

**REQUEST FOR PROPOSAL (RFP)
FOR DESIGN, DEVELOPMENT &
MAINTENANCE OF NABCONS
OFFICIAL WEBSITE**

(Tender No. NABCONS.CO/WEBSITE-2019)

NABARD CONSULTANCY SERVICES (NABCONS)

24, Rajendra Place, 7th Floor, NABARD Tower, New Delhi -110125.

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Introduction

NABARD Consultancy Services (P) Limited (NABCONS) is a wholly owned subsidiary of National Bank for Agriculture and Rural Development (hereinafter referred to as NABARD) and is engaged in providing consultancy in all spheres of agriculture, rural development and allied areas. The Company is registered under the Company's Act, with an authorized capital of ₹2500 lakh and paid up capital of ₹500 lakh.

The broad areas of specific competence in which the consultancy assignments are taken up by NABCONS are feasibility studies, project formulation, appraisal, financial arrangement, project management and monitoring, concurrent and impact evaluation, restructuring of Agriculture Business units, vision documentation, development administration and reforms institution development and turnaround of rural financial institutions, performance rating of rural agencies, bank supervision, policy and action research studies, seminars on rural development themes, micro finance related training, exposure visits and capacity building, training of trainers and building up of training institutes etc.

The Corporate Office of NABCONS is at New Delhi. NABCONS also has Zonal Offices in Mumbai (which is also registered office of NABCONS), Guwahati and Hyderabad. Apart from these, NABCONS has Nodal Officers in all states of India.

Objective of RFP

To engage a qualified and experienced agency having experience in the field of Design, Development, Hosting and Maintenance of Websites. The agency shall be required to design NABCONS website as per the requirement of the Company. The agency would also be required to prepare a detailed software requirement specification. The agency shall provide end-to-end managed service for development and maintenance of website.

Scope of Work

a) Along with its usual core skills, the service provider will be required to position NABCONS'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) Search Engine Optimization (SEO) based design strategy and (iv) provide infrastructure hosting services.

b) Functional Requirements

- Content Management System (CMS) with blogging feature.
- Multi-level user log-in option linked with access permissions.
- Information about NABCONS, Objectives, Activities and Achievements.
- Information about various committees of council/ board.
- Information about Verticals controlling various projects.
- Provision of uploading multimedia files including images, videos, connecting to social media profiles of the organization like Facebook, Twitter, LinkedIn etc.
- NABCONS Modules (Details in Annexure 4)
 - i. NABCONS Estimation Forecast System (NEFS)
 - ii. NABCONS Lead Management System (NLMS)
 - iii. NABCONS Empanelment System (NES)
- 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 website will be in open source environment with proven development tools and database. No commercial or proprietary software shall be used in development of the complete website.
- Integration with NRICH – ERP and HRMS APIs to display statistics/content.

c) Technical Platform

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.

d) 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.

e) Maintenance

The agency is expected to maintain the complete website both technical and application for overall 5 years 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.

f) 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.

g) Integration

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.

h) Migration

Migration from existing hosting environment and website content to the proposed environment with latest application code and database. Short-listed bidder shall appoint a single point of contact with whom NABCONS will interact and should be subject matter/domain experts to interact with the technical team in NABCONS.

i) Training

- The agency must ensure that NABCONS 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.
- The training programme may be repeated once every year for a website manager or admin as per requirement of NABCONS.

Website Audience

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 general public.

The URL of existing website is www.nabcons.in

Maintenance Requirement

- i. The website need to be updated every day between 9 AM and 6 PM with tenders, announcements, data dissemination and such other information. Sometimes it is updated even on holidays.
- ii. In addition, there are 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. 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.
- iv. 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.

Content Language

The website shall be in bilingual (English & Hindi). The website will also have videos, photographs, multimedia presentations and interactive tools.

Pre-bid Meeting

A pre-bid meeting would be held at 3:00 PM on 12th September, 2019 at the Corporate Office of NABCONS located at Conference Room, 7th Floor, 24, NABARD Tower, Rajendra Place, New Delhi-110125. Those bidders desirous of attending the pre-bid meeting may please register their names by sending an email addressed to it@nabcons.in latest by 3:00 PM on 11th September, 2019.

Bidders are required to direct all communications for any clarification related to this RFP, to NABCONS either during the pre-bid meeting or through email to it@nabcons.in (latest by 3:00 PM on 11th September, 2019). All queries relating to the RFP, technical or otherwise, must be in writing only. NABCONS will try to reply, without any obligation in respect thereof, every reasonable query raised by the bidders. However, NABCONS will not answer any communication initiated by bidders after the completion of pre-bid meeting. Bidders should invariably provide details of their email address(es) as responses to queries will only be provided to the bidder via email. If NABCONS in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then NABCONS reserves the right to communicate such response to all bidders.

Eligibility Criterion

- i The bidder should be a registered company. (Copy of Certificate of registration is required to be submitted by the bidder.)
- ii 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.
- iii The bidders should meet the following qualifying criteria with average annual turnover during the last 3 financial years ending 31st March, 2016-17; 17-18; 18-19.

Turnover Criteria of the Firms in Rupees (Minimum)
25 lakhs

- iv The company/ partnership firm/ any other should have experience of hosting websites with interactive features.
- v The bidding company/ partnership firm/ any other 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).
- vi **The bidding company/ partnership firm/ any other should have a fully functional development and service center in New Delhi or NCR (mere marketing and representative office will not qualify).**
- vii The bidding company/ partnership firm/ any other 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.
- viii The Data Centre / Data Recovery Centre where the websites will be hosted should be located in India and be ISO 27001 certified.
- ix The bidding company/ partnership firm/ any other shall have in-house content writing and editing skills.
- x The bidding company/ partnership firm/ any other should have a robust in-house designing team and should be well versed with designing.

- xi The bidding company/ partnership firm/ any other should have handled digital media marketing successfully and should work on enhancing digital presence of NABCONS with defined outcomes.
- xii The bidding company/ partnership firm/ any other must demonstrate that it has been engaged in the provision of similar services for other large and complex national /international institutions.

Data Ownership

The ownership of entire data hosted in the NABCONS's corporate website, in all forms including text, data, graphics, animations, audio/video content, etc., rests only with NABCONS 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 NABCONS's corporate website would rest with NABCONS. NABCONS reserves the right to change the service provider for maintenance with one month 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 NABCONS, would have to be provided to NABCONS and handhold/ facilitate the migration activity with new vendor whenever the same is asked for by NABCONS.

Period of Assignment

The initial assignment, i.e. contract, of the maintenance of the website will be for a period of 5 years subject to review of services every year and can be extended further on a yearly basis for a maximum period of another 3 years, i.e., totally 8 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.

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 70% weightage towards Technical Bid and 30% 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) NABCONS 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. NABCONS 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) NABCONS 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 including web hosting services as envisaged in this document.
- 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.

Technical Evaluation Criteria

S. No	Criteria	Range of Marks (Max. Marks)	Minimum Required	Marks Obtained
1	ISO, SEI, CMMI or relevant Certification.	05 (2.5 for each certification)	2.5	
2	Adequacy of proposed approach & methodology, in line with the requirement.	20	11.5	
3	Past experience in Design, Development & Maintenance of Website/ Web portal/ Web application.	10 > 8 projects – 10 marks >=3 - 8 projects – 5 marks <3 projects – 0 marks	5	
4	Experience in Design & Development of Govt./PSU/ Corporate bodies Website/ web portal/ Web application.	10 > 4 projects – 10 marks >=1 - 3 projects – 5 marks	5	
5	Innovation content of the proposal/technical solution, suggested layout.	10	5	
6	Technical team and other resources availability with bidder having PM experience on Govt/ PSU/ Corporate bodies in Website/ web portal design, development, hosting and maintenance. <ul style="list-style-type: none"> • Project Manager/ Lead • UI/UX Designer • Programmer 	15 (5 each for 3 resources) >=4 projects – 5 marks >2 - 4 projects – 4 marks = 2 projects – 2 marks	6	
	Total Marks	70 marks	35 marks	
Technical Presentation		30 marks		

Technical Presentation

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

Timeline frame for bidding

The time frame for the bidding process is as under:

Events	Tentative Dates
Date of Advertisement	26 th August, 2019 (Monday)
Pre-Bid meeting with Bidders	12 th September, 2019 (Thursday), 3:00 PM
Last date for receipt of bidders' queries	11 th September, 2019 (Wednesday) by 3:00 pm
Last Date and Time for receipts of Proposals	19 th September, 2019 (Thursday) by 3:00 pm
Time & Date of Opening of technical bids	19 th September, 2019 (Thursday) at 3:30 pm
Shortlisted Bidder presentations and Site Visit	<will be communicated to shortlisted bidders via email>
Opening of commercial bid	<will be communicated to shortlisted bidders via email>

Implementation and Payment Schedules

The total time for full project implementation will be 3 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. NABCONS 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 NABCONS 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 NABCONS on valid ground before expiry of delivery period.

The new website is expected to be fully functional by 16th December, 2019. NABCONS 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 Website	30%
On deployment of website and mapping with www.nabcons.com	30%
On handing over source code along with user manual	10%
On completion of 3 months from the date of deployment of website on www.nabcons.com	10%

Since the ownership of the source code used for customizing and hosting NABCONS's website rests with NABCONS, the source code must be handed over to NABCONS 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 NABCONS. The ownership of source code and its related Intellectual Property Right (IPR) with reference to NABCONS's corporate website will lie with NABCONS only. In case, NABCONS 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 manner.

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, details including physical location of the main server and the mirror server, technical details of the server on which the sites are hosted, bandwidth available, technical details of the connectivity between the NABCONS and website manager for transmission of material, security policy and measures adopted by the company/ partnership firm/ any other 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 NABCONS website.

- a) 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 NABCONS.
- b) **Please enclose a BRIEF write up reviewing the present NABCONS website and how you visualize our website with suggestions about improvement. 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 NABCONS design.
- d) It is recommended to the bidder to explore and visit to the NABCONS Website (www.nabcons.com) which would be beneficial in sizing up the requirement stated in this document.

Please send your proposal with Technical and Commercial Bids in the specified formats giving complete details **in separate sealed covers**, super scribed as **‘NABCONS Website: Technical Bid’** and **‘NABCONS Website: Commercial Bid’**, to

Vice President (IT)
NABARD Consultancy Services Pvt. Ltd. (NABCONS),
Corporate Office,
7th Floor, NABARD Tower, 24,
Rajendra Place,
New Delhi - 110008.

Period of bid validity

The Bids shall be valid for a period of 90 days from the closing date for submission of the bid.

Evaluation

NABCONS will evaluate the bids on QCBS (70% Technical and 30% 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 Firm(s) should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Firm(s) to influence the employer in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of the Firm(s) proposal.
- The employer will constitute a selection Committee to carry out the evaluation process.
- 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 their responsiveness to the Term of Reference and by applying the evaluation criteria specified in this RFP.
- Financial proposal of only those firm(s) who 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 Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30.

- 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)

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 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.
- It the technical proposal indicates/ discloses directly or indirectly financial proposal.
- A non-responsive proposal shall be rejected at this stage.

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. However, the basis of proposal shall not be permitted to be changed/alterd either to fulfil minimum eligibility criteria or to make a non-responsive proposal responsive or to qualify for meeting the technical proposal parameters. The proposals which are found deficient or defective or unacceptable due to any reason shall be treated as non-responsive.

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 NABCONS.

Signing of Contract

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

Earnest Money Deposit (EMD)

An EMD of Rs. 24,000.00 (Rupee Twenty Four Thousand only) in the form of Demand Draft (DD) drawn in favour of NABARD Consultancy Services Pvt. Ltd., payable at New Delhi has to be submitted along with the proposal.

- i. Proposal not accompanied by EMD shall be rejected as non-responsive.
- ii. No interest shall be payable by the Employer for the sum deposited as EMD.
- iii. No bank guarantee will be accepted in lieu of the earnest money deposit.

- iv. The EMD of the unsuccessful bidders would be returned back.

The EMD shall be forfeited by the Employer in the following events:

- i. If proposal is withdrawn during the validity period or any extension agreed by the Firm(s) thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- iii. If the Firm(s) tries to influence the evaluation process.
- iv. If the first ranked Firm(s) withdraws his proposal during financial negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Firm(s)).
- v. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- vi. If the Successful Bidder fails to execute the Agreement within the stipulated time or any extension thereof provided by NABCONS.

Performance Bank Guarantee

- i. The vendor shall, at his own expense, deposit with the NABCONS, 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.
- ii. After submission of Performance Bank Guarantee (PBG), EMD shall be returned to the firm.
- iii. The Performance Bank Guarantee may be discharged by NABCONS 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.
- iv. 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 NABCONS, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the bid.

Right of the NABCONS to accept or reject the bid

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

Governing Law and Disputes

- a) The bids and any contract resulting therefrom shall be governed by and construed according to the Indian Laws.
- b) All disputes or differences whatsoever arising between the parties (i.e., NABCONS 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 New Delhi, India.
- c) The vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by NABCONS 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.
- d) The venue of the arbitration shall be New Delhi, India.

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 NABCONS in this regard shall be final and shall not be questioned in arbitration or other legal proceedings.

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 NABCONS. 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.

Conditions under which this RFP is issued

- i. This RFP is not an offer and is issued with no commitment. NABCONS reserves the right to withdraw the RFP and change or vary any part thereof at any stage. NABCONS 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.
- ii. NABCONS 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.
- iii. The Applicant shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying postage, delivery fees, expenses associated with any demonstration or presentations which may be required by

NABCONS or any other costs incurred in connection with or relating to its proposal. All such cost and expenses will remain with the Applicant and NABCONS shall not be liable in any manner whatsoever for the same or for any other expenses incurred by an Applicant in preparation or submission of the Proposal.

- iv. NABCONS reserves the right to withdraw this RFP, if it is in the best interest of the organization.
- v. Timing and sequence of events resulting from this RFP shall ultimately be determined by NABCONS.
- vi. No oral conversations or agreements with any official, agent or employee of NABCONS shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of NABCONS shall be superseded by the definitive agreement that results from this RFP process. Oral communications by NABCONS to bidders shall not be considered binding on NABCONS, nor shall any written materials provided by any person other than NABCONS.
- vii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against NABCONS or any of their respective officials, agents, or employees arising out of, or relating to this NABCONS or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- ix. **Late Proposal:** Any Proposal received by NABCONS after due date will not be accepted and shall be returned unopened to the Bidder.
- x. For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the qualification proposal will become the property of NABCONS and will not be returned after opening of the qualification proposal. NABCONS is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. NABCONS shall not be bound by any language in the proposal indicating

the confidentiality of the proposal or any other restriction on its use or disclosure.

- xi. By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

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 New Delhi :	
2.	Turnover:	
	<ul style="list-style-type: none"> • Turnover for last 3 years (In lakhs) <div style="text-align: right; margin-right: 50px;"> 2016-17 2017-18 2018-19 Average: </div>	
3.	Technical:	
	<i>Please provide details relevant only to website service</i> a) No of Technical Staff	
	• Hardware Area	
	• Software Area	

	b) Content writing/editing, designing skills and digital media	
	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, 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 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
	Number of concurrent visitors supported (give maximum peak hits and average numbers)	

<p>5.</p>	<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> <p>website management</p> <p>maintenance</p> <p>content management</p> <p>uptime/availability strategies#</p> <p>security management</p> <p>back-up system</p> <p>disaster recovery and business continuity plan</p> <p># Website will be hosted on a dedicated server in a data center which is at least of tier III category and a dedicated DR Server in a different seismic Zone. The service provider may host the server in a data center owned by them or in a third party data center. The service provider should ensure that the web site has an uptime for 99.9%.</p> <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>(a) Proposal including timeframe to take over hosting of the website as it is at present.</p> <p>(b) Proposal including time frame to implement suggestions.</p>	
<p>7.</p>	<p>Proposal for support services for the new website of NABCONS (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>

	Will provide complete security services for the website including anti-phishing	Yes No
8.	Dummy designs or online links for the proposed website: <ul style="list-style-type: none">) Home page) Inside page (one can send more than one design options)	
9.	Other Information:	
	Conforming to privacy norms	Yes. Would abide by and privacy norms policy of NABCONS
	What would be the frequency in change of the team hosting website that would normally interact with NABCONS team	
	Please give any other information that you feel would be useful.	

Annexure II

Format for submitting Commercial Bid

S. No.	Particulars	Amount (INR)
1	Name of the Firm:	
2	Revamping of website	
3	Modules (Details in Annexure 4) <ul style="list-style-type: none">▪ NABCONS Estimation Forecast System (NEFS)▪ NABCONS Lead Management System (NLMS)▪ NABCONS Empanelment System (NES)	
4	Annual maintenance charges No of years of free maintenance (warranty) Per year charges after warranty period	
5	Hosing Charges per year Website Modules as per (3)	
6	Cost per man day for taking up additional work@	

7	Other charges, if any – specify	
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* 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 NABCONS website that are not covered under the scope of work but are incidental to the project

Annexure III
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

NABARD Consultancy Services Pvt. Ltd., a 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 "**NABCONS/Purchaser**" which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns)

WHEREAS

(1) NABCONS is desirous to Design, Develop, Deploy and Maintenance of website (www.nabcons.com) (hereinafter referred to as "**said works**") and has requested _____ a _____ registered/est ablished/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.

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

3. One of the conditions of the said tender is that the Contractor shall furnish to NABCONS 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 NABCONS 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.

4. The Contractor has approached us for issuing a PGB in favour of NABCONS 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 NABCONS, forthwith on mere demand and without any demur, as may be claimed by NABCONS to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by NABCONS by reason of failure to perform the said works as per the said contract.

2). Notwithstanding anything to the contrary, the decision of NABCONS 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 NABCONS to establish its claim or claims under this Guarantee but shall pay the same to NABCONS 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 NABCONS on the Bank shall be conclusive and binding notwithstanding any difference/dispute between NABCONS and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3). 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 NABCONS' 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).

4). The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of NABCONS 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 NABCONS under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or NABCONS certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5). In order to give full effect to the Guarantee herein contained, NABCONS shall be entitled to act as if the Bank is NABCONS' principal debtors in respect of all NABCONS' 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.

6). The Bank agrees with NABCONS that NABCONS 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 NABCONS 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 NABCONS or any other indulgence shown by NABCONS 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.

7). 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 NABCONS by any amalgamation or absorption or with the contractor, Bank or NABCONS, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8). 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.

9). 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.

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

11). 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.

12). Notwithstanding anything contained herein:-

a) Our liability under this Bank Guarantee shall not exceed and is restricted to _____ (Rs.

_____ only)

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

1 NABCONS Estimation Forecast System (NEFS)

Scope of Work:

- i. Design, Develop, Deploy and Maintain – Web application for Estimation Forecast System.
- ii. Web hosting of the system and its maintenance.

Web Application

Web application will have four types of users with dashboard facility as below:-

- System Admin
- Approver
- Estimator

Estimator:

- The user will be able to initiate and draft an Estimate Forecast
- The user will be able to draft and send the estimate to the approver user through the system for approval
- The user will be able to select the pre-defined templates from the system as per the project category/ type
- The project type will enable system to formulate a draft estimation and capture the required inputs from the user with proper validation
- The estimator will be able to take print, download the drafted estimate in excel or pdf format.
- Approver:
- The user will be able to view, edit and approve the drafted estimated forecast.
- The user will be able to view all the estimated forecast in list view, which are sent for approval.
- The user will be able to see the statistics on dashboard like no. of estimations approved, created and etc.

System Admin:

- Web system should allow admin to add, delete, and activate/disable any user.
- Only admin will be able to delete any estimated forecast and also download, restore complete system database from the web application.
- Admin user will be able to see the statistics on dashboard like no. of estimations approved, created and etc.

Specifications:

- The complete web based system is expected to be in dynamic in nature with centralized database and on open source technologies.
- The design of system is to be in responsive in nature and shall be browser friendly.

- No commercial license shall be required to make use of system or maintain.
- The standard best practices should be followed while designing and developing the system with adequate data security features to safe guard the system with any type of threat.

2 NABCONS Lead Management System (NLMS)

Scope of Work:

- i. Design, Develop, Deploy and Maintain — Web Based System.
- ii. Web hosting of the system and its maintenance.
 - The system shall capture leads through online pre-defined forms and API's.
 - The system shall be able to auto distribute the captured leads as per pre-defined i' routing principle.
 - The system shall be able to generate/ display the statistics/ reports of captured leads, answered leads and etc.
 - The system shall allow users to log into the system, view assigned leads, reply to leads and escalate.
 - The system shall send auto notification to the lead sender about the receipt of lead within the system.

Specifications:

- The complete web based system is expected to be in dynamic in nature with centralized database and on open source technologies.
- The design of system is to be in responsive in nature and shall be browser friendly. No commercial license shall be required to make use of system or maintain.
- The standard best practices should be followed while designing and developing the system with adequate data security features to safeguard the system with any type of threat

3 NABCONS Empanelment System (NES)

To Capture empanelment request online and generate list of approved request.

Scope of Work:

- i. Design, Develop, Deploy and Maintain – Web Based System.
- ii. Web hosting of the system and its maintenance.
 - The system shall capture empanelment request online through a web based form with a capability to upload required documents in pdf format.
 - The captured request with documents shall be automatically routed to the concerned empanelment approver officer.
 - The system shall maintain database of all the approved and unapproved requests. The system shall able to display the empanelment list as per the pre-defined categories.
 - The system shall be able to display the empanelment application status to the request submitter by a unique identification number.

Specifications:

- The complete web based system is expected to be in dynamic in nature with centralized database and on open source technologies.
- The design of system is to be in responsive in nature and shall be browser friendly.
- No commercial license shall be required to make use of system or maintain.
- The standard best practices should be followed while designing and developing the system with adequate data security features to safe guard the system with any type of threat.

AGREEMENT

**AGREEMENT FOR DESIGN, DEVELOPMENT & MAINTAINACE OF
NABCONS OFFICIAL WEBSITE (WWW.NABCONS.COM)**

THIS AGREEMENT executed at New Delhi on this ___ day of _____, 2019

Between

NABARD Consultancy Services Pvt. Ltd, a wholly owned subsidiary of National Bank for Agriculture and Rural Development (hereinafter referred to as NABARD) and having its Corporate Office at 24, Rajendra Place, 7th Floor, NABARD Tower, New Delhi – 110008 (hereinafter referred to as ‘NABCONS’) OF THE FIRST PART:

And

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT

Article I. SCOPE OF WORK

c) Along with its usual core skills, the service provider will be required to position NABCONS’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 design strategy and (iv) provide infrastructure hosting services.

d) Functional Requirements

- Content Management System (CMS) with blogging feature.
- Multi-level user log-in option linked with access permissions.
- Information about NABCONS, Objectives, Activities and Achievements.
- Information about various committees of council/ board.
- Information about Verticals controlling various projects.
- Provision of uploading multimedia files including images, videos, connecting to social media profiles of the organization like Facebook, Twitter, LinkedIn etc.
- NABCONS Modules (Details in Annexure 4)
 - iv. NABCONS Estimation Forecast System (NEFS)

v. NABCONS Lead Management System (NLMS)

vi. NABCONS Empanelment System (NES)

- 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 website will be in open source environment with proven development tools and database. No commercial or proprietary software shall be used in development of the complete website.
- Integration with NRICH – ERP and HRMS APIs to display statistics/content.

j) Technical Platform

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.

k) 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.

l) Maintenance

The agency is expected to maintain the complete website both technical and application for overall 5 years 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.

m) Content

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

n) Integration

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.

o) Migration

Migration from existing hosting environment and website content to the proposed environment with latest application code and database. Short-listed bidder shall appoint a single point of contact with whom NABCONS will interact and should be subject matter/domain experts to interact with the technical team in NABCONS.

p) Training

- The agency must ensure that NABCONS 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.

The training programme may be repeated once every year for a website manager or admin as per requirement of NABCONS.

Article II. TERM AND TERMINATION OF AGREEMENT

Implementation Location

Implementation and Project Coordination shall be carried from NABCONS Corporate Office, located at New Delhi.

Deliverables

Following should be delivered to NABCONS

1. Software Requirement Specification (SRS)
2. Design of Website
3. Original Source Code of the application
4. Deployment of the website on live server
5. User & Quick reference manuals
6. Training

The agency will carry out a “System Requirement Specification (SRS) and get a sign off from NABCONS’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 NABCONS 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 NABCONS before design phase is started.

Proposed Infrastructure

As mentioned in the RFP, the hosting infrastructure shall be complied with the guidelines issued by MeitY.

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 NABCONS, 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 NABCONS.
 - The agency has to resolve any bug or error either in application or hardware required to for operationalization of the solution/ website developed for NABCONS.
 - In addition, all associated documentation relating to the application software, test results during development phase, clean source code for NABCONS etc. should have been completed.
 - It is the sole responsibility of the agency to put in place the "Verified, Validated and up to date" data provided by NABCONS 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	30%
On deployment of website and mapping with www.nabcons.com	30%
On handing over source code along with user manual	10%
On completion of 3 months from the date of deployment of website on www.nabcons.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

- I. Changes required in the existing system after mutual acceptance would be treated as Change Request.
- II. Implementation of security patches shall not be treated as change request and would be covered under support or technical maintenance period.
- III. Upon raising of a Change Request, both NABCONS and the agency shall discuss and mutually agree upon the efforts in Man-Days and actual timelines required to bring upon the desired changes.
- IV. During the entire contract period Man-Day Cost of Rs _____ exclusive of applicable taxes, shall be charged. However, NABCONS 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

NABCONS 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 NABCONS. There shall not be any additional charges payable by NABCONS 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 b/w the agency and NABCONS. 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. NABCONS 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 NABCONS 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 NABCONS 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 NABCONS 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 NABCONS 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 NABCONS during the support period. In such a condition, the payment terms will be redefined by NABCONS 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 NABCONS 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 the NABCONS' 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 NABCONS in the event of any disaster. The agency shall observe and ensure the above mentioned RPO & RTO parameters. NABCONS understands that the agency is capable of mounting a DR site if required by NABCONS in future on payment of additional charges.

Order Cancellation

NABCONS 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 the 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 NABCONS.

In addition to the cancellation of Work Contract, NABCONS 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 NABCONS 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 NABCONS 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 NABCONS 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.
- NABCONS will give notice to the agency of any such claim without delay. NABCONS 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 NABCONS against any loss or damage that NABCONS 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 NABCONS is to be used will be done only with the explicit written permission of NABCONS.

Performance Bank Guarantee

- v. The vendor shall, at his own expense, deposit with the NABCONS, 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.
- vi. After submission of Performance Bank Guarantee (PBG), EMD shall be returned to the firm.
- vii. The Performance Bank Guarantee may be discharged by NABCONS 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.
- viii. 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 NABCONS, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the bid.

NABCONS 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

For software / hardware / RDBMS / Other related suits, the agency shall guarantee that the software / hardware / RDBMS / Other related suits supplied to NABCONS are licensed, legally obtained and will not require any further licensing costs, other costs or any other software/hardware purchase to meet the above mentioned guarantees.

Guarantees on System Up-Time

- The combined Up-Time of the hardware and software provided by the agency relating to the software package should provide continuous and guaranteed level of service and functionality as defined in this document (except the down-time due to NABCONS's network failure).
- The agency undertakes and guarantees a system Up-Time of 99.8% during support period and the period in which AMS is paid by NABCONS to the agency.
- The agency is liable for a penalty of Rs. 1,000/- (Rupees One thousand only) per day or part thereof when system availability falls below the expected availability of 99.8%, apart from software being replaced (if required) and hosting infrastructure being changed (if required) at The agency own cost for ensuring system availability. Such penalty shall be adjusted as maintenance credit against the AMS payable by NABCONS to the agency or by invoking the Performance Bank Guarantee.

Escalation Matrix

NABCONS:

<Needs to be added>

The agency:

<Needs to be added>

Security

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 NABCONS 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:** NABCONS 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

- iii. The serious discrepancy in the quality of service is observed

Before terminating the Contract upon any of the aforesaid grounds (i) to (iii), NABCONS 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, NABCONS 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 NABCONS or confidentiality of breach caused by the Agency or willful misconduct in the opinion of NABCONS is exhibited by the Agency, NABCONS shall reserve the right to forthwith terminate the contract and besides, in such event, NABCONS shall be entitled to damages as may be deemed proper by NABCONS.

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

- B. NABCONS 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:

NABCONS 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 NABCONS. 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, NABCONS will pay to the Agency all fees payable against the works and services completed by the Agency and accepted by NABCONS 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 NABCONS 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 NABCONS 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 NABCONS 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 NABCONS management.

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

Limitation of Liability

Notwithstanding anything to the contrary contained in this agreement , NABCONS 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: _____
(Signature)

By: _____
(Signature)

Name: _____
(Type or print)

Name: _____
(Type or print)

Title: _____

Title: _____

Date: _____

Date: _____

Witness

By: _____

(Signature)

By: _____

(Signature)

Name: _____

(Type or print)

Name: _____

(Type or print)

Title: _____

Title: _____

Date: _____

Date: _____