yes, what was the content about? URLs of the same may be provided here.	
	Was design of the website done by you?	Tick the appropriate answer Yes No
	Was digital media marketing, if any, handled by you?	Tick the appropriate answer Yes No NA
	Number of concurrent visitors supported (<i>give maximum peak hits and average numbers</i>)	

<p>5.</p>	<p>Specific Technical Information:</p> <p>What would be the features and strategies adopted by the bidding company/ partnership firm/ proprietary firm on the following:</p> <ul style="list-style-type: none"> • website management • maintenance • content management • social media strategies <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>	
<p>6.</p>	<p>Proposal for support services for the new website of NABARD (Click appropriate answer)</p>	
	<p>24x7 availability for designing, maintaining and uploading</p>	<p>Yes No</p>
	<p>Will place one personnel of your firm in NABARD office for website related works during the period of the contract</p>	<p>Yes No</p>
	<p>Will maintain a turnaround time of maximum 4 hours</p>	<p>Yes No</p>
	<p>Will carry out design modifications of all pages as and when required till the closure of contract</p>	<p>Yes No</p>

7.	Dummy designs or online links for the proposed website: (a) Home page (b) Inside page (one can send more than one design options)	
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Annexure II

Format for submitting Commercial Bid

S. No.	Particulars	Amount (INR)
1	Name of the Firm:	
2	Phase I Revamping of website (as per points 1 to 5 of the RFP from page Nos.5-12)	
3	Phase II Annual maintenance charges for revamped website No of years of free maintenance (warranty) Per year charges after warranty period	
4	Cost per man day for taking up development of new modules@	
5	Other charges, if any – specify	

@ Additional work relating to creation of new modules that are not covered under the scope of work but are incidental to the project

Annexure III

PERFORMANCE BANK GUARANTEE

The Chief General Manager
Corporate Communications Department
National Bank for Agriculture and Rural Development
Second Floor, 'A' wing, Plot No. C-24
G-Block, Bandra-Kurla Complex
Bandra (E), Mumbai –400051. INDIA

Dear Sirs,

PERFORMANCE BANK GUARANTEE – Hosting of website and allied maintenance services

WHEREAS

M/s. (name of vendor), a company/ partnership firm/ proprietary firm registered under..... having its registered and corporate office at (address of the Supplier), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into a Purchase Agreement dated (hereinafter, referred to as “the said Agreement”) with you (National Bank for Agriculture and Rural Development) for hosting the website and allied services for the National Bank for Agriculture and Rural Development, as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs..... (in words and figures), being 10% of the Contract Price of Rs. ... (in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

- I. In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs..... (in words and figures) without any demur.
- II. Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
- III. This Performance Bank Guarantee shall continue and hold good till the completion of the warranty period for the 'Total Solution' i.e. (date), subject to the terms and conditions in the said Agreement.
- IV. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Purchase Agreement until the completion of the warranty period for the Total Solution as per said Agreement.
- V. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the

payment of the above said amount under this guarantee and we have an obligation to honor the same without demur.

- VI. In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.
- VII. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.
- VIII. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (National Bank for Agriculture and Rural Development).

- IX. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.

- X. Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.
- XI. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favor.
2. We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

- I. Our liability under this Performance Bank Guarantee shall not exceed Rs. (in words and figure);
- II. This Performance Bank Guarantee shall be valid only up to (date, i.e., completion of warranty period for the Total Solution); and
- III. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date i.e. six months after the completion of the contract period of the website).

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated this day 2020.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

- a) This guarantee will attract stamp duty as a security bond under Article 54(b) of the Mumbai Stamp Act, 1958.
- b) A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

Annexure IV

Format for furnishing Bank Guarantee In lieu of Earnest Money Deposit

Ref No.....

Dated: --/--/2020

The Chief General Manager
Corporate Communications Department
National Bank for Agriculture and Rural Development
2nd floor, A Wing
C-24, 'G' Block, Bandra-Kurla Complex
Bandra (East), Mumbai - 400 051.
Maharashtra

Dear Sir,

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

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

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

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

In the premises aforesaid and in consideration of NABARD having agreed at our request to exempt the tenderer from depositing the said EMD in cash.

We, _____ Bank having our Head Office at _____ and one of our Branches at _____ do hereby unconditionally and irrevocably guarantee unto the NABARD that the Tenderer will execute the Agreement soon upon acceptance of the tender by NABARD and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the said tender (read with any amendments made thereto by mutual consent of NABARD and the Tenderer) and supply the said software in the satisfaction of the NABARD / its Consultants within the time stipulated therein, failing which WE the _____ Bank shall, on demand and without demur, pay unto the NABARD the sum of Rs. -----/- (Rupees----- only) at its office at Mumbai.

