



NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

(Fully Owned by Govt. of India and R.B.I)



Post Box No. 8121, C-24, 'G' Block, Bandra - Kurla Complex, Bandra (E), Mumbai - 51

Request for Proposal For Designing, Hosting and Maintaining NABARD website

National Bank for Agriculture and Rural Development has a website (www.nabard.org) which is to be redesigned, updated and maintained on a regular basis. NABARD, invites estimates for designing, hosting and maintaining of the website. For a detailed description of the job please see Tenders section of the NABARD website. **The last date for submission of tenders is 13 February, 2012**. A pre-bid meeting will be held on 30 January, 2012.

Taking Rural India >> Forward



राष्ट्रीय कृषि और ग्रामीण विकास बैंक

(भारत सरकार एवं भारतीय रिज़र्व बैंक के पूर्ण स्वामित्व में)



प्रधान कार्यालय: प्लॉट सं. सी - 24, जी ब्लॉक, बांद्रा कुर्ला काम्प्लेक्स,
पोस्ट बॉक्स सं. 8121, बांद्रा (पूर्व), मुंबई - 400051

नाबार्ड वेबसाइट की डिज़ाइनिंग, होस्टिंग और उसे मेन्टेन करने के लिए प्रस्ताव हेतु अनुरोध
राष्ट्रीय कृषि और ग्रामीण विकास बैंक की एक वेबसाइट (www.nabard.org) है जिसे रिडिज़ाइन, अपडेट किया जाना है और नियमित रूप से इसे मेन्टेन किया जाना है. नाबार्ड उक्त वेबसाइट की रिडिज़ाइनिंग, होस्टिंग और मेन्टेन करने के लिए दरों के अनुमान (एस्टिमेट) आमंत्रित करता है. उक्त कार्य के विस्तृत विवरण के लिए कृपया नाबार्ड वेबसाइट का टेंडर्स सेक्शन देखें. टेंडर्स के प्रस्तुत करने की अंतिम तारीख 13 फरवरी, 2012 है. बोली लगाने (बिड) से पूर्व दिनांक 30 जनवरी, 2012 को एक बैठक आयोजित की जाएगी.

ग्रामीण भारत >> चलें साथ आगे

Request for Proposal For Designing, Hosting and Maintaining of NABARD Web Site (*www.nabard.org*)



**Corporate Communications Department
NABARD Head Office
6th Floor, B Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400051**

Date of Advertisement	23 January 2012
Pre-Bid meeting with Bidders	30 January 2012 (11:00AM)
Last date for receipt of bidders' queries	06 February 2012 (5:00 PM)
Last Date and Time for receipts of Proposals	13 February 2012 (2:30 PM)
Time & Date of Opening of technical bids	13 February 2012 (3:30PM)
Notification of Short listing of Bidders after technical evaluation	17 February 2012
Shortlisted Bidder presentations and Site Visit	At mutually convenient dates
Opening of commercial bid	23 February 2012 (3:00 PM)

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1. Bid Related Information

1.1 Invitation to Bid

National Bank for Agriculture and Rural Development (hereinafter referred to as "NABARD") desires to have its website Redesigned, Hosted and Maintained by a service provider. The dynamic new generation website should service the information needs of our clients and also act as a strong brand building tool.

NABARD, vide this notice, invites estimates for Designing, Hosting and Maintaining its website for a period of next three years. The last date for submission of proposals is 13th February, 2012 (latest by 2.30 PM).

1.2 Eligibility Criteria for bidders: Each bidding firm is required to submit its profile as shown in Annexure I. The bidding firm should satisfy all the following eligibility criteria:

1.2.1 The firm should have proven technology already in operation and should have experience of designing and maintaining of websites. Preference will be given to bidders who have developed and maintained websites of apex level institutions, Commercial institutions, Govt. departments and Public Sector Undertakings.

1.2.2 The firm should have a minimum turn-over of ₹ 1 crore during Commercial year (2010-11).

1.2.3 The firm should have been continuously in profit for the last three years (2008-09, 2009-10, and 2010-11).

1.2.4 The firm should have a fully functional development and service center of its own in Mumbai or Navi Mumbai. (Mere Marketing or representative office will not qualify)

1.2.5 The firm should have the capacity to translate English content into Hindi and should have proven expertise in doing the same. The firm to qualify should have developed and maintained atleast one interactive and bi-lingual web site in the public sector. More weightage will be given to relevant experience in this domain.

1.2.6 The firm should have proven experience in designing a new or migrating an old site as per WCAG2.0 guidelines for Levels A, AA, and AAA.

1.2.7 The firm should have proven experience in development of operational web based software for Financial institutions.

1.2.8 The Data Centre (DC) / Data Recovery (DR) where the websites will be hosted should be located in India and be ISO 27001 certified.

Each bidding firm is required to submit eligibility related information as specified in Annexure 2 and it is mandatory for the bidding firm to comply with all the eligibility clauses. Three to Five bidders, meeting the eligibility criteria, will be short-listed and invited to make presentations based on evaluation criteria given in Annexure 3. However, meeting with all the eligibility clauses does not ensure that all the bidders will be shortlisted to make presentations to NABARD.

1.3 **Process of Bidding - Two-Stage Bidding Process:**

1.3.1 A two-stage bidding process will be followed for the purpose of selection of the bidder. The response is to be submitted in two parts, i.e. the Technical Bid and the Commercial Bid. These are two distinct and separate parts of the proposal.

1.3.2 The 'Technical Bid' will contain the comprehensive technical details, whereas the 'Commercial Bid' will contain the pricing information. The Technical Bid should NOT contain any pricing or commercial information. Non-compliance with this clause will automatically result in rejection of the bid.

1.3.3 In the first stage, only the 'Technical Bids' will be opened and evaluated. Those firms whose bids satisfy the eligibility criteria and technical requirements of the website designing, hosting and maintenance, as determined by NABARD and as per the requirements / specifications and the terms and conditions of this document, shall be short-listed. The broad evaluation criteria and respective weights are given in the technical bid format given in Annexure 3. The final technical score of the shortlisted bidders will be evaluated by a technical evaluation committee of NABARD based on the presentation made by competing firms and site visit.

1.3.4 Under the second stage, the Commercial Bids of those companies whose bids have been short-listed earlier, will only be opened for further processing.

1.3.5 NABARD may call for 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. NABARD at its discretion may disqualify the bidder's offer, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

1.3.6 NABARD reserves the right to call for a presentation on the features etc., from the short-listed bidders based on the technical bids submitted by them to make an evaluation.

1.3.7 The Commercial bid should contain quotation for end-to-end web hosting services as envisaged in this document.

1.3.8 The bids must be submitted in accordance with the format specified in this document with necessary details and support documents.

1.3.9 Bidding firms must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time. The process of evaluation is provided in Annexure 6.

1.3.10 Kindly ensure to submit the bids in the formats as given in Form 'A' - Technical Bid (Annexure 3) and Form 'B'- Commercial Bid (Annexure 4) duly numbered and signed by the competent authority.

1.3.11 **The formats are not to be modified / revised/ altered or tampered** with in any manner whatsoever. The Bidder is also required to give an undertaking to this effect in the offer letter. The information in Annexure 3 must be submitted in the same chronological order with a brief write up against each point and documentary proof wherever required.

1.4 **Company profile and Experience** : The interested bidders are required to submit basic information about their companies and experience as per format specified in Annexure 1.

1.5 **Time frame for bidding** : The time frame for the bidding process is as under:

Date of Advertisement	23 January 2012
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1.6 Implementation and Payment Schedules

The total time for full project implementation will be 4 Months **from the date of signing of the contract**. The new website should be fully functional before 30



June 2012. NABARD expects the service provider to submit a clear road map for achieving this target.

2 Brief about NABARD: NABARD is one of the premier development Commercial institutions of this country. It has its Head Office in Mumbai, 28 Regional Offices across various state capitals and covers 503 districts. NABARD also has 6 Training Establishments (TE), of which 3 are meant for training of own staff and 3 for partner agencies. NABARD has staff strength of about 4700 in different grades/groups within each of the classes.

NABARD website needs to be positioned as one of the most important information sites at both national and international levels. It caters to the needs of a huge, dynamic and varied clientele.

3 Scope of work

3.1 Scope of work for Designing:

3.1.1 A new Home page has to be created with a complete site map and effective Search Engine.

3.1.2 The entire site will be bi-lingual (English and Hindi) and the bidder will be expected to undertake translation work for web pages.

3.1.3 Interactive modules / portals to be added with provisioning for incorporation of more of such modules with a special focus on present and future requirements of clients.

3.1.4 Website is to pack in maximum information in a clutter free communicable manner.

3.1.5 Website should be visually attractive, dynamic and original.

3.1.6 Loading of website should be quick and easy to navigate.

3.1.7 Compatible with all common web-browsers.

- 3.1.8 The new website will have to be WCAG 2.00 Level AA Compliant.
- 3.1.9 The scope also includes preparation of Flash presentations and video streaming as per NABARD's need and anything which is incidental or essential for the aforesaid work.
- 3.1.10 Take up any additional web designing work outside the scope of this project but incidental to the project at rates per man-day specified in the commercial bid.
- 3.1.11 Fixing of bugs in applications/ modules designed by the Bidder.
- 3.2 **Scope of work for Hosting :**
- 3.2.1 The service provider should provide minimum 8 mbps dedicated bandwidth. It should be able to host a variety of sector specific flash files with bits of video content.
- 3.2.2 All existing pages in NABARD website to be revamped and optimized (Hindi contents to be uploaded in Unicode).
- 3.2.3 NABARD may, over a period of time, consider developing the site in local languages where content in Unicode will be provided by NABARD. This future demand should be factored in. Costing for the same may be provided as shown in Annexure IV.
- 3.2.4 Web site 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. If third party data center is offered then the service provider should have a business relationship of at least 2 years with back-to-back agreement to ensure that the web site has an uptime for 99.9% and also should provide a copy of agreement to NABARD.
- 3.2.5 The Vendor, in the event of NABARD's deciding to discontinue with the services of the Vendor, either during or after the Maintenance Period (

Period of 3 years which will start 3 months after full and satisfactory launch of the NABARD Website) will transfer the data to the server of the other Vendor chosen by NABARD and will provide all necessary help to both NABARD and the other vendor in doing the same. The Vendor will erase the data after transferring the same.

3.2.6 The hosting of information in all cases has to meet the prescribed deadlines shown as under :

Sr	Activity	Time Frame within which action required to be taken
1	All individual uploads	2 Hours
2	MIS about Uptime	Monthly basis –for the month by last date of the Month
3	Website related MIS – Footfall, ranking, Regional breakup, Subject break up etc.	Quarterly basis – For the quarter by the last day of each quarter

3.2.7 Any other new/existing module that NABARD requires to be developed/modified for 1 year from awarding of contract.

3.2.8 Take up any additional web hosting work outside the scope of this project but incidental to the project at rates per man-day specified in the commercial bid.

3.2.9 An illustrative list of Features required to be incorporated in the site is given in Annexure 5. It is not exhaustive and the bidders are **expected** to provide more features based upon their experience.

3.3 Scope of work for maintenance :

3.3.1 The service provider along with web site should manage and maintain

Web Server, software and networking equipment used to host the website.
This also includes service and database administration.

- 3.3.2 Maintaining strict confidentiality till a NABARD document is published.
- 3.3.3 Any other software component required in connection with the work will be supplied and maintained by the service provider.
- 3.3.4 Editing & presenting of contents (without altering the theme/information) for making it appealing on web-site.
- 3.3.5 Updating contents, announcements, articles etc. including hosting and removal of Flash, Banner, Links etc..
- 3.3.6 Uploading new images, replacing old images and image manipulation
- 3.3.7 Modifying web-pages (i.e. adding, removing and redesigning of web-pages) and tracking of changes with suitable change management procedures.
- 3.3.8 Maintenance of Search Engine positioning
- 3.3.9 Monitoring & Tracking website traffic.
- 3.3.10 Ensuring Security (Hack proof, error proof, bug free and periodic quality testing)
- 3.3.11 Creation and uploading of PDF files. Sharing of analytics.
- 3.3.13 The time frame for Minor and Major maintenance work is as under :

Sr.	Nature of maintenance work	Time frame within which action required to be taken
1	Minor maintenance work – regular departmental uploads, minor changes, regular modifications etc	2 Hours
2	Major Maintenance work - Uploading of flash files, change of banners etc.	2 Days

3.3.14 Take up any additional web maintenance work outside the scope of this project but incidental to the project at rates per man-day specified in the commercial bid.

3.4 **Minimum Technical Specifications for DC/DR Sites**

The minimum technical specifications for DC / DR sites are given here. The service provider is expected to specify any new generation and/or better technology which can be employed in this area. **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. Data Centre (DC) should be tier III, situated in India and must have been operational for more than 3 years.
- II. 24x7x365 days Network Operation Center for monitoring and management of systems including database and web server.
- III. Data Centre should be ISO 27001 with well-planned and structured escalation procedures. It should be focused on DC business and strong Managed Services. It should have planned power distribution.
- IV. Should have expertise in Configuring, Installing and maintaining of Licensed software required for proper hosting of website with latest anti-virus with all critical updates to be installed in the server
- V. The server and other system software should be regularly patched/ updated. Major patching / update which requires system downtime has to be informed well in advance and should be undertaken only after NABARD's confirmation.
- VI. The service provider should have a Disaster Recovery Server in a different Seismic Zone - a dedicated server with same configuration as the primary server



with a suitable replication tool license (Max 2 CPU Servers) and replication management.

VII. Dedicated Fire wall with IPS for both primary and DR servers.

VIII. A DR drill is required to be conducted in every quarter of the year.

IX. 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.

X. 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. The firm should provide monitoring alerts on a real-time basis on web based console via SMS and via email for firewall / Bandwidth usage.

XI. Site Downtime – The Vendor should provide alerts on site downtime via SMS and Email. System generated monthly downtime reports should also be provided.

XII. Vulnerability testing on a quarterly basis. Reporting of the same on a quarterly basis.

XIII. Site should be optimized for faster and secured access. Response time should be minimum and comparable to industry standards.

XIV. All Security Requirements like HTML Injections, application of Stored Procedures etc. should be taken care of.

4. General Terms relating to Bidding: These terms and conditions are as under:

4.1 Bidding Document: It is expected that the bidder will examine all instructions which have been specified in the Bidding Document. Submission of a bid which is not complying with the instructions will result in its rejection. The order in which the bidder is required to submit the bid has been shown in

Annexure 9. The format and syntax has to be maintained in TOTALITY. Neither the Technical bid nor the Commercial Bid **cover** should contain any pricing or commercial information.

The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized by him. The authorization shall be indicated by a written power of attorney accompanying the Bid. All pages of the Bid shall have initials of the person(s) signing the Bid.

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections shall have the initials of the person(s) signing the Bid.

4.2 Bid Security Amount: The Bidder is required to furnish a Bid security amount of Rs. 1.00 Lakh. This may be submitted in the form of a Banker's Cheque/ DD or a Bank Guarantee in lieu of EMD (Format provided in Annexure 10) issued by a nationalized / public sector bank in India, drawn in favour of NABARD. The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract. Security amounts of unsuccessful bidder(s) will be discharged within a period of 30 days from the date of finalizing the successful bidder. The Bid security will stand forfeited if a Bidder withdraws its Bid during the period of Bid validity of 6 months or if it is found that some or any information submitted by him was false. The Bid security, in the case of a successful Bidder will stand forfeited, if the Bidder fails to sign the Contract or fails to execute the Performance Bank Guarantee within 15 days of the issue of order by NABARD.

4.3 Acceptance: NABARD has a right to cancel the order if the contract is not executed within a period of 15 days from the date of order.

4.4 Taxes: The prices quoted at the time of submitting Commercial bid should be inclusive of all taxes and duties (including VAT and prevailing Service Tax).

4.5 Cost of Bidding: The bidder shall bear all the costs associated with the preparation and submission of bid and the costs, if any, for subsequent selection



process. NABARD will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

4.6 Amendments to Bidding Documents: Amendments to this bid document may be issued by NABARD at anytime, 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.

4.7 Period of Validity: Bids shall remain valid for **six months** from the date of bid opening as prescribed by NABARD. A bid valid for shorter period shall be rejected by NABARD as non-responsive.

4.8 Bid Currency: Prices shall be expressed in Indian Rupees only.

4.9 Submission of Bids: The bidding firms are required to **submit two copies of the bids**, in separate envelopes for **Commercial and Technical Bids**. The formats of these two bids have been provided along with this document as Form A - Technical Bid (Annexure 3) and Form B - Commercial Bid (Annexure 4). The Bidder may submit both the bids in one sealed envelope (sealed with wax), duly super scribing “**DEVELOPMENT, HOSTING and MAINTENANCE OF NABARD WEBSITE**”. The completed bids should be submitted by 2.30 PM on 13 February 2012 **in person** in a sealed envelope marked to :

**Chief General Manager
Corporate Communications Department
NABARD Head Office
6th Floor, B Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400051**

Bids will not be accepted through courier or email. All bids received in NABARD will be duly acknowledged with date and time.

4.10 Late Bids: Any bid received by NABARD after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder, if so desired by him.

4.11 Modifications and/or Withdrawal of Bids: Bids once submitted will be treated as final and no further correspondence will be entertained on this except for instructions contained in Para 1.3.5 and Para 4.6 of this RFP document. Further, no bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid. If the bid envelope is not sealed and marked, NABARD will assume no responsibility for the Bid's misplacement or premature opening. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

4.12 Deadline for Submission of Bids: Bids must be received by NABARD at the address specified, not later than the date & time specified in the Invitation to Bid. NABARD may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of NABARD and Bidders will thereafter be subject to the deadline as extended.

4.13 Pre-bid Meeting : A pre-bid meeting will be organized at 11.00 AM on 30 January 2012. The general queries will be addressed in this meeting. Bidders may also send queries by email to ccd@nabard.org. No queries of any kind will be entertained after 5 PM on 6th February, 2012. The consolidated responses to queries of technical and legal nature will be posted on the NABARD website.

4.14 Contacting NABARD: Any effort by bidder to influence NABARD in NABARD's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidder's bid. NABARD's decision will be final and will be binding on all parties.

4.15 NABARD's Right to Accept or Reject any Bid or all the Bids: NABARD reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for NABARD's action.



4.16 Signing of Contract: The successful bidder(s) to be called as vendor, shall be required to enter into requisite Agreement(s) with NABARD, within 15 days of the award of the service order (when provided) or within such extended period as may be specified by NABARD.

4.17 Hardware, Operating System, Database etc. for Hosting: The Data centre, Hardware items, Operating System, Database and other associated software (if any) for hosting of web-site will be provided / arranged by the vendor to whom job will be allocated. Maintenance of all these items will be the responsibility of the service provider. NABARD will only bear the hosting / maintenance cost as agreed upon after submitting of commercial bid.

4.18 Intellectual Property and Ownership: All Intellectual Property Rights in the works, developed hereunder, including any software and documentation, developed and any additional or new development or inventions made in the course of performance of services hereunder by the firm or its personnel involved in the project of NABARD shall absolutely belong to NABARD. Web-site developer has to provide all source code and documentation to NABARD after completion of development work.

4.19 Maintenance Service: The Maintenance Period will be for full three years and will start 3 months after full and satisfactory launch of the NABARD Website. Professionally qualified personnel who have expertise in the hardware and system software will be engaged by the Vendor to provide these services. During maintenance period, the Bidder guarantees on monthly basis an uptime of 99.9% of the entire solution proposed with a MTBF (Mean time between failures) of 30 days (Monthly).

In the event of NABARD deciding to discontinue with the services of the Vendor, either during or after the Maintenance Period, the Vendor shall transfer the data to the server of the other Vendor engaged by NABARD for this purpose and will provide all necessary help to both NABARD and the other Vendor in doing the same. The Vendor shall erase the data after transferring the same.

4.20 Annual Maintenance Contract :

4.20.1 The Vendor is expected to provide annual maintenance for the website and deliver services as specified in Clause 4.19. A separate agreement will be executed between NABARD and the Bidder, binding the Bidder for AMC till closure of the contract period.

4.20.2 Annual Maintenance Contract (AMC) shall commence upon three months after successful launch of the website. The AMC quote shall be for support on 24X7X365 basis.

4.20.3 NABARD shall have discretion on the renewal of **Annual Maintenance Contract**.

4.20.4 The annual maintenance cost shall be paid at the end of each quarter subject to satisfactory services rendered.

4.21 Milestones

NABARD would like to have the following time schedule for completion of the project.

S.No.	Mile-Stone	Duration
1	Entering into Agreement, Project Kick-off meetings	2 weeks
2	Development of website designing – preparation of different models and approval by NABARD	6 weeks
3	Data pooling and content management	4 weeks
4	Trial run and Go Live	1 week

4.22 Payment Terms

NABARD's payment schedule is as follows:

% of contract Amount	Deliverables
10%	On awarding and signing of the contract
20 %	On development of website design – approval of final design
20%	After successful Test run
30%	On completion of one month of Launch
20%	3 months after full and satisfactory project implementation

5.0 Indemnification:

The Bidder shall, at its 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 its (Bidder's) employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, Vendors, 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.

The Bidder 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 consortium in the performance of the services provided by this contract, (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 ,

trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

The Bidder shall further indemnify NABARD against any loss or damage arising out of loss of data, claims of infringement of third party copyright, or other intellectual property, and third-party claims on NABARD for malfunctioning of the equipment or software or deliverables at all points of time. 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 Bidder provided software and since the Bidder would be managing the services, the Bidder should be responsible for loss/compromise or damage to NABARD'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 website designs etc., the Bidder on its own expense, will undertake to defend NABARD.

6.0 Liquidated Damages

The liquidated damages is an estimate of the loss or damage that NABARD may have suffered due to delay in performance or non performance of any or all the obligations (under the terms and conditions of the contract relating to website designing, hosting and maintenance installation, operationalization, implementation, training, support / services, etc. of the website designing by the bidder and the bidder shall be liable to pay NABARD a fixed amount for each day of delay / non performance of the obligations by way of liquidated damages, details of which will be specified in the purchase contract. Without any prejudice to NABARD's other rights under the law, NABARD shall recover the liquidated damages, if any, accruing to NABARD, as above, from any amount payable to the bidder either as per the purchase contract, executed between the parties or

under any other agreement/ contract, NABARD may have executed / shall be executing with the bidder.

Liquidated damages are not applicable for reasons attributable to NABARD and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to NABARD and Force Majeure. The bidder shall submit the proof authenticated by the bidder and NABARD's official that the delay is attributed to NABARD and Force Majeure along with the bills requesting payment.

7.0 Termination

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.

8.0 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 or 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 NABARD shall be final and binding on the Bidder.

9.0 Penalties

In case uptime for website falls below the guaranteed level, Bank will impose a penalty as given below. Further, if uptime of website during any month is less than 95%, bank will not make any payment for that quarter.

Uptime	Penalty in % of total Quarterly Hosting and Maintenance (to be calculated on a monthly basis)
>=99.9	0
> 98 to < 99.9	5
> 97 to 98	10
> 96 to 97	15
> 95 to 96	20
< 95%	100

10.0 Dispute Resolution

10.1. The bids and any contract resulting therefrom shall be governed by and construed according to the Indian Laws.

- 10.2 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 resolved amicably.
- 10.3 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. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the Bidder a list of five names of persons who shall be presently unconnected with NABARD or the system integrator. Bidder shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall thereupon without delay appoint the said person as the sole arbitrator. If Bidder fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
- 10.4 The venue of the arbitration shall be Mumbai under the exclusive jurisdiction of the courts at Mumbai.
- 10.5 The language of arbitration shall be English.

- 10.6 The award shall be final and binding on both the parties and shall apply to the purchase contract.
- 10.7 Work under the contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise direct in writing by NABARD unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained and save as those which are otherwise explicitly provided in the contract, no payment due, or payable by NABARD, to the 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.

11.0 Performance Bank Guarantee :

- 11.1 The successful Bidder shall, at his own expense, deposit with the Chief General Manager, Commercial Communication Department, NABARD, Mumbai, within 30 days of the notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annexure 7, for an amount equivalent to 10% of the contract price for the due performance and fulfillment of the contract by the Bidder.
- 11.2 The Performance Bank Guarantee shall be denominated in INDIAN RUPEES only.
- 11.3 Without prejudice to the other rights of the purchaser under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to NABARD as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract.
- 11.4 NABARD shall notify the Bidder in writing of the invocation of the right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default.

- 11.5 The Performance Bank Guarantee may be discharged upon being satisfied that there has been due performance of the obligations of the Bidder under the contract.
- 11.6 The Performance Bank Guarantee shall be valid till the end of the contract.
- 11.7 Failure of the successful Bidder to comply with the above requirements, or failure of the Bidder to enter into contract within 30 days or within such extended period, as may be specified by the Chief General Manager, Corporate Communication Department, NABARD, Mumbai shall constitute sufficient ground, among others, if any, for the annulment of the award of the tender.
- 12.0 **Audit :** NABARD or its representative will have the right to audit the MIS reports and / or compliance with the issues rising out of the MIS reports. The Compliance Report should be submitted within a period of 15 days or such period as specified by NABARD.

Annexure 1

Format for submitting Information about Company profile and Experience

Sr	Particulars	Details
1	Company details	
1.1	Company's Name	
1.2	Date of Incorporation	
1.3	Corporate Office Address	
1.4	Contact Person	
1.5	Phone No.(landline/Mobile)	
1.6	Fax No.	
1.7	Email address	
1.8	Contact person in Mumbai	
2	Turnover	
2.1	Turnover of the company for last 3 years	
2.2	Turnover of the website services	
2.3	Balance Sheet (Attach Audited Balance Sheet and Profit & Loss accounts for last 3 years)	
3	Technical (Please provide details relevant only to website service)	
3.1	No of Technical Staff (In India) – HARDWARE	
3.2	No of Technical Staff (In India) – SOFTWARE	
3.3	Service/Support facilities (in India)	
3.4	Support facility locations Attach a list of locations	
3.5	No of personnel per location in the support facility locations for Hardware (Provide centre wise details)	
3.6	No of personnel per location in the support facility locations for Software (Provide centre wise details)	
4	Project implementation experience in WEB DESIGNING and MAINTENANCE (preferably all India Commercial institution/NABARD website):	

4.1	Project Name (1)	
4.1.i	Project Location	
4.1.ii	Client Name:	
4.1.iii	Number of concurrent visitors supported (<i>give maximum peak hits and average numbers</i>)	
4.1.iv	Client contact/reference person(s):	
4.1.v	Name and Address – if different from above	
4.1.vi	Telephone , Facsimile, Mobile Phone	
4.1.vii	Email address	
4.2	Project Name (2)	
4.2.i	Project Location	
4.2.ii	Client Name	
4.2.iii	Number of concurrent visitors supported (<i>give maximum peak hits and average numbers</i>)	
4.2.iv	Client contact/reference person(s):	
4.2.v	Name and Address – if different from above	
4.2.vi	Telephone , Facsimile, Mobile Phone	
4.2.vii	Email address	
4.3	Project Name (3)	
4.3.i	Project Location	
4.3.ii	Client Name:	
4.3.iii	Number of concurrent visitors supported (<i>give maximum peak hits and average numbers</i>)	
4.3.iv	Client contact/reference person(s):	
4.3.v	Name and Address – if different from above	
4.3.vi	Telephone , Facsimile, Mobile Phone	
4.3.vii	Email address	
5	What would be the source of contact between NABARD and the team that hosts the web site and the mode of contact ?	
6	Please give any other information about yourself that you feel would be useful	

Annexure 2

Basic Eligibility Criteria

(Please tick mark the appropriate column)

Sr.	Requirement	Available with bidder	Not available with bidder
1	Proven technology already in operation and experience of designing and maintaining of websites.		
2	A minimum turn-over of Rs.1crore during Commercial year (2010-11).		
3	ISO 27001 certification for the Data Centre (DC)/DR where the websites will be hosted.		
4	Proven experience in development of operational web based software for Commercial institutions.		
5	Proven experience in designing a new or migrating an old site as per WCAG2.0 guidelines for Levels A, AA, and AAA.		
6	Capacity to translate English content into Hindi with proven expertise. (Experience of having developed and maintained atleast one interactive and bi-lingual web sites in the public sector.)		
7	Continued profit for the last three years (2008-09, 2009-10, and 2010-11).		
8	A fully functional development and service center of its own. (It will not suffice if it is only a networking or servicing or marketing centre.)		

Annexure 3

Form A – Technical Bid

(To be submitted in the same chronological order with a brief write up against each point and documentary proof of the same)

Sr.	Technical parameters	Break up	Weights (%) *
1	Design, Theme and Interactive Features of the Site (along with compliance to the individual items shown under Scope of Work specified in Para 3 of RFP) – The bidder will provide details of three clients with web addresses whose design , hosting and maintenance work has been undertaken by the Bidder.		40
2	Security Audit of Website (Attach Documentary Proof) A. Handled 5 or more clients preferably FIs @@ B. Handled 3 or more but less than 5 clients preferably FIs@@ C. Handled upto 1 or more but less than 3 clients preferably FIs@@	10 6 4	10
3	Experience in Web based interactive Software Development (Attach Documentary Proof) D. Developed software for 5 or more clients preferably FIs @@ E. Handled 3 or more but less than 5 clients preferably FIs@@ A. Handled less than 3 but less than 1 client preferably FIs@@	20 15 10	20
4	Site Maintenance F. Maintained sites for 5 or more clients preferably FIs @@ G. Handled 3 or more but less than 5 clients preferably FIs@@ A. Handled less than 3 but not less than 1 client preferably FIs@@	10 6 4	10
5	Total Experience of the company A. Been in existence for more than 5 years B. Been in existence for more than 3 but less than 5 years C. Been in existence for 3 or less but not less than 1 year	10 6 4	10
6	WCAG 2.0 Compliance and Multilingual Experience Experience involving designing/migration of Website to WCAG 2.0 (Level "AA" or above)complied and Multilingual website(s) A. Experience for 5 or more clients preferably FIs @@ B. Experience for 3 or more but less than 5 clients preferably FIs @@ C. Experience for not more than 3 but not less than 1 client preferably FIs @@	5 3 2	5
7	Awards / Citations won by the company if any A. 5 or more than 5 such awards/ citations B. 3 or more but less than 5 such awards/ citations C. Less than 3 but not less than 1 such award/ citation	5 3 2	5

* NABARD may at its discretion revise/ modify the weights assigned to various parameters if needed.

Annexure 4
Form B – Commercial Bid

Name of the Firm:

S.No.	Particulars	Amount (INR)		
		Y1	Y2	Y3
1	Designing of the new website			
2	Translation Unit Cost (English to Hindi) – per 10 pages of A4 size			
3	Translation Unit Cost (English to other Local languages) – per 10 pages of A4 size			
4	Cost per man day for taking up additional work relating to designing and hosting outside the scope of this project but incidental to the project			
5	Annual maintenance and Hosting charges for minimum data size of 5 GB			
6	Other Charges, if any - Specify			

Annexure 5

Features required to be incorporated in the site – List is only illustrative and not exhaustive.

1. **Organization of information** – The site should be database driven. The new site should enable us to effect the required changes instantaneously across the entire web on a real time basis.
2. Make **Search and Enquiry Boxes robust** by incorporating dynamic search options e.g. category, region, department etc. Each Enquiry should generate a mail to a specific point in NABARD for follow up. Further, the site will have Spider friendly (programs which run Search engines) URLs with strong robots.
3. **FAQ** – The site should have a separate sector wise / Region wise FAQ search engine.
4. The new site will have a **complete Site map** to reflect the structure of the site. Links from well-established and trustworthy external sites may be provided.
5. **Beefing up of index page** which is the first look, first impression about the site.
6. Adding '**Breadcrumbs**' on pages, which effectively means that there will be a clear trail of each page showing the viewer his exact status of browsing. Extremely important and handy.
7. **Tagging of files.** This will allow the browser to search in a very professional and cohesive manner. Interlinking of articles / pages.
8. **Creation of State, Region/District profiles** on the site showing basic regional data base. These sections will get beefed up over a period of time.
9. **Adding a News section, Archive section** which will provide a temporal base to our content on the site.
10. Have a **complaint / compliment section** which will provide a personal touch to the work being done by NABARD. Sharing videos / stories from different parts of the country should be provided.

11. **Site Design changes:** Each bidder is required to provide 3 completely new designs and outlook for the site as a part of the technical bid presentation.
12. **Facebook Page and Mobile Page** – Leveraging the social site space to tap a wider audience.
13. **Increase in Ranking and Organic Traffic.** These will be achieved as a result of tagging, embedding “key words” and use of XML.
14. **Pleasing to the eye.** Relevant content will be kept in an organized easy to find manner which will lead to an enhanced user experience
15. **User Registration / Management Module** – The viewer should be allowed to forward his query with a sign up to our website. Alternatively they can use any standard open ID like Yahoo, Gmail or Facebook to interact with the site.
16. **Interactive modules** to be added with functionalities which will be used by existing and prospective customers.
17. **The locations and addresses of NABARD offices** should be a dynamic function linked to Google Maps and the agency will have to find out the latitudes and longitudes of the various locations. District wise achievements and information may be one such module.
18. **Online Enquiry and Grievance** handling Module with inbuilt escalation procedure system along with SMS integration.
19. **RSS Feed** – Improvement as per recommendation from service provider. Query/ Lead generation System along with MIS for handling site visitor queries and offices with SMS integration.
20. **Updation of information** : The bidder is required to provide a system which will enable department/ RO wise tracking of pre-determined (time frame and format will be specified) uploads. Non-compliance with uploads should reflect in the form of an Email to the Departmental / Regional Head with a copy to the controlling office in Mumbai.
21. **Application tracker system** : A pan India application tracker system may be embedded into the website.
22. Any other item as decided by NABARD.

Annexure 6

Method of Technical & Commercial Evaluation for selection of the Service Provider

Technical Evaluation

All the proposals will be compared technically and commercially. Organization will give 70% marks to technical evaluation and 30% to commercial evaluation. NABARD will adopt two stage bidder evaluation processes viz technical evaluation (Functional criteria, Technical and vendor capability of shortlisted vendors through presentation and site visit) and commercial evaluation.

The technical response to this RFP and bidder's compliance to the required terms & condition and scope will be evaluated. All requirements need to be substantiated by necessary documents, proofs, certificate, records etc submitted in the technical proposal. The total marks allotted for Bidder's Compliance to the functional scope of work as mentioned in Annexure 3 will be 40 marks.

Organization may call upon 3 to 5 short listed vendors (based upon Annexure 3) to give presentation detailing three design prototypes, site architecture options, its experience, skills, knowledge and capabilities. Post submission of the RFP, NABARD and its appointed technical committee may also visit the bidder's management centre and will evaluate bidders experience, competence and capabilities based on predefined parameters. The maximum marks allotted for the technical evaluation will be 100. The break up is as under :

- a. Functional Specification : 40 Marks (Preliminary tech evaluation based on Annexure 3)
- b. Technical capability : 30 Marks (Presentation)
- c. Vendor capability: 30 Marks (Site visit)

The bidder scoring highest marks in Functional Compliance and technical Evaluation will be given 70 marks.

The other bidders marks score will be as follows

Technical Evaluation Marks = ((Marks of bidder in Compliance and Technical Evaluation) / (Total Marks of the Highest scoring Bidder in Compliance and Technical Evaluation)) *70

Commercial Evaluation

The organization reserved the right to open the commercial offer of only those vendors who have scored ≥ 60 marks (~85%) in 'technical evaluation marks' as described above.

The bidder quoting lowest price will be given 30 marks

The other bidders will get marks as follows

Commercial Evaluation Marks = (Cost quoted by the lowest bidder) / (Cost quoted by the bidder) * 30

Total marks in the Bid = Technical Evaluation Marks as mentioned above + Commercial Evaluation Marks

The bidder scoring the highest mark for the bid will be declared L1 bidder

The contract will be awarded to the L1 bidder selected on the basis of the above criteria and he will be declared the successful bidder.



Annexure 7

Proforma for **Performance Bank Guarantee**

TO

**Chief General Manager
Corporate Communications Department
NABARD Head Office
6th Floor, B Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400051**

Dear Sirs,

PERFORMANCE BANK GUARANTEE – for Designing, Hosting, Maintaining and allied services for NABARD's web site (www.nabard.org).

WHEREAS M/s. (name of vendor), a company registered under the Companies Act, 1956, having its registered and corporate office at (hereinafter referred to as "Service provider", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into an Agreement dated (hereinafter, referred to as "the said Agreement") with NABARD for Designing, Hosting, Maintaining and allied services for NABARD's web site, as detailed in the said Agreement. We are aware of the fact that in terms of sub-para (...), Clause (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount ₹ (in words and figures), being 10% of the Contract Price of ₹. ... (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 (15)



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 aforesaid 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 Services' 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 honour 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.

IX. 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 (NABARD).

X. 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.

XI. Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to ₹ (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.

XII. We hereby confirm that we have the power(s) to issue this Guarantee in your favour 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 favour.

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 Services) ; 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. completion of the warranty period for the Total Services).

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 2012.

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 8

Letter of Indemnity

**Chief General Manager
Corporate Communications Department
NABARD Head Office
6th Floor, B Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400051**

Dear Sir

Sub : Designing, Hosting, Maintaining and allied services for NABARD's web site(www.nabard.org)

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 for Designing, Hosting, Maintaining and allied services for NABARD's web site(www.nabard.org), as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as 'the said systems package', 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 systems package offered for sale to NABARD and that the sale of the said systems package 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, Vendors, 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

SCHEDULE

(Please indicates all the software)

Yours faithfully

(Name and Designation) of Authorised Official



Annexure 9 Forwarding Letter Format

Date:.....

To:
The Chief General Manager,
Corporate Communications Department
NABARD, Bandra Kurla Complex
Bandra (East), Mumbai-400 051.
Gentlemen:

Sub : Revamping/redesigning and hosting Web site

Please refer to the advertisement dated released by your bank on In this connection, we wish to apply for the project in conformity with all the terms and conditions laid in the Request for Proposal (RFP).

The following documents are being submitted along with this letter :

Sr	Particulars	Page
1	Company Profile (With documentary evidence for all claims) In duplicate	
2	Form A – Technical Bid (In separate cover)	
3	Form B – Commercial Bid (In separate cover)	
4	Details of Cheque / Demand Draft or Bank Guarantee in lieu of Earnest Money Deposit	

We accept all the terms and conditions laid out in the RFP document of NABARD dated.....

We undertake, if our Bid to design, host and maintain the NABARD website is accepted, to comply in full conformity with the terms and conditions specified in the RFP and the subsequent agreements about the scope of work.

We agree to abide by all the rates offered in our Bid and they shall remain binding upon us for the period prescribed in the Bid. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.



We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any Bid you may receive.

(Signature)

(Name) (In the capacity of Duly authorized to sign Bid for and on behalf of)



Annexure 10

Bank Guarantee in Lieu of Earnest Money Deposit

**The Chief General Manager
Corporate Communication Department, NABARD
6th Floor, E Wing
Plot No. C-24, G Block
Bandra Kurla Complex
Mumbai – 400 051**

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 "Designing, Hosting and Maintaining its website" (hereinafter referred to as "said Licensee") at its office at Bandra Kurla Complex, Bandra East, Mumbai

(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 Bid Security (BS), which Bid Security (BS) 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 supplying the said license 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 Bid Security (BS) 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, 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 Bid Security (BS) 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 license 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 ` -----/- (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 Six months, i.e. upto _____ 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)