We _____ Bank further covenant that:

- (a) We shall pay the aforesaid sum on demand made in writing by NABARD without reference to the Tenderers and notwithstanding any dispute or difference that may exist or arise between the NABARD and the tenderers;
- (b) that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABARD.
- (c) that the decision of NABARD on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;
- (d) that the notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;
- (e) that any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by NABARD to the Tenderer or any variation in the said tender / contract terms made by mutual agreement between NABARD and the Tenderer or any other act or deed on the part of

NABARD which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender / contract or by payment of the sum.

(f) that this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the tenderers to submit the said tender and enter into the said contract or any change in the constitution or dissolution of the Tenderers or change in its name;

(g) that it shall not be necessary for NABARD to exhaust its remedies against the Tenderers before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which the NABARD may have obtained or may hereafter be obtained from the Tenderers at the time when this guarantee is invoked is outstanding and unrealized;

(h) that we hereby agree that this guarantee shall be valid and be in force for a period of 180 days, i.e. up to _____ and we hereby agree to renew this guarantee for such further period or periods at the request of NABARD in the event of the works specified in the Tender are finally awarded to the Tenderers and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.

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

Yours faithfully

For and on behalf of

_____ Bank

(Authorized Official)

Annexure V

Letter of Authorisation to Bid

Ref No: _____

Date: --/--

/2020

The Chief General Manager
Corporate Communications Department
National Bank for Agriculture and Rural Development
2nd floor, A Wing
C-24, 'G' Block, Bandra-Kurla Complex
Bandra (East), Mumbai - 400 051.
Maharashtra

Dear Sir,

Subject: Authorization Letter for submitting bid documents

REF: RFP Ref No. _____

This has reference to your above RFP for procuring the Solution for a period of 5 years. Mr/Mrs/Miss _____ is hereby authorised to submit the bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank's request for proposal vide RFP _____ dated _____ on behalf of our organization.

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

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

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

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

Annexure VI

Pre Contract Integrity Pact

(On Bond Paper Value of Rs.100/-)

Between

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

And hereinafter referred to as “The Bidder”

Preamble

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

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

Section 1 – Commitments of the Buyer

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

a. No employee of the Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Buyer will, during the tender process treat all Bidder(s) with equity and reason. The Buyer will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Buyer will exclude from the process all known prejudiced persons.

(2) If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this

regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyers, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the

matter. (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages

(1) If the Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Buyer has terminated the contract according to Section 3, or if the Buyer is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

(1) In case of Sub-contracting, the Buyer Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Buyer will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Buyer will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor

(1) The Buyer appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for NABARD is:

Shri Subodh Kumar Goel Advocate & Financial Consultant 501, Tower-6 Commonwealth Games Village New Delhi – 110 092	OR	Shri P K Sangewar Retd. PCMM / SCR H No. 12-5-65/1, Flat No 109, Shri Harsha Sethuram Unique, Vijaypuri Colony, South Lalaguda, Secunderabad, Telangana - 500 017
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(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request

and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

BUYER

Name of the Officer

Designation

NABARD

BIDDER

Chief Executive Officer

Organisation

Witness

1. _____

1. _____

2. _____

Witness

2. _____

Annexure VII

Pre Bid Queries Form

Clarifications required:

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

S. No.	Clause No. and Page No	Text as per RFP	Clarifications and Amendments sought

Annexure VIII

Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

Ref No: _____

Date:--/--/2020

The Chief General Manager,
Corporate Communication Department,
National Bank for Agriculture and Rural Development
Department of Information Technology, 2nd floor, C Wing
C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai -400 051.

Dear Sir

Subject: _____

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

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

We, the said _____ Limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said

systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorised persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

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

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

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

other statutory infringements in respect of all components provided to fulfil the scope of this project.

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

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

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

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

SCHEDULE

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

Yours faithfully

(Name and Designation) of Authorized Official

Annexure IX
Confidentiality Undertaking

Ref No: _____

Date:--/--/2020

The Chief General Manager
National Bank for Agriculture and Rural Development
Corporate Communication Department, 2nd floor, C Wing
C-24, 'G' Block, Bandra-kurla Complex
P.B. No. 8121, Bandra (East)
Mumbai - 400 051.

Dear Sir,

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

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than the following:-
 - With your prior written consent, such consent not to be unreasonably withheld;
 - To the extent that such disclosure is required by law;

- To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
- To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

4. We shall not disclose or divulge any of the Confidential Information to any other client of _____ (name of product vendor / implementation partner)

5. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.

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

Yours Sincerely

Signature and Stamp of Company

Authorised Signatory

Designation:

Date: